DESTIN CITY COUNCIL MEETING
JUNE 16, 2025
ANNEX COUNCIL CHAMBERS
6:00 PM

*****Core Value of the Month - Integrity*****

CALL TO ORDER

*** INVOCATION**

PLEDGE OF ALLEGIANCE

AGENDA APPROVAL *(Matters not specifically listed on the agenda may be added and acted upon with a super-majority vote of the Council members present and eligible to vote on the matter)*

1. **PROCLAMATIONS / RECOGNITIONS / SPECIAL / **PUBLIC PRESENTATIONS / ANNOUNCEMENTS**
   A. Public Works/Safety Committee 24 Annual Report/25 Work Plan
2. **PUBLIC COMMENTS (Section 5 - Public Hearings has separate public comments time for these items)** (Note: Individual speakers will be limited to 3 minutes. At the discretion of the mayor, this 3 minute allowance may be adjusted depending on the level of business coming before the City Council)
3. ***** CONSENT AGENDA**
   A. Budget Amendment - TDC Funding for Pickleball Court Project
   B. Budget Public Hearing #1 - Date Change
   C. Approval of minutes of June 9, 2025, City Council SRS Workshop
   D. Approval of minutes June 9, 2025 City Council Budget Workshop
   E. Approval of minutes of May 5, 2025, Regular City Council Meeting
   F. Approval of minutes of April 21, 2025 Regular City Council Meeting
4. **CITY MANAGER REPORTS** Announcements
   A. Medical Insurance Renewal Discussion
   B. Captain Royal Melvin Park Cameras
   C. RFQ 25-06-CD CEI Crosstown Connector Project
   D. RFB 25-07-CM Crosstown Connector Phase 1 Construction
   E. Interlocal with the County for the Underpass Project near Stahlman Ave Safe Streets 4 All grant
   F. Announcements
5. **PUBLIC HEARINGS**
   A. First reading of Ordinance 25-03-PC - Providing for the adoption of a small-scale amendment to the Comprehensive Plan Future Land Use Map to include a change in Future Land Use Designation of 3 parcels of real properly located within a portion of the area of Beach Drive to Benning Drive consisting of approximately 8.53 acres, from Medium Density Residential - Village (MDR-V) to Recreation (REC).

B. First Reading of Proposed Ordinances 25-04-LC – Rezone from Medium Density Residential-Village (MDR-V) to Recreation (REC)

C. First Reading Ordinance 24-17-CC Property Maintenance Code - Amending Chapter 6 of the Code of Ordinances to create a new Article 5, "Property Maintenance Code."

D. First reading of Ordinance 25-10-LC - Permitting decks to encroach up to five feet into rear setbacks for townhomes that are not waterfront within the High Density Residential (HDR) zoning district.

E. DEV-001609-2025
A public, quasi-judicial hearing regarding the submittal of a Minor Development Order for an existing commercial marine construction project at 288 and 302 Harbor Boulevard (Parcel ID: 00-2S-22-0630-0000-07E2 & 00-2S-22-0630-0000-07D1). The application includes the reclassification/reassignment of allowable occupancy of the existing boat slips. There is no proposed construction as part of this application.

6. COMMENTS / PRESENTATIONS FROM MAYOR, COUNCIL, AND CITY ATTORNEY

A. Councilmember Braden

B. Councilmember Trammell

C. Councilmember Destin

1) RFP 25-05-PW - Disaster Debris Management Services - Award of three-year pre-positioned contract to Crowder-Gulf

D. Councilmember Bagby

E. Councilmember Hebert

F. Councilmember Geile
1) Projects Status/Updates

G. Councilmember Schmidt

H. Mayor Wagner

I. City Attorney

7. PUBLIC COMMENTS (Comments from the public on any matters considered at the meeting, or on any matters not on the agenda)

8. ADJOURN

****** Any invocation that is offered before the official start of the City Council meeting shall be the voluntary offering of a private person, to and for the benefit of the City Council. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by the City Council, or the City staff, and the City is not allowed by law to endorse the religious beliefs or views of this, or any other speaker. Persons in attendance at the City Council meeting are invited to stand during the opening invocation and Pledge of Allegiance. However, such invitation shall not be construed as a demand, order, or any other type of command. No person in attendance at the meeting shall be required to participate in any opening invocation that is offered. A person may exit the City Council Chambers and return upon completion of the opening invocation if a person does not wish to participate in or witness the opening invocation.***

Persons with disabilities who require assistance to participate in City meetings are requested to notify the City Clerk's Office at (850) 837-4242 in advance. Hearing Impaired: TTY: 711. Assistance also available through Human Resources, Title VI Coordinator, at (850) 837-4242.
Personas con discapacidades que necesitan asistencia o personas que necesiten ayuda con un idioma para participar en las reuniones de la ciudad, deberán notificar la oficina de la Secretaria Municipal al (850) 837-

4242 antes de la reunión. Discapacidad auditiva: TTY: 711 (Solicitar Espanol CA). La ayuda tambien está disponible por Recursos Humanos, Coordinador del Título VI, al (850) 837-4242.

ITEM # 2025-684

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: June 16, 2025
TYPE OF AGENDA ITEM: Presentation
AGENDA OUTLINE NUMBER: 1.A.

TO: City Council

THRU: Michael Burgess, Public Works Director
Larry Jones , City Manager
Krystal Strickland, Finance Director

FROM: Joe Bodi, Deputy Director, Public Works

DATE: May 23, 2025

SUBJECT: Public Works/Safety Committee 24 Annual Report/25 Work Plan

I. BACKGROUND: Per the Destin Committee Handbook, the Public Works/Safety (PW/S) Committee is required to submit the Annual report and Work plan to City Council for approval. City Council reviewed the Committees roles early this year with most Council members selecting committee appointments in February, this year. The Committee has worked to provide the presentation of the 2024 Annual report and 2025 Work plan. See attached.

II. DISCUSSION: The 2024 Annual Report is presented in the attached and Committee Chairperson James Wood will answer any questions. The 2025 Work Plan provides for seven (7) goals and strategies for 2025.

Goal 1: Provide Destin's citizenry with a venue for raising community issues in the public works and safety arenas.
Strategy: Conduct meetings on the second Tuesday of each month, conduct research and analysis, prioritize and provide recommendations to the Destin City Council.

Goal 2: Review citywide public works projects for efficiency, cost, effect on safety and consistency with City of Destin Mobility Plans and other applicable documents.
Strategy: Review 5 - Year Pedestrian Facilities Plans: Mobility Plan, Sidewalk Plan, Road Resurfacing Plan, Roadway Restriping Plan and evaluate alternatives and prioritize for implementation. Review individual assigned areas for issues and improvements.

Goal 3: Develop, manage and implement a process that allow for citizens to request speed humps, stop signs and other regulatory/traffic calming options be added to

neighborhoods.
Strategy:
- Develop the processes for review.
- Ensure posting on the city website.
- Review, conduct analysis, prioritize and make recommendations to City Council
  Note: In order to facilitate these actions, we will ensure proper equipment on hand, calibrated and deployed as needed to collect stealth speed data, crash data etc. and collaborate with the Okaloosa County Sheriff's Office in order to fully understand issues.

Goal 4: Review, update, implement policy leading to improved safety for Pedestrian and LSV operations citywide:
Strategy:
- Annually review city LSV operations and pedestrian safety issues.
- Submit recommendations to policy changes.
- Recommend additional Pedestrian Flashing HAWK systems for use.
- Add additional crosswalk striping where appropriate.
- Review E-Bike operations and recommend an option to the city council.

Goal 5: Review each of our areas of responsibility for safety, damage and other concerns on a monthly basis:
Strategy: Ensure a continual review of issues, reporting, tracking and ultimately reporting to Council on success.

Goal 6: Serve as an advisory committee to the Destin City Council recommending projects for funding from the recent Okaloosa County ½ cent sales tax referendum. Approximately 10% of the annual funds will be set aside for committee project recommendations.
Strategy: Ensure fiscal prudence applied to spending and that overall spending is within budget constraints.

Goal 7: Provide an avenue for citizen concerns and input on stormwater management issues including: Localized flooding issues, Drainage system failures, City wide Stormwater Master Plan Update, Stormwater Utility Fee adoption.
Strategy: Provide a dedicated public comment period in each scheduled meeting for citizen input

A. Link to Strategic Goals / Objectives:

1. High quality of life and safety of residents.

B. Effect on Budget (EOB):

1. Committee can recommend up to $100,000.00 annually through the Okaloosa County ½ cent sales tax referendum for public works or safety projects.

C. Level of Service (LOS): There will be no reduction in the city's level of service.

D. Legislative Sponsor:

E. Business Impact Statement:

III. CONCLUSION: The Public Works/Safety Committee presents its 2024 Annual Report and 2025 Work plan for City Council Approval.

IV. RECOMMENDED MOTION: I move that City Council approve the Public Works/Safety Committee 2024 Annual Report and 2025 Work plan.

Attachments:

1. PWPS Work Plan 2025 dtd 11 Feb 2025 signed

DESTIN PUBLIC WORKS/SAFETY COMMITTEE

WORK PLAN FOR FISCAL YEAR 2025

Respectfully Submitted,

11 Mar 2025

James T. Wood Jr.
Chairman, PW/S Committee

John Green
Vice Chairman, PW/S Committee

Public Works/Safety Committee

The Public Works/Safety committee is comprised of seven (7) members, each serving four-year terms consecutive with that of the Councilor making the nomination. The committee members elect a new Committee Chairperson and Vice Chairperson following new city elections once new committee members are chosen at the first available meeting.

MEETING DATE/TIME: The second (2nd) Tuesday of each month at 5:30 p.m. The meeting location is the City Hall Annex facility across Commons Drive from the main City Hall facility (the current City Council Meeting location).

STAFF LIAISON: Public Services Department

MISSION STATEMENT: The Public Works/Safety committee's purpose is to identify and review various functional areas relating to public works and safety, including street construction and maintenance, public parking areas and sidewalks, City rights-of-way, and the like; assess the need for projects relating to matters of public safety including, but not limited to, traffic signals, streetlights, crosswalks and emergency management information; and to staff recommendations to City Council. The committee's objectives shall be based upon implementation of the City's Comprehensive Plan. An additional mission assigned by the City Council is to serve as the City Surtax Committee making recommendations to the City Council on use of funds from the recent Okaloosa County ½ cent sales tax referendum.

Florida Sunshine Compliance: The Public Works / Safety Committee as an advisory committee to the Destin City Council is required by law to operate within Florida Governmental Sunshine Laws. The practical impact of the law is to limit all of your conversations with fellow committee members on topics currently or potentially coming before the committee to the meeting itself and no conversations outside of the meetings. Additionally, and purely as a recommendation, when e-mailed by staff as a meeting/issue topic, never select "reply to all" as other committee members may have been addressed on the original e-mail. Selecting "reply to all" is not in itself a violation; but may inadvertently lead to comments between committee members that could then be construed as violations of the law.

How to Join the Committee: https://www.cityofdestin.com/FormCenter/City-Clerk-9/Committee-Volunteer-Application-57 (fill and submit the application on-line).

Committee Goals and Strategies:

Goal 1: Provide Destin's citizenry with a venue for raising community issues in the public works and safety arenas. **Strategy**: Conduct meetings on the second Tuesday of each month, conduct research and analysis, prioritize and provide recommendations to the Destin City Council.

Goal 2: Review citywide public works projects for efficiency, cost, effect on safety and consistency with City of Destin Mobility Plans and other applicable documents. **Strategy**: Review 5 - Year Pedestrian Facilities Plans: Pathways Master Plan, sidewalk plan, road resurfacing plan, roadway restriping plan and evaluate alternatives and prioritize for implementation. Review individual assigned areas for issues and improvements

Goal 3: Develop, manage and implement a process that allow for citizens to request speed humps, stop signs and other regulatory/traffic calming options be added to neighborhoods. **Strategy**:

- Develop the processes for review
- Ensure posting on the city website
- Review, conduct analysis, prioritize and make recommendations to City Council Note: In order to facilitate these actions, we will ensure proper equipment on hand, calibrated and deployed as needed to collect stealth speed data, crash data etc. and collaborate with the Okaloosa County Sheriff's Office in order to fully understand issues.

Goal 4: Review, update, implement policy leading to improved safety for Pedestrian and LSV operations citywide: **Strategy**:

- Annually review city LSV operations and pedestrian safety issues
- Submit recommendations to policy changes
- Recommend additional Pedestrian Flashing HAWK systems for use
- Add additional crosswalk striping where appropriate

Goal 5: Review each of our areas of responsibility for safety, damage and other concerns on a monthly basis: Strategy: Ensure a continual review of issues, reporting, tracking and ultimately reporting to Council on success.

Goal 6: Serve as an advisory committee to the Destin City Council recommending projects for funding from the recent Okaloosa County ½ cent sales tax referendum. Approximately 10% of the annual funds will be set aside for committee project recommendations. **Strategy**: Ensure fiscal prudence applied to spending and that overall spending is within budget constraints.

Goal 7: Provide an avenue for citizen concerns and input on stormwater management issues including: Localized flooding issues, Drainage system failures, City wide Stormwater Master Plan Update, Stormwater Utility Fee adoption. **Strategy**: Provide a dedicated public comment period in each scheduled meeting for citizen input

Committee Motions of Significance and the status of each:

Motion	When Proposed	Status
Motion by Chairman Wood, seconded by Committee member Bell to recommended changes to the allowable list of street trees as presented and forward to the Local Planning Agency as soon as possible for their consideration and recommendation to City Council.	FEBRUARY 13, 2024	Complete
Motion by Committee member Weidenhamer, seconded by Committee member Bell to install a speed hump north of the intersection in North Lakeside Drive and Main Street.		Complete
Chairman Wood made the motion to recommend to the City Council include the Beach Circle Road reconstruction, in the five-year Capital Improvement Plan and place this project on the 2025 Fiscal Year Budget, with Committee member Weidenhamer providing the second. The motion passed 6-0.		Complete
Chairman Wood agreed and called for the vote of the original motion to purchase three sets of Variable Message Boards.	MARCH 12, 2024	Complete
Motion by Chairman Wood to recommend the City Council adopt the Draft Mobility Plan and prioritization as previously presented, with Committee member Green providing the second.		Complete
Motion by Committee member Weidenhamer, seconded by Committee member Smith to follow the current speed hump policy and to not recommend a speed hump, and close the request. The motion passed with a unanimous vote of 4-0.	MAY 14, 2024	Complete
Motion to have the Engineering division present alternative traffic calming approaches to present at the next scheduled committee meeting at which time a decision can be determined about this area of concern. Committee member Green provided the second. Chairman Wood amended the motion for staff to also bring options for speed humps. The motion with an amendment passed 5-0.	JULY 9, 2024	Complete
Motion by Committee member Bell to have staff provide them with more information at their August meeting,		Complete

before making the decision on how to expend the funds with Committee member Green providing the second.		
Motion by Committee member Bell to recommend City Council approve the funds for design and permitting with 50% coming from Public Works/Safety Committee and 50% from Engineering Professional Services for a total of $64,500.00, with committee member Weidenhamer providing the second.	AUGUST 13, 2024	Complete
Motion by Chairman Wood to recommend the narrower striping in the curves on the roadway as discussed by Mr. Scott and Committee member Smith and then review the results of the speed study to see if they has reduced the speeding. Committee member Perman provided the second, the motion passed 7-0.		Complete
Motion by Committee member Tom Weidenhamer, seconded by Committee member Bell to recommend Council direct staff to install a new pedestrian crosswalk and signage at Beach Drive at Sea View Drive. Committee member Tom Weidenhamer agreed and amended his motion for the crosswalk at Mountain Drive, with Committee member Bell seconding the amendment.		Complete
Motion by Committee member Bell, seconded by Committee member to recommend that City Council move forward with the Boardwalk Under the Bridge concept as presented and to have Staff work with the Consultant towards 30% plans. Also, have staff look into applying for the Florida Sun Trail Grant money. Chairman Wood provided the second.	OCTOBER 8, 2024	Complete
Motion by Chairman Wood, seconded by Committee member Perman for the Public Works / Public Safety Committee recommend the following paving projects be approved by City Council: • 1st Street and Sibert Ave, Cross to Benning • Benning Drive US98 to Calhoun revised • John Ave Crystal Beach to Dolphin • Pompano Street • Mountain Drive Beach to Benning • Carter Lane		Complete
Committee member Weidenhamer made the motion to have a raised speed table installed at the pedestrian crosswalk at Main Street and North Lakeside Drive with	NOVEMBER 14, 2023	Complete

Chairman Wood providing the second. In discussion, Committee member Smith asked staff to look closely at the area for safety purposes of the sidewalk tying into the raise pedestrian speed table. Committee member Green amended the motion to add, to have the Engineering Department review the request to ensure that all the requirements for the installation of a speed table are met, to include ADA sidewalk connection and stormwater. The motion passed 6-0.		
Motion by Committee member Weidenhamer to recommend City Council approval of staff's recommendations to resurface Legion Dr Airport to Beach, Main Street US 98 to Airport, Calhoun Ave US 98 to Cross, and a short section of Matthew Blvd and John Avenue. Committee member Green provided the second and the motion passed 6-0.		Complete
Motion by Committee member Weidenhamer to recommend the City Council approve the removal of the public parking spaces along the northwest right-of-way of Moreno Point Road, with the understanding that Dolphin Point will request a Vacation of right-of-way through the Vacation of right-a-way process outlined in the Land Development Code at a later date, with Committee member Perman providing the second. With no further discussion, Chairman Wood called for the vote, and the motion passed with a 6-0 vote.		Complete
Motion by Public Works/Public Safety Chairman Wood, seconded by Committee member Bell to recommend City Council accept the 30% conceptional design plans with the discussed additions of increase the evaluation of the emergency vehicular access and turn arounds along the route, have a vehicle rated option for the east end bridge, two costs, one with and one without, and have the sidewalk connection at Mattie Kelly corrected, as well as have an option for at grade walkway on the east end, one with and one without to choose from. The motion passed unanimously.	DECEMBER 12, 2023	Complete

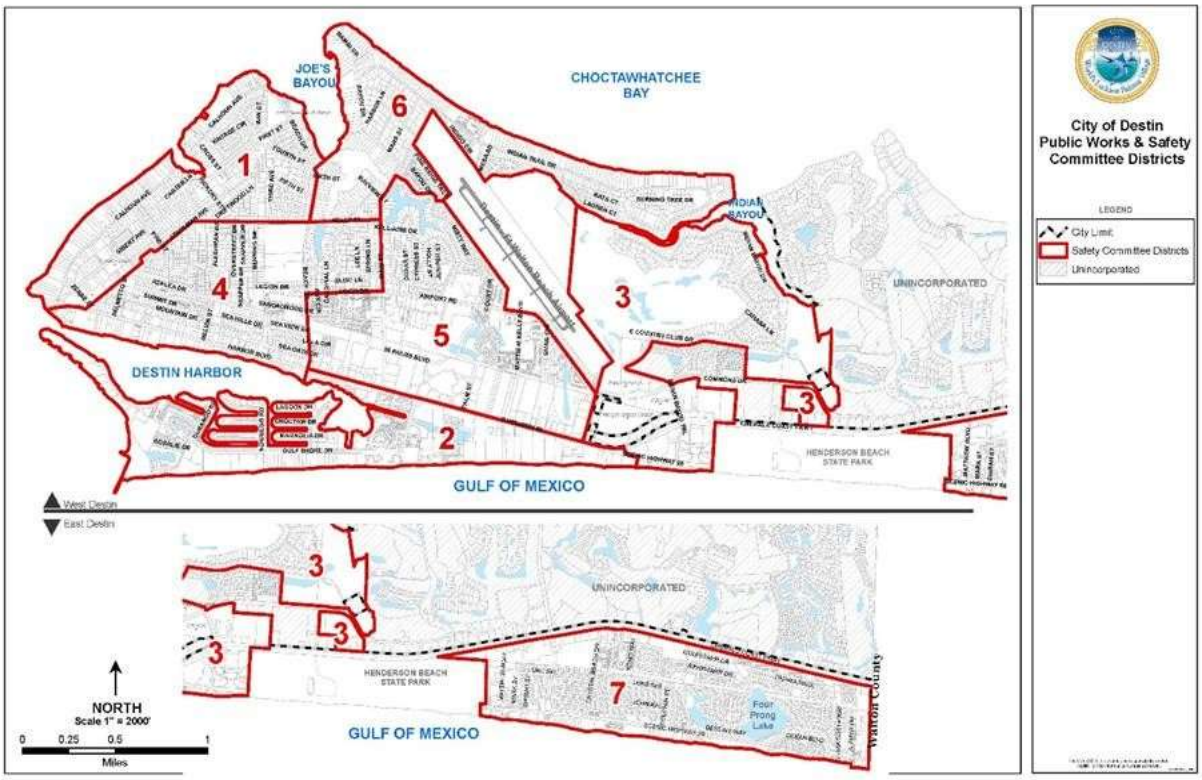
PUBLIC WORKS/PUBLIC SAFETY COMMITTEE

James T. Wood Jr – Chairman / John Green – Vice Chairman
Tom Weidenhamer, Marcie Bell, Curtis Smith, Tami Weidenhamer, Vacant

CITY OF DESTIN
PUBLIC WORKS/PUBLIC SAFETY COMMITTEE AREA ASSIGNMENTS AS OF Mar 2025

- Review assigned area at least monthly for any safety concerns.
- Review area for proper signage, condition of roads, sidewalks, bike paths, medians, streetlights, drainage, etc.
- Review any citizens/homeowners' association concerns/recommendations.
- Report concerns/recommendations at monthly committee meetings.

Area Map



1. Tom Weidenhamer / 2. Marci Bell / 3. Curtis Smith

4. Tami Weidenhamer / 5. Jim Wood / 6. John Green / 7. Vacant

ITEM # 2025-740

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: June 16, 2025
TYPE OF AGENDA ITEM: Action Item
AGENDA OUTLINE NUMBER: 3.A.

TO: City Council

THRU: Larry Jones , City Manager
Kimberly Kopp, City Attorney

FROM: Jeffrey Cozadd, Projects, Grants and Contracts Manager
Krystal Strickland, Finance Director
Lisa Firth, Parks & Rec Director

DATE: June 11, 2025

SUBJECT: Budget Amendment - TDC Funding for Pickleball Court Project

I. BACKGROUND: The City requested BOCC/TDD approval of the City of Destin's FY25 municipal expenditure plan for Pickleball Courts in an amount NTE $300,000 from tourist development funds.

II. DISCUSSION: On June 10, 2025 the Okaloosa Board of County Commissioners approved Destin's request to add the Pickleball Court project to the current fiscal year's TDD Expenditure Plans. The amount of funding requested is NTE $300K.

In order to use this funding, the city must add it to the city's current year budget through a budget amendment. The attached budget amendment documents the addition of this funding to the current FY budget.

A. Link to Strategic Goals / Objectives:
B. Effect on Budget (EOB):
C. Level of Service (LOS):
D. Legislative Sponsor:
E. Business Impact Statement:

III. CONCLUSION: Approving the attached budget amendment will add $300K in funding to the current year budget and allow the city to issue a purchase order to BGN Contractors to complete the Phase 1 Pickleball Project.

IV. RECOMMENDED MOTION: I move to approve the attached budget amendment, as presented.

Attachments:

1. 2025 0616 Budget Amend TDC 125 Pickleball 300k grant
2. [TDD] Request approval of the City of Destin's FY25 municipal expenditure plan for Pickleball Courts in an amount NTE $300,000 f
3. BOCC Approval Email Pickleball
4. Pickleball Project TDT Expeniture Plan 3.2025
5. DS Letter 4.1.25

CITY OF DESTIN Budget Amendment Form

Fiscal Year: 2025 **ENTRY#** _____

Fund	Department	GL Account String	Project/Grant#	Current Remaining Budget	Requested Increase/ (Decrease)	Revised Budget
Capital Project Grant Fund (305)	Parks (3726)	305.3726.337712 TDC 12.5%	500047	$ -	$ 300,000.00	$ 300,000.00
Capital Project Grant Fund (305)	Parks (5726)	305.5726.565000 Parks Capital Project	500047	$ -	$ 300,000.00	$ 300,000.00

Purpose: Add TDC 12.5 Grant for Pickleball

Created by/Date: _____

Entered by/Date: _____

Approved by/Date: _____

Okaloosa County
Florida

Action Item
16420

[TDD] Request approval of the City of Destin's FY25 municipal expenditure plan for Pickleball Courts in an amount NTE $300,000 from tourist development funds. Dist: 5-Palmer

Information

Department:	Tourist Development Department	**Sponsors:**	
Category:	Approval		

Attachments

Printout
Destin Pickleball Expenditure Plan

Body

STATEMENT OF ISSUE: Request approval of the City of Destin's FY25 municipal expenditure plan for Pickleball Courts in an amount NTE $300,000 from tourist development funds.

BACKGROUND: Expenditure plans related to the 12.5% municipal allocation of tourist development taxes are typically presented to the Council in May as part of the annual budget process. However, policy allows for mid-year amendments if the County determines good cause and extraordinary circumstances. In this case, the City desires to expend revenues collected in prior years in excess of budgeted amounts toward construction of pickleball courts. Pickleball has been recognized as the fastest growing sport in the country over the past several years.

The City's request is hereby presented for approval. The pickleball project consists of clearing an unimproved lot adjacent to the City Hall Annex and constructing four pickleball courts, bathroom facilities, water, sewer, electrical, stormwater, pedestrian paths, shade structures and parking improvements. Funding is requested at 50% or NTE $300,000 TDT with the balance coming from a $75K FRDAP grant and City general funds.

The Tourist Development Council recommended approval at its May 28, 2025 meeting.

FUNDING SOURCE:
Department # 1413
Account # 581702
Amount $300,000

OPTIONS: Approve, Deny or Postpone

RECOMMENDATION: Approve of the City of Destin's FY25 municipal expenditure plan for Pickleball Courts in an amount NTE $300,000.

Powered by **Granicus**

Jeffrey Cozadd

From: Charlotte Dunworth <cdunworth@myokaloosa.com>
Sent: Tuesday, June 10, 2025 9:03 AM
To: Jeffrey Cozadd
Cc: Krystal Strickland
Subject: Pickleball approved

Good morning Jeff – the Board approved the pickleball expenditure plan this morning.

https://okaloosacountyfl.iqm2.com/Citizens/Detail_LegiFile.aspx?Frame=&MeetingID=1939&MediaPosition=&ID=16420&CssClass=

DESTIN FORT WALTON BEACH FLORIDA

CHARLOTTE DUNWORTH
Deputy Director of Finance + Compliance
Destin-Fort Walton Beach, Florida
850.609.5385 | 850.830.2735
1250 Miracle Strip Pkwy SE, Fort Walton Beach, FL 32548
destinfwb.com

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.

DESTIN FORT WALTON BEACH FLORIDA

Okaloosa County Tourist Development Tax
Expenditure Plan: October 1, 2024 – September 30, 2025
Application Deadline: March 1, 2024

Municipality: Destin **Project Name:** Pickleball Project

Project Description:

The pickleball project consists of the clearing on an unimproved lot and constructing four pickleball courts, bathroom facilities, water, sewer, electrical, stormwater, pedestrian paths, shade structures and parking improvements.

Explain How Project Existence/Availability is Promoted to Tourists:

Public pickball courts in Destin are very limited. With the increasing popularity of pickleball there is more demand for pickleball courts than Destin has current capacity for. This is especially the case during the main tourist season and during the winter when the "snowbird population" is present. This funding allows for the consruvtion of a pickleball facility that will be an addition to other tourist related facilities within the City.

Explain How Project Use by Tourists is Documented/Tracked:

The City documents expenditures in our accounting system. Reports and receipts are provided to the county with reimbursement requests.

Tourist Development Plan Element per Ordinance 2022-23, Sec. 20-72: Product Impv - Non-Water Related

FY 2025 Funds Requested: $300,000

Project Budget: Please attach a detailed project budget, including revenue sources and expenditures

Is this a multi-year project? No

Will this project be financed? No

Is direct vendor payment requested? No

Please attach any plans, drawings or other documentation

****

I attest this project complies with the provisions of section 125.0104 Florida Statutes and County Ordinance 2022-23, and am aware this request will be reviewed for final approval by the TDC and BOCC and is subject to available budget funds and ultimately actual TDT collections.

City Manager Signature

3/4/25
Date

Please email completed form + project budget to: cdunworth@myokaloosa.com no later than 5pm on March 1, 2024.

Incomplete or unsigned applications will not be considered.

DESTIN FORT WALTON BEACH FLORIDA

Tourist Development Department

June 11, 2025

Larry Jones, City Manager
City of Destin

Subject: Municipal 12.5% Allocation

Pickleball Project
Tentative Amount Approved: 50% or NTE $300,000
Comments:
1. Please provide a detailed site plan showing the courts and how they fit into the over recreational area.
2. Please provide any usage policies and affirm that no distinction will be made between residents and non-residents with respect to booking, access, usage and fees, if any. For tourist/visitor usage this should be the same fees as residents to utilize on an equal footing.
3. Please advise how many and where other pickleball courts the City owns are located for regular residents' recreational needs.

Conditions:
1. Work with TDD with respect to tourism brand standards and wayfinding integration.
2. Allow Little Adventures promotions at the facilities.
3. Keep TDD Project Coordinator, Sharon Gold, in the loop as project progresses.
4. Provide quarterly facility usage statistics to TDD Sports Sales Coordinator, Ron Shumard.

ITEM # 2025-735

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: June 16, 2025
TYPE OF AGENDA ITEM: Consent Agenda
AGENDA OUTLINE NUMBER: 3.B.

TO: City Council

THRU: Larry Jones , City Manager

FROM: Krystal Strickland, Finance Director

DATE: June 11, 2025

SUBJECT: Budget Public Hearing #1 - Date Change

I. BACKGROUND: The Florida Department of Revenue has made it explicitly clear that budget public hearings cannot be held before Wednesday, September 3, 2025. This is the first permissible date for such hearings this year. However, the city council recently adopted Tuesday, September 2nd as the date for our first budget hearing. Since that date falls outside the allowed timeframe, it must be rescheduled.

II. DISCUSSION: Additionally, we must avoid scheduling conflicts with other taxing authorities. The following dates are unavailable due to statutory restrictions:

- Thursday, September 4 - Okaloosa County's First Budget Hearing
- Monday, September 8 - Okaloosa County School Board's Final Budget Hearing

To comply with state law and avoid these conflicts staff recommends rescheduling the City of Destin's first budget hearing to Wednesday, September 3, 2025.

A. Link to Strategic Goals / Objectives:
B. Effect on Budget (EOB):
C. Level of Service (LOS):
D. Legislative Sponsor:
E. Business Impact Statement:

III. CONCLUSION:

IV. RECOMMENDED MOTION: I move to reschedule the City of Destin's first budget public hearing to Wednesday, September 3, 2025, in accordance with state law and scheduling requirements.

ITEM # 2025-735

Attachments:

None

MINUTES
WORKSHOP
DESTIN CITY COUNCIL
JUNE 9, 2025
ANNEX COUNCIL CHAMBERS
5:30 PM

The Council of the City of Destin met in special session with the following members and staff present:

Destin City Council

Mayor Pro Tem Dewey Destin (arrived: 5:45 pm)
Councilmember Kevin Schmidt
Councilmember Sandy Trammell
Councilmember Jim Bagby
Councilmember Terésa Hebert

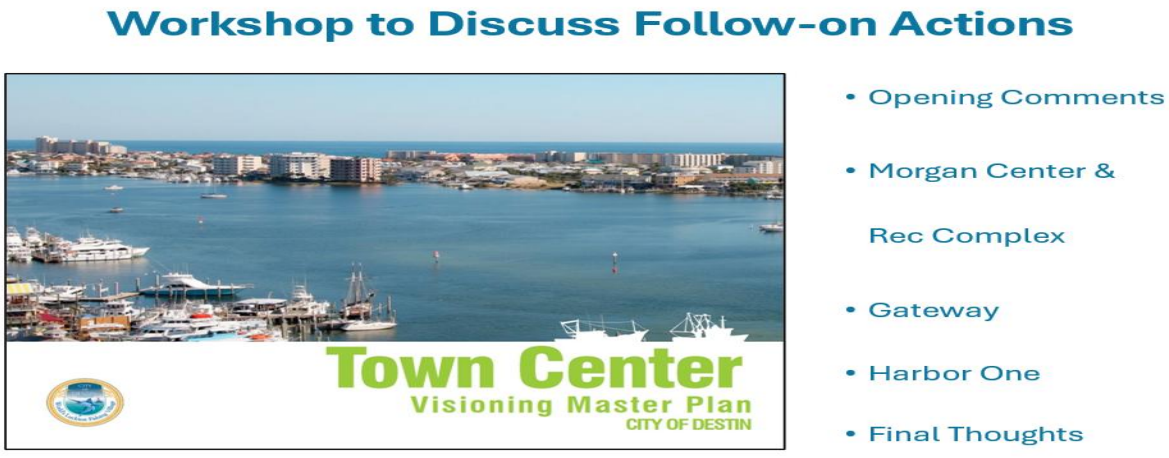
City of Destin Staff

City Manager Larry Jones
Exec Asst to the City Manager Sheri Bethea
Principal Planner Daniel Butler
Parks and Recreation Director Lisa Firth
Deputy Parks and Rec Director Ryan Reed
Records Specialist Sharon Garner
Community Dev Director David Pritchard
Projects/Grants/Contract Manager Jeffrey Cozadd
Deputy Comm Dev Director Steve O'Connor
City Attorney Kimberly Kopp
Deputy City Clerk Kim Montgomery
Public Information Director Tamara Young
Finance Director Krystal Strickland
IT Director Andy Peters
Library Director Wen Livingston
Public Works Director Michael Burgess
Planner Ashley Dominguez
Planner Jess Hernandez
HR Director Jaime Haynes
City Engineer Robert Tomasek

WORKSHOP

A. SRS Town Center Visioning Master Plan

The City Manager delivered the following presentation:



MORGAN CIVIC & RECREATIONAL COMPLEX

CITY HALL / COMMUNITY CENTER



EXISTING COMPONENTS

A Lake B Renovated Playground C Morgan Sports Center

COST - Morgan Civic & Recreational Complex

ARCHITECTURAL COMPONENTS		
• CITY HALL +/- 30,000 SF	$	12,000,000.00
• COMMUNITY CENTER +/- 40,000 SF	$	16,000,000.00
SUBTOTAL	**$**	**28,000,000.00**
CONTINGENCY	$	4,200,000.00
TOTAL	**$**	**32,200,000.00**

SITE IMPROVEMENTS, ENGINEERING, ETC.		
• CITY HALL PARKING LOT	$	150,000.00
• CITY HALL SITE PREP	$	51,000.00
• CITY HALL WALKWAYS AND OPEN SPACE	$	150,000.00
• CITY HALL LANDSCAPING	$	255,000.00
• CITY HALL PLACE-MAKING	$	850,000.00
• CC SITE PREP	$	60,000.00
• CC WALKWAYS AND OPEN SPACE	$	115,000.00
• CC LANDSCAPING	$	195,000.00
• CC PLACE-MAKING	$	632,000.00
• CC PLAYGROUND	$	600,000.00
• CC NEW PLAY COURTS	$	22,000.00
• CC FITNESS AREAS	$	35,000.00
• PARK SKATE PARK	$	2,000,000.00
• PARK NEW PARKING AREAS	$	630,000.00
• PARK NEW FOOD TRUCK PARKING	$	420,000.00
• PW WALKWAYS AND CONNECTIVITY	$	85,000.00
• IMPROVED COMMONS DRIVE	$	2,100,000.00
SUB-TOTAL	**$**	**8,350,000.00**
CONTINGENCY	$	2,450,000.00
TOTAL	**$**	**10,800,000.00**

GRAND TOTAL	**$**	**43,000,000.00**

GATEWAY
FISHING VILLAGE



EXISTING COMPONENTS

A Destin History & Fishing Musem B Existing Police Department C Existing Cemetery

VISIONING MASTER PLAN
COST ESTIMATE

COST - Fishing Village

ARCHITECTURAL COMPONENTS		
• NEW DESTIN HISTORY AND FISHING MUSEUM +/- 6,250 SF	$	3,125,000.00
• BAIT AND TACKLE GIFT SHOP +/- 1,000 SF	$	400,000.00
• FISH CAMP REPLICA +/- 500 SF	$	200,000.00
• RELOCATE ORIGINAL POST OFFICE	$	75,000.00
• DESTIN HOME REPLICA +/- 500 SF	$	200,000.00
• DESTIN SCHOOL REPLICA +/- 1,460 SF	$	584,000.00
• 300 SPACE PARKING GARAGE	$	11,250,000.00
SUB-TOTAL	**$**	**15,834,000.00**
CONTINGENCY	$	3,166,800.00
TOTAL	**$**	**19,000,800.00**

SITE IMPROVEMENTS, ENGINEERING, ETC.		
• SITE PREP	$	43,000.00
• WALKWAYS AND OPEN SPACE	$	215,000.00
• LANDSCAPING	$	600,000.00
• PLACE-MAKING	$	850,000.00
• IMPROVED STREETSCAPE	$	950,000.00
SUB-TOTAL	**$**	**2,658,000.00**
CONTINGENCY	$	797,400.00
TOTAL	**$**	**3,455,400.00**

GRAND TOTAL	**$**	**22,456,200.00**

HARBOR ONE

OUTDOOR AMPHITHEATER FOR PASSIVE EVENTS

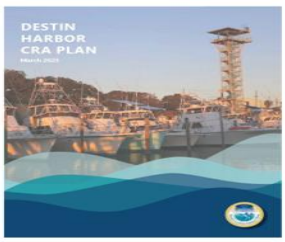


Source of City Objectives

- Recent City Council Meeting 6-2-25
- Strategic Plan
- Town Center CRA Master Plan
- Harbor CRA Master Plan
- [SRS] Town Center Visioning Master Plan









Project Priorities by Plan

Council Updated Priorities	Strategic Plan Priorities	Town Center CRA	Harbor CRA	[SRS] City Center Vision
Clement Taylor Park (4)	1.1 Destin City Center Feasibility Study*	1 Linear Park	1 Complete the Crosstown Connector	Architectural Standards
US 98 FDOT 4-lane alternatives (2)	1.2 Public Waterfront Acquisition†	2 Arts District/Downtown	2 Intersection improvements	Green Infrastructure
Waterfront Acquisition (2)	1.3 Underground Utilities†	3 Crosstown Connector	3 Harbor Boardwalk under the Bridge	Placemaking – wayfinding signage, lighting, public art, seating areas
Stahlman Avenue (US 98 underpass) (4)	1.4 Stahlman/US98 Pedestrian Vehicle Improvements - FDOT	4 Park System	4 Harbor Boardwalk Extension East	Form-based codes
Annexation	1.5 Pedestrian Access Concepts under Marler Bridge	5 Sidewalk/Bike Lane Improvements	5 Harbor Boardwalk Safety Improvements	Streetscape standards
Pocket Parks	1.6 Two-lane Crosstown Connector†	6 Intersection Improvements	6 Bike Lane/Sidewalk Improvements	Improve multi-modal connectivity between amenities
Underground Utilities	1.7 Improve Parking	7 Completion of the Street Network (98 Palms and Mattie M Kelly)	7 Parking Availability/Parking Deck (Zerbe)	Harbor One - Amphitheater
Traffic Relief (in general)	1.8 Annexation of unincorporated enclaves†		8 Parking Availability/Parking Deck (Marler)	Harbor One- Open Space
Destin City Center	1.9 Morgan Sports Center & Dalton Threadgill Park Master Plan for Renovations			Gateway Site – New Museum
Parking Improvement	1.10 Support for Regional Transit & Ferry			Gateway Site – Parking Garage
Parks Master Plan	1.11 City Marina			Gateway Site – Fishing Village
	1.12 Support Beach Re-nourishment			Gateway Site - Playground
	1.13 Support Regional Workforce Housing			Morgan Civic & Rec Complex – City Hall
				Morgan Civic & Rec Complex – Community Center

* Completed † On-going W erfront Stahlm Parks Cross wn Pede an/Bike Traffi e lief P ing Critical Important Desirable



Most Mentioned Objectives

- Stahlman Avenue (6)
- Pedestrian/Bike Improvements (6)
- Park System (6)
- Parking Improvement (5)
- Clement Taylor Park (4)
- Public Waterfront Acquisition (3)
- Crosstown Connector (3)
- Traffic Relief/Street Network (2)
- US 98 4-lane alternatives (2)
- Annexation (2)
- Destin City Center (1)

DISCUSSION:

The City of Destin held a public workshop to review and discuss the SRS Master Plan, focusing on strategic capital improvements across various city assets, including the Morgan Sports Complex, Gateway Fishing Village, and Harbor One property. The City Manager opened the meeting by emphasizing the workshop's theme: "We preserve our heritage and protect our future by making good decisions today." He noted that the SRS consultants were engaged to develop a master plan and provided a brief overview of their proposed vision, supported by the above slide presentation shared with the Council.

The first major component of the plan is the Morgan Civic and Recreational Complex. Existing features highlighted in green and blue include the lake, the newly renovated children's playground (scheduled to open June 16th), and the Morgan Sports Center. Proposed additions—highlighted in red—include a new City Hall and plaza, additional parking along Harbor Boulevard, a new community center and plaza, expanded children's play areas, picnic shelters, dog parks (both large and small), a skate park, outdoor basketball courts, and sand volleyball courts. The estimated cost of these improvements is approximately $43 million, with $32 million allocated to building facilities and around $10 million for site work and engineering.

The second component of the plan is the Gateway Fishing Village, which retains existing features like the Destin History and Fishing Museum, the sheriff's substation, and the city cemetery. Proposed additions include a weigh-in welcome station, bait and tackle shop, museum expansion, open event lawn, outdoor stage, parking garage, event staging area, a replica of a historic Destin homestead, children's playground, bus stop, and display of a historic fire truck. This portion of the plan has an estimated cost of approximately $22 million. The third element, Harbor One, envisions a small-scale event space with picnic shelters, hammock seating, and a boardwalk extension, although no cost estimates were available due to uncertainties about the scope of development.

The City Manager emphasized the importance of integrating the SRS recommendations with existing strategic priorities derived from the city's adopted strategic plan, CRA master plans, and a recent council visioning session. Common priorities were identified, including repeated mentions of Stahlman Avenue, which is the focus of an active $20 million grant application. The city is seeking $3.6 million in matching funds from the county and currently has $1.5 million earmarked in the state budget for cross-town infrastructure. Other priorities include sidewalk and road improvements, enhanced bike and pedestrian access, and recreational facilities. The City Manager cited ongoing work at Morgan Sports Center, such as new batting cages, ballfield lights, and a completed playground. Additionally, Clement Taylor Park is moving forward with improvements, and Threadgill Park is undergoing parking upgrades. The city has collected over $300,000 in parking revenue since March and has a $2 million parking reserve available for reinvestment. Comprehensive parking management RFP closes on June 19. Financially, the city is managing approximately $39 million in capital projects for FY25 and anticipates having the ability to service $40–46 million in debt by 2032 due to declining existing obligations.

During public comment, Mr. John Stephens of 4025 Indian Trail suggested adding transient boat slips to the Harbor One project to increase boating access for local residents. Ms. Autumn Weidenhamer of 2004 98 Palms Blvd expressed opposition to relocating the current dog park, citing its high visibility and utilization in its current location near the Morgan Sports Complex. She emphasized that it should remain a priority amenity.

Councilmember Hebert asked detailed questions about the Crosstown Connector project timeline. The City Manager responded that the contract recommendation for the stormwater phase would be presented the following Monday. Once awarded, the contractor will be issued a notice to proceed and be expected to complete the stormwater phase within 3 to 6 months. He confirmed that the city would proceed with the next RFP for the roadway phase before stormwater construction concludes to prevent delays.

Councilmember Trammell strongly echoed Ms. Weidenhamer's concerns, stating the city should not move facilities recently invested in, such as the new playground. She objected to the proposed reconfiguration and instead supported enhancing current layouts to integrate already-funded improvements. She noted that outdoor basketball courts had previously been suggested as a location for consolidated pickleball courts and requested that the area be reimagined accordingly. She emphasized the need for more green space and advocated utilizing existing public rights-of-way to create low-cost pocket parks. She also criticized the Gateway Fishing Village concept, questioning its practical value. She would like to look further into the recommendation to potentially swapping locations for the museum and the police department to better accommodate their respective needs and historical significance. She cautioned against rushing into new capital projects and urged the council to complete its existing commitments before allocating new funds.

Councilmember Destin voiced agreement with much of Councilmember Trammell's perspective. He supported additional recreational opportunities on the east side of town, provided they did not come at the expense of existing assets, such as closing the current Community Center. He expressed serious concerns about how the Crosstown Connector would affect the already congested Stahlman Avenue intersection. He warned that without significant upgrades—potentially in the $50 million range—the new connector might worsen traffic congestion and called for rethinking traffic flow solutions.

Councilmember Schmidt criticized the lack of preparation for the workshop, stating there was no agenda posted on the city website. He felt this deprived residents of the opportunity to prepare and provide input. He stressed the need to focus on the SRS plan itself and not unrelated capital efforts. He supported increased recreational infrastructure on the east side of town and strongly opposed building a new City Hall, stating the current one is fully functional. He emphasized that parks, gardens, and recreation ranked as top priorities among citizens and that the city-owned One Harbor site could be developed into meaningful green space at minimal cost. He proposed cutting high-cost, low-impact items such as the $2 million skate park and questioned the logic of duplicating the recently completed playground. He also advocated for exploring county and TDC partnerships to fund tourism-related recreation projects and voiced concerns that many current capital projects disproportionately benefit beachfront areas rather than the general public.

Later in the discussion, Councilmember Trammell proposed renaming the “Town Center Plan” to the “City Center Plan” to avoid confusion, as the term "Town Center" refers to a different area within Destin. The suggestion received broad support from the council.

Councilmember Bagby encouraged a holistic approach to the SRS plan, comparing it to previous guiding plans such as the Sasaki Plan. He noted that past successes—such as the Harbor Boardwalk and Festive Marketplace—resulted from clearly defined plans and consistent follow-through. He recommended that the city extract the most viable components from the SRS plan and integrate them into the city’s strategic priorities. He emphasized that while the city cannot afford to implement everything at once, pursuing targeted grants and partnerships could yield meaningful progress. He mentioned ongoing conversations with the Howard Group and Triumph Gulf Coast regarding harbor-related developments, including a potential aquarium. He also noted that low-cost green space acquisitions, like the undevelopable Lee family parcel, could yield great community benefits. He praised the SRS study for shifting the city's planning focus beyond the harbor area for the first time in decades.

ADJOURNMENT

Having no further business at this time, the meeting was adjourned at 6:08 PM.

_____

Jim Bagby, Councilmember

ATTEST:

_____

Rey Bailey, City Clerk

MINUTES
WORKSHOP
DESTIN CITY COUNCIL
JUNE 9, 2025
ANNEX COUNCIL CHAMBERS
6:00 PM

The Council of the City of Destin met in special session with the following members and staff present:

Destin City Council

Mayor Pro Tem Dewey Destin
Councilmember Jim Bagby
Councilmember Kevin Schmidt
Councilmember Terésa Hebert
Councilmember Sandy Trammell

City of Destin Staff

City Manager Larry Jones
Deputy City Clerk Kim Montgomery
Exec Asst to the City Manager Sheri Bethea
Public Information Director Tamara Young
Parks and Recreation Director Lisa Firth
Finance Director Krystal Strickland
Projects/Grants/Contract Manager Jeffrey Cozadd
IT Director Andy Peters
Deputy Comm Dev Director Steve O'Connor
Library Director Wen Livingston
Records Specialist Sharon Garner
Public Works Director Michael Burgess
Community Dev Director David Pritchard
HR Director Jaime Haynes
City Attorney Kimberly Kopp
City Engineer Robert Tomasek

WORKSHOP

A. Fiscal Year 2026 Budget Cycle

The City Manager began the workshop by presenting the preliminary FY26 operating budget with a theme of "preserving our heritage and protecting our future through good decisions. He emphasized that while the budget was still in draft form, it reflected thoughtful planning aimed at sustainability.



Council Objectives

CRITICAL PRIORITIES:
1.1 Offer livable wages & benefits to attract and maintain high caliber, qualified staff

6

2026 Budget Highlights

- Ad Valorem:
  Uncertified taxable values rose 5%
- Operating Expenses – *Decreased* 3%
- Personnel – 7% Increase
  - Wages – 3% Increase (removed positions, added COLA 3%, Merit 3%)
  - Benefits – 17% Increase (FRS & Social Security)

8

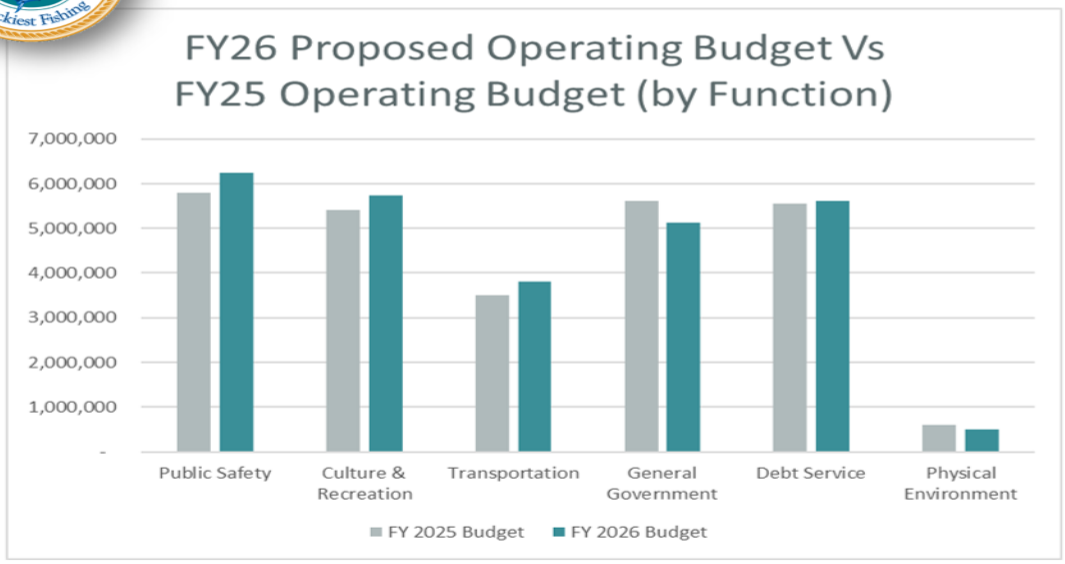
Retirement

PERSONNEL	FRS	ThriftPlan	$ variance	% variance
Wages	$ 7,828,971	$ 7,828,971	$ -	0%
FICA (medicare, social security)	594,234	146,021	448,214	307%
Retirement	1,232,851	970,971	261,880	27%
Insurance (health, dental, disability, workers comp, life...)	1,686,663	1,686,663	-	0%
TOTAL	$ 11,342,719	$ 10,632,625	$ 710,093	7%

*Florida Retirement System –13.63% FRS + 6.2% Social Security (19.83%)
1 year vest "investment plan"//8 years vest "pension plan"

*Thrift Plan – 7.5% base + 5% match (12.5%) Require 1000 work hours
7.5% no vesting schedule (in lieu of SS)//match on 7-year vesting plan

11



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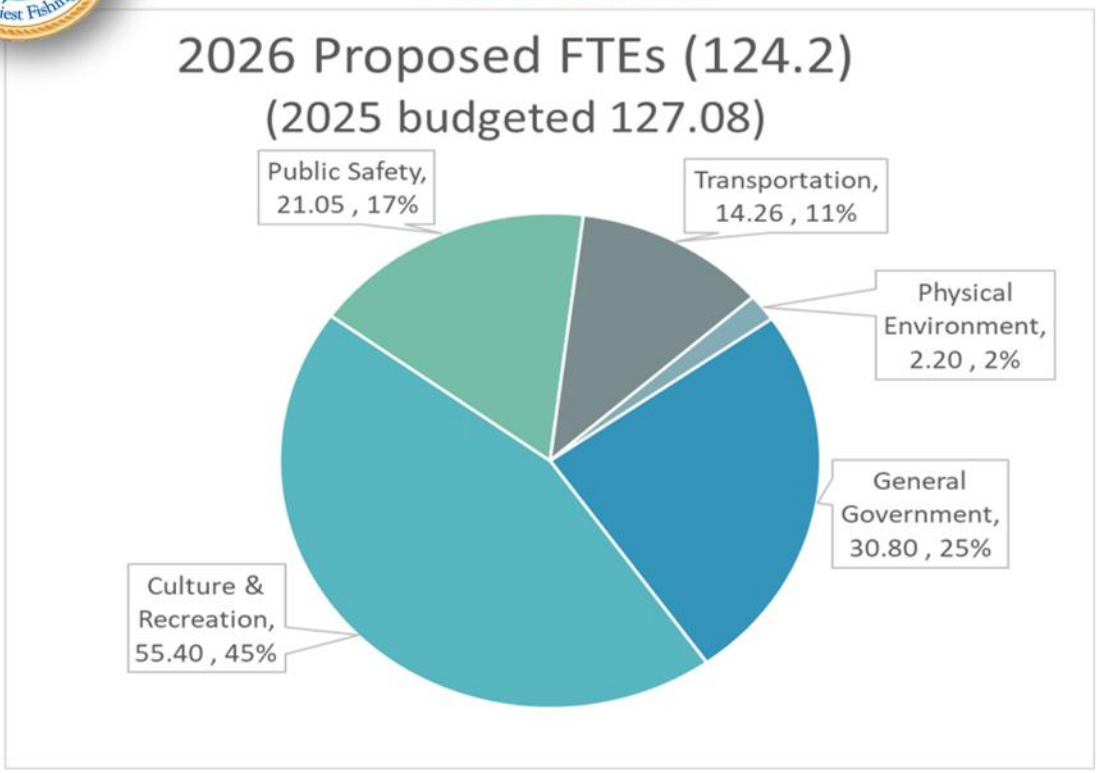
Personnel



Next Steps:

July 1: Attain certified values from Property Appraiser

July 14: Budget Workshop#2 – Capital Projects

July 21: Council Adopts Tentative Millage Rate

July 25 – 31: Detailed Budget Briefings

September 3 & 15: Budget Hearings

14

DISCUSSIONS:

The City Manager noted that the proposed operating budget totals $27.3 million, a 2% increase from the previous year's $26.88 million. Key allocations include:

- 38% to Operating Expenses
- 29% to Staff Wages
- 20% to Debt Service
- 13% to Taxes and Benefits

He also pointed out a 3% wage increase to accommodate COLA and merit adjustments. However, benefits are seeing a 17% increase, largely due to the proposed re-entry into Social Security and the Florida Retirement System (FRS).

The City Manager compared the estimated costs:

- $11.3M for FRS + Social Security
- $10.6M to stay with the current Thrift Plan
  A 7% difference. He stated the city is presenting the high-end option but acknowledged a scaled-down FRS model is possible.

Participation would initially be voluntary, with new employees required to join FRS if adopted. A 3% employee contribution and 6.2% Social Security tax would apply, potentially reducing some take-home pay by up to 9%, but the city would ensure all staff receive tools and counseling before any decision is required.

Councilmember Schmidt questioned the absence of detailed backup documentation for the budget, asking when they will be distributed to the council.

The City Manager clarified that the Finance Director will soon be providing that information at whatever level of detail the council desires.

Councilmember Schmidt clarified that he was not seeking an exhaustive, 175-page, line-by-line breakdown of the budget. Instead, he emphasized the need for a level of detail sufficient to reveal the driving factors behind the budget figures. He expressed a desire to understand the underlying elements influencing decisions and to identify the key points that the council should be aware of in order to make informed choices and ensure transparency for the public.

Councilmember Schmidt also expressed discomfort with how FRS is already included in the proposed budget, stating it feels a little premature to just put it in the proposed budget at the first workshop without a full understanding of what it truly means.

Councilmember Bagby clarified that the council had previously passed a motion to pursue FRS and Social Security for staff and emphasized that the budget is a fluid document. He supported the hybrid approach, allowing existing employees to choose and requiring new employees to join FRS. He also spoke about FRS being a superior retirement option, especially for long-term staff.

Councilmember Schmidt commended staff for achieving a 3% reduction in operating expenses and expressed hope of avoiding a net 2% overall budget increase by the final version.

Councilmember Bagby raised concerns about overly generous health benefits, noting they are now competitive on salaries for staff but still over-competitive on healthcare compared to other peers.

Councilmember Bagby and the HR Director presented a comparison showing Destin contributes 100% for employees, and 66.67% for family plans – 20-30% more than peer cities. Councilmember Bagby stressed the importance of balancing staff benefits with fiscal responsibility and resident value.

The HR Director confirmed they are exploring a cost-sharing model, suggesting family/spouse/child coverage shift from 66.67% to 50%.

Councilmember Trammell strongly supported FRS, noting her own positive experience. She asked if a senior leadership or employee committee had vetted FRS. The HR Director noted that they have conducted an all-employee survey, revealing a 50/50 split between those wanting to stay with the Thrift Plan vs. moving to FRS. Department-level listening sessions confirmed this breakdown, with younger/newer staff favoring FRS and long-tenured staff preferring to remain in the current system.

Councilmember Trammell requested an estimate of how many might convert FRS, to which the HR Director reiterated the split and the individualized nature of the decision.

Councilmember Bagby reiterated that this hybrid system avoids the flaws of past all-or-nothing votes, giving employees individual choice. He also emphasized the importance of financial education for employees before deciding.

Councilmember Destin praised the City Manager for presenting a workable plan to reintegrate FRS despite its costs. He noted the City needs to find long-term solutions to fund this responsibly – either through hiring restraint, health benefit changes, or other fiscal strategies.

ADJOURNMENT

Having no further business at this time, the meeting was adjourned at 6:35 PM.

_____

Jim Bagby, Councilmember

ATTEST:

_____

Rey Bailey, City Clerk

REGULAR MEETING
DESTIN CITY COUNCIL
MAY 5, 2025
CITY HALL ANNEX COUNCIL CHAMBERS
6:00 PM

The Council of the City of Destin met in regular session with the following members and staff present:

Destin City Council

Mayor Bobby Wagner
Councilmember Torey Geile
Councilmember Terésa Hebert
Councilmember Sandy Trammell
Councilmember Dewey Destin
Councilmember Jim Bagby
Councilmember Kevin Schmidt

Destin City Staff

City Manager Larry Jones
Finance Director Krystal Strickland
Building Official Noell Bell
Projects/Grants/Contract Manager Jeffrey Cozadd
Public Information Director Tamara Young
Deputy Comm Dev Director Steve O'Connor
City Attorney Kimberly Kopp
City Clerk Rey Bailey
Public Works Director Michael Burgess
Parks & Rec Director Lisa Firth
Senior Planner Daniel Butler
IT Director Andy Peters
HR Director Jamie Haynes

CALL TO ORDER, INVOCATION AND PLEDGE OF ALLEGIANCE

Mayor Bobby Wagner called the meeting to order at 6:00 PM. Pastor David J. Butler of Faith Assembly Christian Church gave the invocation, which was then followed by the recitation of the Pledge of Allegiance.

AGENDA APPROVAL

Motion by Councilmember Hebert, seconded by Councilmember Geile, to approve the agenda passed 6-0. Councilmember Braden was absent from the meeting.

1. PROCLAMATIONS / RECOGNITIONS / SPECIAL / PUBLIC PRESENTATIONS / ANNOUNCEMENTS

A. OCSO Spring Break Report - Captain Jason Fulghum

Capt. Jason Fulghum of the Okaloosa County Sheriff's Office presented a summary of spring break operations, reporting that the 54-day enforcement period was largely successful and

calmer than in previous years. Five deputies were deployed daily, resulting in 1,180 service calls and 664 arrests—mostly for underage alcohol possession—with the majority (89%) occurring within Destin city limits. Some repeat offenders were taken to county jail. Notably, a potentially disruptive fraternity from Atlanta had announced intentions to come to Destin, prompting proactive messaging and coordination with businesses, which ultimately prevented incidents.

Councilmember Schmidt inquired about the source of funding for additional personnel. Capt. Fulghum confirmed that the Tourist Development Department (TDD) funded all overtime expenses for the spring break detail. Normally, the Sheriff's Office covers on-duty expenses, though this year one Destin city employee was used to cover marine unit duties due to staffing issues.

Councilmember Schmidt inquired about Destin's jurisdiction over water areas. Capt. Fulghum clarified that the City of Destin has jurisdiction over parts of the harbor, Joe's Bayou, and smaller bayous. The marine unit patrols these areas for DUIs, wake zone violations, navigation law enforcement, and assists with Coast Guard and city code enforcement on illegal charters.

2. PUBLIC COMMENTS

Mr. Stan Crowder, representing the Emerald Coast Fitness Foundation (ECFF), spoke during a public meeting in Santa Rosa to announce the foundation's 10-year anniversary celebration of providing Destin with its only public aquatic facility. The event, called "Splash of Gold," will take place on May 17th and will feature Olympic gold medalist and YouTube personality Cody Miller**,** who will lead swim clinics. The event will also include family swimming time, cocktail hour, and an auction. Mr, Crowder expressed gratitude for the city's ongoing support, which is essential for the ECFF's nonprofit operations.

3. CONSENT AGENDA

A. Extension of Tyler Technologies Contract to Overlap MGO
B. Approval of minutes of April 7, 2025, Regular City Council Meeting

Motion by Councilmember Hebert, seconded by Councilmember Trammell, to approve Consent Agenda items 3A and 3B, as listed above, passed 6-0.

4. CITY MANAGER REPORTS

A. Lien Reduction Request - 4555 Wood Wind Drive

The City Manager introduced Item 4A, a lien reduction request for the property located at 455 Woodwind Drive. He provided background on the case, stating that on June 19, 2018, the Special Magistrate found the property in violation of city codes due to failure to register as a short-term rental. The owner was given until July 20, 2018, to comply. When compliance was not met, a fine of $200/day (later noted as $250/day) began accruing, resulting in a lien totaling $618,500. The City Manager noted that as of the prior week, the owner paid short-term rental fees from 2018 through 2025, totaling about $6,000. According to the city's code, a lien over 5 but less than 10 years old can be reduced by up to 5 % of the total amount.

Mr. Mike Ko, co-owner of the property, explained that he and his wife purchased the property in 2017. He stated they were unaware of the accruing fines until March 26, 2024, when the lien was discovered during the sale process. He asserted that the last time the home operated as a short-term rental was in November 2018. He argued that had they been aware of the violation, they would have promptly resolved it. He emphasized their belief that they did not receive proper notice of the hearings and lien, citing work and family circumstances and stating that a signature for certified mail in 2018 was not theirs. Co-owner Asher Ko also explained that the home had been vacant and unrentable for years due to damage and personal issues.

Councilmember Bagby acknowledged that while documentation showed delivery of notice to the registered address in Navarre, he was willing to compromise. He pointed out the property had been listed as a vacation rental as recently as March 2024 and questioned the inconsistencies. Despite this, he proposed a **motion for 50/50 split of the lien, reducing the fine to $320,000, noting that continued legal action would incur further costs for all parties. The motion included a stipulation for payment within 90 days. Councilmember Hebert provided a second to the motion.**

Councilmember Geile questioned whether the property owners received proper notice, expressing skepticism about certified mail delivery and the possibility it wasn't signed by the property owners. He sought clarification from Deputy Community Development Director Steve O'Connor, who explained that certified mail was sent to the owner's registered address and that the U.S. Postal Service confirmed delivery. He added that the notices were also posted on the property itself and that the city followed its standard procedures at the time.

Councilmember Destin criticized the magnitude of the fine. He noted the property owners claimed they ceased renting in 2018 and believed the city's actions lacked proportionality.

Councilmember Destin offered a substitute motion to set the fine at $100,000, provided that the applicant pay all outstanding short-term rental fees due to the city as well as pay the remainder of the lien within 90 days. Motion was seconded by Councilmember Schmidt.

Councilmember Schmidt asked about the property's condition and use over the years. The owners confirmed it had remained vacant due to flooding, repairs, and personal circumstances. Councilmember Schmidt questioned the city's procedures in 2018, specifically whether return receipt signatures were obtained for certified mail. He expressed concern over imposing large fines for activity that may not have occurred over several years.

The City Attorney explained the hearing process before the Special Magistrate. The owner of the property is first given a compliance window (typically 30 days). If not resolved, fines begin to accrue automatically after a second hearing. Compliance must be verified and recorded through an affidavit for the fines to stop. Simply ceasing the activity without notifying the city does not halt the accrual.

Councilmember Geile emphasized the need for realism and accountability. He noted that although the owners claimed non-receipt of notices, the certified mail was delivered to their registered address. He expressed concern about the motive behind denying receipt and supported a more balanced view of the case.

Having no further comments from the council members, the mayor called for a vote on the substitute motion, which passed 4-3 (Council members Destin, Hebert, and Schmidt voted "yes"; Council members Trammell, Geile, and Bagby voted "no"; Mayor Wagner cast a tiebreaking vote of "yes").

B. Lien Reduction Request - 30 Moreno Point Road, #302A Destin, FL

The City Council meeting addressed a lien reduction request for a property at 30 Marina Point Road, which had previously been found in violation of the city code due to being an unsafe structure constructed without permits. The City Manager explained that the lien had accrued at $250 per day from May 3, 2019, until the property was brought into compliance on February 5, 2021, totaling $161,000. By code, a 25% reduction was permissible since the lien had been in place for over a year but less than two.

Brian Kiefer, a real estate attorney representing the new property owner, Len DeRouen, presented the case. He explained that Mr. DeRouen had purchased the condo in foreclosure in 2020 with no knowledge of the lien. Attorney Kiefer admitted he had provided his client incorrect advice based on the city's COMPASS system, which misleadingly showed the case as "closed/resolved" in 2021. He further argued that the violations had likely been resolved earlier by the prior owner, Donald Parkhurst, now deceased, and that the accruing fines should be recalculated from 64 days instead of 659, requesting the fine be reduced to $16,000.

Councilmember Geile questioned why no title search had been performed, emphasizing that the buyer assumed responsibility for any existing liens. Attorney Kiefer confirmed no title company was used, and the purchase was made through an HOA foreclosure. Councilmember Schmidt asked whether the COMPASS system could flag active liens during permitting. City staff clarified that while COMPASS marked the case closed once compliance was achieved in 2021, it does not proactively alert users to lien statuses. The City Attorney explained that responsibility lies with buyers to inquire directly with the city about open code enforcement cases.

Councilmember Hebert moved to set the fine at $25,000, provided that the applicant pay the remainder of the lien within 90 days, seconded by Councilmember Destin. Motion passed 4-2, with Council members Geile and Bagby dissenting.

Following the vote, there was further discussion on improving communication and transparency regarding code liens. Council members debated whether additional measures were needed to ensure proper notice of liens, beyond certified mail and property postings.

Council's Additional Feedback and Consensus:

- Establish a baseline standard for fines and lien procedures to ensure fairness and transparency.
- Consider drafting a clear procedural standard for lien notification and enforcement while preserving discretionary review by the council in special circumstances. Maintain the council's quasi-judicial discretion to assess

individual circumstances on a case-by-case basis, acknowledging that not all cases warrant identical outcomes.

- Explore in-person service of lien notices, such as through the sheriff's office or private civil servers to ensure proper delivery and acknowledgment.
- Reinforce the expectation that owners of multiple properties are responsible for compliance and communication regarding all holdings. Clarify that receipt of a permit does not necessarily resolve compliance issues unless the actual violation has been corrected.

The Deputy Community Development Director provided a detailed explanation of upcoming improvements involving the MGO software platform. He explained that the Code Compliance Division had scheduled a meeting with MGO to specifically address improvements to the software's code enforcement functionality. As a result of the challenges highlighted in this and a similar case, staff had been directed to work with MGO to create a "lien tracker." This system would support internal reminders for staff, triggering compliance deadline alerts—such as notifications 5 days or 2 days in advance—and also allow for better follow-up after deadlines have passed. He also noted the intention to implement quarterly reminders that inform staff of outstanding code liens and compliance issues, potentially prompting outreach efforts to affected property owners. He acknowledged that one of the main limitations is the city's reliance on property appraiser records, which often only include mailing addresses and lack updated contact information such as email addresses or phone numbers. However, he emphasized that when such information is available—especially in cases involving short-term rental applications—staff can and will make efforts to notify owners through those additional channels.

C. Resolution 25-10 Schedule of Fees

The City Manager briefly introduced the resolution, clarifying that it is a procedural step to incorporate fee changes already adopted by the council earlier in the year. These changes affected building permit fees and parks and recreation fees. Finance staff indicated that if the new parks and recreation fees had been applied in FY2024, the city would have generated approximately $30,000 in additional revenue.

Councilmember Bagby expressed concern about the city's long-term fiscal health, emphasizing that property valuations—and therefore property tax revenues—are expected to remain flat over the next one to two years. He warned that without new sources of funding or state/federal support (which he deemed unlikely), the city will face budget constraints. He highlighted the need for serious policy decisions, such as either raising fees, reducing services, or cutting support in other areas. He supported the resolution but urged fellow council members to keep these broader fiscal challenges in mind during upcoming budget deliberations.

Councilmember Destin echoed Councilmember Bagby's concerns, stating that increasing fees should not be the default solution for addressing revenue shortfalls. He pointed out the need for alternative strategies beyond fee hikes, including cost containment and operational efficiencies. He also questioned the magnitude of the $30,000 increase, noting that without knowing the total parks and recreation budget, it was difficult to gauge the significance of that figure.

The Finance Director reiterated that the council had already approved the individual fee increases in previous meetings—both for building permits (averaging a 34% increase) and for parks and recreation (based on comparable rates from nearby Fort Walton Beach). The purpose of this resolution was to consolidate those changes into a single, comprehensive fee schedule document for the fiscal year.

Several council members noted that the fee-related data and impact analyses had been discussed extensively in prior meetings. However, others emphasized the importance of rehashing the information during public hearing so that the community could understand the rationale behind the fee adjustments. One councilmember expressed frustration that the resolution bundled both building and recreation fees together, limiting the ability to vote differently on each item. Staff explained that the bundled format reflects prior council actions, not a new proposal.

Motion by Councilmember Schmidt, seconded by Councilmember Trammell, to adopt Resolution 25-10 – Schedule of Fees – passed 5-1; with Councilmember Destin dissenting.

D. Employee Manual Update

The City Manager presented an update to the employee manual regarding a revision to the leave policy. The change consolidates all types of leave—sick leave, vacation, and other forms of leave (excluding comp time)—into a single, comprehensive Paid Time Off (PTO) system. This new approach allows employees to draw time off from one unified pool, making it easier to manage and use without needing separate justifications, like a doctor's note. The policy streamlines administrative processes while maintaining oversight by appropriate supervisors. More importantly, employees will not lose any accrued time, as accrual rates remain unchanged.

Councilmember Bagby moved to approve the 5.5.2025 revisions to the Employee Manual with an effective date of May 10, 2025; seconded by Councilmember Trammell. Motion passed 6-0.

Councilmember Bagby moved to direct staff to develop and present an option for transitioning city employees to Social Security and the Florida Retirement System, to be considered as part of the 2026 budget planning process. Motion was seconded by Councilmember Trammell and passed 6-0.

E. Destin Community Center - Exterior Building Condition Assessment (BECI)

The City Manager provided an update on the exterior condition of the Destin Community Center, noting that while the doors are in relatively good shape and can be repainted and recoated, the overall condition of the facility is poor. A recent inspection of the building's exterior envelope revealed multiple issues including water intrusion, material failure, and visible structural degradation. Key recommendations from the inspection include a full replacement of the roof, replacement of the storefront windows with thermally broken aluminum frame systems, and removal of the damaged EIFS (exterior insulation finishing system), which lacks a moisture barrier, to be replaced with a new drainable system. Given the severity of the issues, the City Manager recommended issuing a Request for Proposals (RFP) to obtain cost estimates for repairing or replacing individual components—roof, windows, exterior coating, and door painting—using the

$717,000 currently budgeted, with the possibility of allocating additional funds in the next fiscal year.

Councilmember Destin moved to request proposals to obtain cost estimates for repairs and replacements, seconded by Councilmember Hebert. Motion passed 5-1, with Councilmember Schmidt dissenting.

F. FY26 Budget Calendar

The City Manager noted that the budget calendar is being provided to adopt a budget for fiscal year 2026. It includes all the details regarding State of Florida Truth in Millage (TRIM) requirements and staff deadlines for components of the budget book, in addition to recommended dates for council workshops. This year, many items were slightly delayed due to the ERP system implementation. Also, the Okaloosa Board of County Commissioners has scheduled their first budget hearing for September 4, 2025. The City of Destin Resolution 24-15 set a regular council meeting for September 4, 2025. Because the city cannot hold their budget hearing on September 4th, staff recommend changing the date of the regular city council meeting/first budget hearing to Tuesday, September 2, 2025.

Councilmember Bagby moved to change the date of the first regular council meeting in September from September 4, 2025, to September 2, 2025, and to approve the budget calendar as proposed. Motion was seconded by Councilmember Hebert and passed 6-0.

G. Land Development Code Approval Process

The City Manager addressed the approval process for the new Land Development Code (LDC), which consists of 11 articles. He recommended a phased review of the articles through individual or paired workshops, eventually consolidating all revisions into a single ordinance for adoption to ensure clarity and ease of implementation.

The Deputy Community Development Director expanded on this "Option 1" approach. He proposed reviewing and tentatively approving articles in stages across multiple meetings (e.g., grouped chapters) but finalizing them as one ordinance with a single effective date. This method would simplify tracking code changes over time and benefit staff efficiency by having a clear implementation timeline.

Councilmember Schmidt moved to have the Land Development Code be brought back for approval using Option 1, with one ordinance for the entire Land Development Code approval: seconded by Councilmember Hebert.

Councilmember Trammell expressed opposition to Option 1, favoring a process that allows for individual ordinance approval per chapter. She emphasized the importance of reviewing each component in detail due to potential concerns in specific chapters.

Councilmember Destin supported Option 2, the more traditional approach, where each article or group is reviewed and approved separately with individual ordinances. He voiced concern about losing critical review opportunities by consolidating everything too early and cited confusion over staff's explanation of the readings process.

The City Attorney clarified that her recommendation was also Option 2, supporting separate approvals to allow more thorough council involvement and legal defensibility.

Ultimately, Councilmember Bagby noted that while the terminology (Option 1 vs. Option 2) was debated, all parties appeared aligned on the need for detailed chapter-by-chapter review with a single implementation date.

Councilmember Destin offered a substitute motion to direct the draft Land Development Code to be brought back for approval using Option 2, as discussed, with multiple ordinances for the entire Land Development Code approval, seconded by Councilmember Trammell. Motion passed 5-1, with Councilmember Schmidt dissenting.

H. Draft Minutes of Standing Committees and Boards - Informational Only

I. Announcements

1) A reminder for each council member to bring two or three priorities for the strategic plan summary and update at the May 19th council meeting..

2) Beginning on May 13th, the City will launch "My Government Online" (MGO), which will replace the Compass system. MGO will be used for permitting, licensing, business tax receipts, short-term rentals, code compliance, and more. On that date, Compass will stop accepting new applications but will remain accessible to complete existing ones. Outreach for this transition has included over 10,000 emails, website updates, social media posts, and other efforts to ensure a smooth changeover.

3) City offices will close at noon on Friday, May 16th, for an Employee Appreciation Day; emergency contacts will be made available online.

4) On Memorial Day, May 26th, the American Legion will host a ceremony at 11:00 a.m. at the Destin Memorial Cemetery, featuring a wreath-laying and short speeches, followed by refreshments at the Legion Post. City offices will also be closed that day.

5) A public workshop focused on SRS and visioning is scheduled for June 9th at 5:30 p.m., with encouragement for those who participated in last year's survey to attend and share their input.

6) Sea turtle nesting season began on May 1st and will run through October 31st. The city is providing special red flashlights at City Hall that are safe for turtles to be nesting. This year, individuals picking up flashlights—whether locals or visitors—will be asked to provide some basic information, including their city and state, to help improve data tracking.

5. PUBLIC HEARINGS

A. First Reading of Ordinance 25-08-LC relating to the imposition of mobility fees; providing for adoption of a mobility fee study and table of mobility fees; providing for mobility fee discounts; and providing for city enforcement.

The City Attorney read Ordinance 25-08-LC by title and then presented it to the city council on first reading.

> AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA, RELATING TO THE IMPOSITION OF MOBILITY FEES; PROVIDING FOR ADOPTION OF A MOBILITY FEE STUDY AND TABLE OF MOBILITY FEES; PROVIDNG FOR MOBILITY FEE DISCOUNTS; PROVIDING FOR CITY ENFORCEMENT; PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR INCORPORATION INTO THE LAND DEVELOPMENT CODE; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

The mayor opened a public hearing to receive comments for or against the proposed ordinance. Having none, the mayor closed the public hearing and turned the matter over to the city council for discussion and consideration.

Councilmember Schmidt moved to approve Ordinance 25-08-LC on first reading as presented with the discounts applied to Long-term Single Family Uses, and the full rate per the Mobility Fee Study to all other uses, seconded by Councilmember Hebert.

Councilmember Destin sought clarification on what the council was voting on. He asked if they were approving one of three options presented, referencing an "alternative motion."

The City Attorney clarified they were voting on whether to approve the ordinance on first reading, and that the motion proposed increasing all fees except for long-term residential, which would receive a 50% discount. She also clarified that if the ordinance was adopted, fees could not be waived for individual projects, such as a grandmother building a small playhouse for grandkids. All properties in each category must be treated equally; no case-by-case exemptions (i.e., no "spot zoning") would be allowed.

City staff further explained that the motion being voted on was not explicitly one of the original three options listed in the staff materials. However, it was informed by discussions during mobility fee workshops, where the consensus was to lower the impact fee for long-term single-family and duplex residential uses. The result was a 50% discount for those uses, while all other uses would pay 100% of the fees recommended in the mobility study.

Councilmember Destin asked about a line in the summary indicating that fees would fund multimodal infrastructure and questioned how this would be relevant if the city was dissolving the multimodal transportation district (MMTD).

Staff clarified that although the MMTD as a zoning/overlay district is being eliminated, multimodal infrastructure still refers to projects supporting bikes, pedestrians, and vehicles. While MMTD-related regulations (like maximum parking limits and increased bicycle parking requirements) are going away, design standards are being preserved through the Design Manual. This includes elements like street design and façade requirements.

Councilmember Bagby asked what the fees at 100% looked like for long-term residential, referencing charts that showed 50% and ~90% rates but not 100%. Staff pointed to Option 1 in Attachment 4 of the report, which showed maximum fees for all uses, including long-term residential.

Staff reiterated that the proposal under consideration applied a 50% discount to long-term residential fees. For example, for a 2,000–2,999 sq ft home, the current fee was $1,425, and the proposed fee with the 50% discount would be $9,389, which is a ~600% increase from current levels. For a 500 sq ft home, the fee would rise from $583 to $5,023 under the proposed structure.

Councilmember Destin expressed concern over the steep increases (e.g., 600% for an average home), calling them “totally unreasonable.” He acknowledged that while the fees only apply to new construction, the increases still impact residents' ability to afford building in Destin. He noted that most people have children or grandchildren who might be affected and said he could not support the ordinance due to the scale of the increase.

Motion passed 5-1, with Councilmember Destin dissenting.

6. COMMENTS / PRESENTATIONS FROM MAYOR, COUNCIL, AND CITY ATTORNEY

A. Councilmember Braden
B. Councilmember Trammell
C. Councilmember Destin

Councilmember Destin acknowledged the work of the dedicated code enforcement officer on beach vending enforcement noting that initial warnings have had some success—most general operators have ceased activity, and only one repeat offender remains active and continues to operate daily, indicating that current enforcement measures are not fully effective.

At the next council meeting, Councilmember Destin intends to introduce a motion under his name to: Reallocate funds to the legal department to allow the city attorney to pursue a court injunction against repeat offenders of the beach vending ban.

D. Councilmember Bagby
    1) Seek Attorney General's Opinion on Public Release of Tourist Development Tax Collection Information

Councilmember Bagby explained that for the City of Destin to collect fees owed, it is necessary to obtain address information so notices can be mailed to individuals. However, there is a legal concern regarding whether such information can be shared, as referenced in a statute cited by the Clerk of the Courts. To clarify this issue, he proposed **a motion authorizing the city attorney to draft a request for an opinion from the Florida Attorney General on whether the city can legally obtain the information from the Clerk of the Courts. The motion was seconded by Councilmember Hebert and passed 6-0.**

E. Councilmember Hebert
F. Councilmember Geile
    1) Projects Status/Updates

G. Councilmember Schmidt

Councilmember Schmidt mentioned that the pickleball item is awaiting discussion at the TDC meeting, scheduled for May 28. He requested that the City Manager contact Craig Coffey, the Deputy County Administrator, to ask if the item could be placed on May 20 BOCC meeting agenda in case the TDC meeting is canceled again. He noted that a previous delay occurred due to a TDC meeting cancellation and emphasized the importance of moving the item forward.

Councilmember Schmidt referred to previous discussions on utility box wraps and requested that 2 to 3 ideas along with their costs be brought back to council to consider another round of decorative wraps. He supported Councilmember Trammell's idea of creating standardized wrap designs and making it a permitting requirement for new utility boxes, particularly as more are installed alongside fiber and power infrastructure.

Councilmember Schmidt proposed exploring the idea of allowing beach bonfires in Destin, similar to what is done in Walton County. **He made a motion for the city manager and staff to research and bring back a proposal, including potential revenues and implementation logistics. The motion was seconded by Councilmember Hebert and passed 6-0.**

Councilmember Bagby requested that, along with the bonfire proposal, the staff should include a calculation of the linear feet of public beach the City of Destin actually controls. He highlighted that most of Destin's beach is privately owned, with the state and county controlling the largest public sections, limiting where beach bonfires could feasibly occur. He suggested coordinating with the county on James Lee Park if the city wants to pursue the idea for meaningful revenue.

I. Mayor Wagner

The mayor addressed the potential opportunity for Destin to join Walton County in an upcoming beach renourishment project, citing the passage of a beach bill championed by Senator Jay Trumbull. Although the beaches in question are not entirely within Destin, the mayor emphasized that areas such as Crystal Beach and Holiday Isle have been classified as "critically eroded" by the 2024 FDEP report. The mayor expressed interest in "jumping on the wagon" of Walton County's larger project to potentially benefit from economies of scale and shoreline improvement. As part of this effort, the mayor noted that the ECL would be critical, as land seaward of the ECL would become public beach, while private beaches would remain so. The mayor acknowledged cost feasibility and jurisdictional complexity but hoped the TDC could assist with funding, as they hold beach nourishment reserves.

Councilmember Destin made a motion to formally authorize the mayor to advocate Destin's interest in partnering with Walton County on the beach renourishment initiative. The motion was seconded by Councilmember Hebert and passed 6-0.

Councilmember Bagby stated that accurate and current survey data is essential, particularly regarding the ECL (mean high water line). He asked the council's TDC representative to obtain the most recent beach survey from the TDD Director noting that Crystal Beach has an existing ECL for the eastern two miles, while Walton County has recently updated theirs. He emphasized that nourishment projects take 5–7 years to realize, and public perception may be confused once the governor signs the bill, mistakenly assuming all beaches becoming

public. He reminded the council that property rights enforcement will still be expected from private beach owners.

The mayor also raised the issue of wake activity in Joe's Bayou, noting that the current no wake zone only covers the mouth of the bayou, and once past the park, vessels are allowed to create wake. The mayor advocated expanding the no wake zone throughout the bayou to improve safety and reduce disruption, particularly around the boat ramp.

I. City Attorney

7. PUBLIC COMMENTS

ADJOURNMENT

Having no further business at this time, the meeting was adjourned at 8:04 PM.

_____

Bobby Wagner, Mayor

ATTEST:

_____

Rey Bailey, City Clerk

REGULAR MEETING
DESTIN CITY COUNCIL
APRIL 21, 2025
CITY HALL ANNEX COUNCIL CHAMBERS
6:00 PM

The Council of the City of Destin met in regular session with the following members and staff present:

Destin City Council

Mayor Bobby Wagner
Councilmember Torey Geile
Councilmember Terésa Hebert
Councilmember Sandy Trammell
Councilmember Kevin Schmidt
Councilmember Dewey Destin
Councilmember Jim Bagby
Councilmember Rodney Braden

Destin City Staff

City Manager Larry Jones
Dep Comm Dev Director Steve O'Connor
Principal Planner Daniel Butler
Finance Director Krystal Strickland
Parks & Recreation Director Lisa Firth
Projects/Grants/Contract Manager Jeffrey Cozadd
City Attorney Kimberly Kopp
City Clerk Rey Bailey
Comm Dev Director David Prichard
Public Works Director Michael Burgess
IT Director Andy Peters
Building Official Noell Bell
Planner Jesse Harnandez
Public Information Director Tamara Young

CALL TO ORDER, INVOCATION AND PLEDGE OF ALLEGIANCE

Mayor Bobby Wagner called the meeting to order at 6:00 PM. Paster Steve Farris of the First Baptist Church of Destin gave the invocation, which was then followed by the recitation of the Pledge of Allegiance.

AGENDA APPROVAL

Agenda items 4A and 4C were moved to the top of the agenda.

Motion by Councilmember Hebert, seconded by Councilmember Trammell to approve the agenda, as amended, passed 7-0.

First item discussed was agenda item 4A

1. PROCLAMATIONS / RECOGNITIONS / SPECIAL / PUBLIC PRESENTATIONS/ ANNOUNCEMENTS

A. HarborWalk Village Phase II Compliance Review Q & A

Attorney Dana Matthews, representing Legendary Inc. and Harborwalk, provided a historical overview of the Harborwalk Development Orders (DOs), explaining their phased approval starting in 2003 with DO02-55, and subsequent amendments:

- DO02-55 (2003) approved 170 condominium units and 199,999 square feet of commercial space.
- DO04-13 (2004) added 122 residential units, including a second tower not to exceed 157 feet, and increased required parking to 1,587 spaces.
- DO10-02 (2009) established Phase 2, approving 90 multifamily units, 382,090 square feet of non-residential space, 251 motel units, and 25,000 square feet of retail. This phase was approved under the Tier 2 category and set a maximum height of 100 feet or nine stories.

Attorney Matthews stressed that final architectural plans are conceptual and must meet staff-level review for height, density, intensity, traffic, and stormwater compliance. He also noted a new parking garage is part of Phase 2 and will provide approximately 500 additional public parking spaces, beyond what's required for the development.

The City Attorney clarified the reason for the workshop: while the applicant believed construction permitting could begin, staff informed them that a development order amendment would be needed due to changes since the last DO approval. The workshop was scheduled as a preliminary Q&A session to inform the council, considering the significant community impact and the age of the original approvals.

Councilmember Braden expressed skepticism and frustration regarding prior development order amendments. He questioned why Legendary was requesting council involvement now when historically, amendments were handled at staff level. He alleged that previous approvals lacked transparency, suggesting staff, including a former City Manager, Community Development Director, and City Attorney bypassed council authority. He contended that Amendment 3, which allowed additional floors, was pushed through under the pretense of minor changes and lacked proper council oversight.

Attorney Matthews defended the process, stating Amendment 3 (DO10-02) was approved by the city council after multiple technical review committee meetings, planning commission reviews, and public hearings. He acknowledged Councilmember Braden’s concerns but emphasized that everything had followed due process, and previous amendments were documented and reviewed by city staff. He also reiterated that all updates were within the bounds of the approved development envelope and that no changes to density, intensity, or height would exceed what had already been vested.

Attorney Matthews also mentioned that parking was reverified in 2015 through a joint effort between the City and Legendary. A follow-up verification occurred in 2018, supported by

a new DO (DO18-13). He added that while 34 motel units approved at the time had not yet been built, a permit had recently been pulled to construct 24–26 of them.

Councilmember Geile raised concerns about Emerald Grande employees parking in public lots, noting that parking fee increases had triggered complaints. He questioned whether the new garage would accommodate all staff.

Attorney Matthews said there would be parking spaces for employees but did not commit to specific numbers, stating details would be determined during final design. He agreed to follow up and provide more information.

Councilmember Geile also asked for a detailed breakdown of parking allocations per kiosk and use, which Attorney Matthews directed him to in DO18-13, showing how each vendor, kiosk, and vessel type was assigned parking based on use.

Councilmember Bagby emphasized that this meeting was merely an update, not an approval session. He reiterated that all development orders and amendments were lawfully approved by previous councils and that Attorney Matthews was providing historical context for newer members.

Councilmember Bagby supported the turn lane installation as a high priority and referenced the city's plans to install a pedestrian tunnel under Highway 98, noting the importance of separating vehicle and pedestrian traffic.

Councilmember Destin echoed the sentiment that the Harbor intersection is the worst in the city, caused in large part by the Harborwalk development. He noted pedestrians crossing from north-side parking lots to Harborwalk add to congestion and that these visitors are primarily Harborwalk's customers. He insisted on improvements, particularly emphasizing the necessity of the right-turn lane from the bridge onto the property. He supported a public-private partnership to implement traffic and pedestrian solutions like the underpass, encouraging Legendary to share in the responsibility and cost.

Councilmember Schmidt questioned whether the 2015 parking verification still reflected reality and welcomed Attorney Matthews' offer to conduct an updated parking study. He also inquired about allowing Destin residents with decals to park for free in the future public garage as an added public benefit. Attorney Matthews acknowledged the suggestion and said he would take it back to the client team for consideration.

The mayor emphasized the significant reduction in parking requirements due to shared parking and internal trip calculations in the 2009 DO. He pointed out that while the proposed 500 new public parking spaces were appreciated, they only partly offset the original parking waivers. He signaled that future cooperation—such as easements for the pedestrian underpass or overpass—would be expected as part of the public benefit owed in light of past waivers and the scale of development.

2. PUBLIC COMMENTS

3. CONSENT AGENDA

A) Temporary Waiver of Parking Fees for Destin High School Senior Day – Marler Street Parking Lot
B) Holiday Isle, Residential Section No. 7 Replat - Final Plat Approval SUB-001401-2024
C) Reimbursement to Mayor Bobby Wagner for expenses incurred while attending the Florida
League of Mayors events and the Florida League of Cities 2025 Legislative Action Days, Held March 24–26, 2025, in Tallahassee, Florida.
D) Approval of minutes of March 17, 2025, Regular City Council Meeting

Motion by Councilmember Hebert, seconded by Councilmember Trammell, to approve Consent Agenda items 3A through 3D, as presented above, passed 7-0.

4. CITY MANAGER REPORTS

A) Crosstown Connector EIR Acceptance and Project Update – AtkinsRealis

The City Manager provided an update on the Crosstown Connector project, highlighting the recent completion of the Environmental Impact Reevaluation (EIR) report by consulting engineers AtkinsRéalis. He noted the Department of Transportation approved phasing the project, which allows for earlier procurement of the stormwater component. This step is critical to preserving a $2 million DOT grant and retaining accrued interest on invested loan proceeds, as required by IRS regulations.

The city will soon be ready to advertise bid documents for the stormwater phase, potentially by the end of the week, and may seek council approval at the next meeting or proceed immediately to meet time-sensitive financial and construction cost considerations. A second request involves approval of a Request for Qualifications (RFQ) for the Construction Inspection (CI) portion due to the project's scale.

Mr. Matt Taylor reviewed the EIR reevaluation, which was necessary due to design changes and regulatory updates since the original report. The final document concludes that there are no new significant environmental impacts, and the project remains compliant with environmental laws. It outlines commitments for pre-construction wildlife surveys and coordination with the U.S. Fish and Wildlife Service regarding several species.

Mr. Taylor also detailed the proposed construction phasing:

- Phase 1: Construction of stormwater infrastructure (underground chambers and inflow pipes), estimated to take 4–6 months.
- Phase 2: Remainder of the roadway project, expected to take 16–18 months.

This approach allows the city to start using available funds now and avoid financial penalties while aligning with FDOT funding availability later in the year.

Councilmember Trammell moved to approve the advertisement for the RFP for the Crosstown Connector Phase 1 Project, and the RFQ for the Construction Engineering and

Inspection Services for the Crosstown Connector Project subject to review and approval by the City Manager and the city's legal counsel. Motion was seconded by Councilmember Hebert and passed 7-0.

Motion by Councilmember Hebert, seconded by Councilmember Trammell, to accept the updated Environmental Impact Report for the Crosstown Connector Project passed 7-0.

Next item discussed was agenda item 4C

B) Morgan Sports Center – A Minor Deviation to a Major Development Order (DEV-001549-2025)

The City Manager presented the item requesting approval for a minor deviation to a major development order related to the Morgan Sports Center. This request encompasses improvements including the batting cage, restrooms, and maintenance facility. Approval of this item would enable immediate procurement actions for the batting cages.

Councilmember Schmidt inquired about the timeline following approval. The City Manager responded that the bidding process for the batting cages had already been approved, and the bid solicitation would be released in two days. Additionally, the project will be presented to the Parks and Recreation Committee the following evening for informational purposes. The City Manager also noted that they are exploring in-house construction options to potentially save time and money. The bidding process is expected to remain open for approximately 30 days.

Councilmember Hebert moved for the approval of Morgan Sports Center Upgrades, a Minor Deviation to a Major Development Order; seconded by Councilmember Trammell. Motion passed 7-0.

C) Shores at Crystal Beach Park: Concept Review

The City Manager presented updates on the Shores at Crystal Beach project, noting collaboration with the county and the need for a minor variance. The requested variance involves reducing a 10-foot setback to 6 feet in the northwest corner of the western component to meet the required 20-foot fire code width for emergency vehicle access. Additionally, the eastern parking lot was designed specifically for low-speed vehicles (LSVs), but since the city's code does not currently address LSV parking, staff would need to draft new language to include it. The county confirmed that traditional vehicle parking could be used instead if preferred. Sidewalk alignment adjustments were also proposed to bring the walkways closer to the parking areas and away from the highway for improved safety.

Councilmember Schmidt proposed making the western parking lot a one-way entrance to improve traffic flow, allowing vehicles to loop through and exit on the other end, thereby directing overflow traffic to other beach access points. Councilmember Bagby disagreed with changing the flow to avoid eliminating the "infinity loop" design, which allows continuous circulation within the parking lot until space opens up. Staff clarified that modifying the entrance and exit points would prevent looping by forcing vehicles to exit after one pass, which could reduce traffic congestion but limit access flexibility. Councilmembers debated the potential

traffic implications and agreed that keeping the current layout while enforcing a one-way traffic pattern might be more beneficial.

Councilmember Schmidt moved to direct the county staff to revise the Shores at Crystal Beach plans to include:

- **Proceed with a variance request submittal for the accessway setback**
- **Accept the throat distance as designed**
- **Align/reconstruct sidewalks as required by the code**
- **Adopt a standard for LSV parking spaces in a city-owned public parking lot, and**
- **Adjust traffic flow by establishing a one-way entry at the eastern entrance and exit at the western side of the western parking lot.**

Motion was seconded by Councilmember Hebert and passed 7-0.

Next item discussed was agenda item 1: Harborwalk Village Phase II Compliance Review Q & A.

D) Destin Fire District-Beach Safety Contract 2025

The City Manager explained that this item pertains to the 2025 contract with the Destin Fire District for beach safety services. He noted that the associated amount of $282,175 had already been anticipated and approved during the budget process. This agenda item simply formalizes prior approval by entering into a formal contract with the Fire District.

Councilmember Hebert moved to authorize the mayor to execute the Interlocal Agreement between the Destin Fire Control District and the City of Destin to provide Beach Safety and Lifeguard Services on the City of Destin beaches for FY2025. The motion was seconded by Councilmember Schmidt and passed 7-0.

E) Beach Patrol Plan Post Spring Break Update

The City Manager provided an update outlining enforcement activity related to spring break, particularly focused on beach code enforcement. He noted the appointment of a dedicated beach code officer who has been highly active and professional despite facing verbal abuse. Since implementation, enforcement efforts included one warning for a commercial beach event (a wedding), six warnings for soliciting or vending (mostly ice cream vendors), and two citations for vending. Several other complaints were investigated but could not be cited due to lack of direct observation. Additional warnings were issued for improper use of beach chairs, animals on the beach, and general beach behavior. One boat operator was cited for misusing transit slips for commercial purposes, and one ice cream vendor was trespassed from June White Decker Park.

Councilmember Bagby requested a separate report detailing parking violations during spring break. It was reported that from January 1st to the meeting date, there were 142 citations and 202 warnings for parking violations issued via the Passport system.

Councilmember Schmidt questioned the rationale behind prioritizing enforcement against beach vendors, particularly ice cream sellers. Staff clarified that council direction and litigation threats prompted the effort. Councilmember Schmidt probed whether allowing regulated beach vending might reduce enforcement burdens and suggested that current efforts might be excessive given limited staffing.

Councilmember Geile inquired extensively about the manpower within the Code Compliance department. The Deputy Director of Community Development responded that the department currently has five code officers (soon to drop to four), down from eight the previous year. One officer is dedicated to short-term rental registrations and does not patrol. The city has reorganized the department by creating new supervisory roles and restructuring leadership. While several applications had been received, hiring was ongoing. When asked about the most time-consuming tasks, staff indicated that beach enforcement currently occupies the most hours due to dedicated staffing. Councilmember Geile asked if allowing beach vending might reduce the burden and explored the feasibility of redistributing budgeted funds to improve pay, but staff noted broader evaluation would be needed to adjust compensation equitably.

Councilmember Trammell echoed concerns about staffing challenges, emphasizing that Destin's Code Compliance officers are paid significantly less than those in other Okaloosa County municipalities, despite handling a higher volume of issues. She advocated for a serious review of salaries, citing the professionalism and commitment of officers who currently earn near-minimum wages.

The meeting closed with additional supportive comments from Councilmember Bagby, who suggested reviewing recent statutory changes related to trash enforcement, particularly those affecting timing of trash container placement. He also praised the efforts of the Code Compliance team and the Sheriff's Office during spring break, noting improved conditions in his neighborhood and fewer issues compared to previous years.

F) Henderson Beach State Park - Findings Regarding Dogs on the Beach

The City Manager updated the council on outreach to Henderson Beach State Park regarding the possibility of allowing dogs on the beach. The park management firmly stated that only service animals are permitted, with no exceptions for campers or local residents. They also emphasized that there is no agency-level interest in providing local privileges, as state park beaches prohibit dogs universally.

Councilmember Hebert brought up a previously discussed idea: allowing dogs on the beach for just two early morning hours, from 6:00 to 8:00 AM daily, specifically for Okaloosa County residents. She suggested this limited window might accommodate responsible dog owners without significantly impacting beach operations.

Councilmember Geile responded by expressing opposition to the idea. He cited concerns about the additional burden on code enforcement, who would now have to monitor those specific hours. He also noted personal discomfort with the idea of dogs on the beach due to the risk of uncollected pet waste, and the potential negative impact on public use.

G) Kimley-Horn Proposal - SS4A Grant Opportunity - Pedestrian Underpass near Stahlman Intersection

The City Manager discussed a proposal from Kimley-Horn to pursue funding for a pedestrian underpass at the Stahlman intersection, leveraging both federal and local resources. A recent meeting with the Interim Public Works Director for the county revealed that $3 million (or more) in surtax dollars are potentially available to support this project. Kimley-Horn, already an approved continuing service provider for the city, indicated that the project would be a strong candidate for the federal Safe Streets for All (SS4A) grant. He added that the city's lobbyist has a proven track record of securing over $30 million in similar funding in the past year. To proceed, Kimley-Horn submitted a $38,000 proposal to develop and submit the SS4A grant application. Given the June 26 deadline and the need for coordination with the county, the City Manager urged swift council approval to engage Kimley-Horn and keep the project on track.

Councilmember Destin moved for approval of the proposal from Kimley-Horn to prepare and submit an SS4A application for the pedestrian underpass near Stahlman intersection; seconded by Councilmember Trammell. Motion passed 7-0.

H) SRS Master Plan Workshop - Potential Dates

It was the consensus of the council to schedule the SRS Master Plan Workshop on Monday, June 9, 2025, at 5:30 PM.

I) Purchasing Resolution 22-10 Update

The City Manager reported that following the council's previous approval of an amendment to Purchasing Resolution 22-10, two required contingencies were addressed: language was added clarifying the appeal process for suspensions or revocations of vending rights, and a typographical correction was made to adjust a monetary threshold from $5 to $5,000. These corrected amendments have been provided to the council for review.

J) Update regarding Westbound Right-Turn Lane from Highway 98 to Airport Road – Lane Delineator Installation Status

The City Manager reported that following a request to contact FDOT regarding lane delineators at the intersection of Airport Road and Highway 98, FDOT confirmed they would visit on May 8th. During their visit, FDOT will discuss the city's preferences and assess possible options for improving the intersection. Additionally, FDOT indicated they would also evaluate the intersection near Lowe's and Whole Foods during the same visit and subsequently provide a report to the city.

K) Draft Minutes of Standing Committees and Boards - <u>Informational Only</u>

L) Announcements:

1. Boat Slip Cameras at Captain Royal Melon Park. Plans to install security cameras at boat slips are progressing. Necessary hardware, electrical needs, and internet setup have been identified. The estimated total cost is under

$10,000, manageable within the city manager's authority. Funding anticipated from the code budget, and council involvement only if budget adjustments are required.

2. Live Oak Fiber Permit Revocation. Due to significant issues, including a severe incident causing over 24-hour closure of eastbound Airport Road, all Live Oak Fiber permits have been revoked. Permits remain suspended until damages and associated costs to Destin Water Users and the city are compensated. Future permits will be issued individually, restricting work until each permit is satisfactorily completed.

Councilmember Destin emphasized the city's Rights-of-Way Protection Act allows requiring performance bonds from companies working within city rights-of-way. Recommended enforcing the bond requirement, particularly in relation to Live Oak Fiber, ensuring financial protection against similar incidents.

Councilmember Trammell suggested prohibiting boring and similar underground work on Fridays, aligning with other municipalities. This policy aims to prevent weekend disruptions and reduce overtime costs for repair crews if incidents occur late in the week.

3. Arbor Day Ceremony is scheduled on Friday, April 25th, at 10:00 a.m. at Kell-Aire Nature Walk with a tree planting event.

4. Founders Day is scheduled for Saturday, May 3rd, 11:00 a.m. - 1:00 p.m. at the Community Center.

5. Memorial Day Ceremony organized by the American Legion, is set for Monday, May 26th, at 11:00 a.m. at Destin Memorial Cemetery.

6. City offices is closed in observance of Memorial Day.

7. E-bike Safety Campaign: Developed informational flyers and infographics addressing e-bike safety in English and Spanish (Portuguese version forthcoming). Distribution planned through the city website and directly to the 15 largest employers in Destin (e.g., Walmart, Big Kahunas, Target, Home Depot) for dissemination among employees.

5. PUBLIC HEARINGS

A) Second Reading Ordinance 25-01-LC- Amending Article 20 "Building Regulations" of the Land Development Code relating to contractor insurance and contractor revocations. Removing Section 20.08.00 "Contractors" from the Land Development Code.

The City Attorney read Ordinance 25-01-LC by title and then presented it to the council on second reading.

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA; AMENDING ARTICLE 20 “BUILDING REGULATIONS” OF THE LAND DEVELOPMENT CODE RELATING TO CONTRACTOR INSURANCE AND CONTRACTOR REVOCATIONS; REMOVING SECTION 20.08.00 “CONTRACTORS” FROM THE LAND DEVELOPMENT CODE; PROVIDING FOR A BUSINESS IMPACT ESTIMATE AS REQUIRED BY STATE LAW;

PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR INCORPORATION INTO THE CITY LAND DEVELOPMENT CODE; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

The mayor opened a public hearing to receive comments for or against the proposed ordinance. Having none, the mayor closed the public hearing and turned the matter over to the council for discussion and consideration.

Motion by Councilmember Trammell, seconded by Councilmember Braden, to adopt Ordinance 25-01-LC, passed 7-0.

B) Second Reading Ordinance 25-02-CC – Amending Chapter 13 of the Code of Ordinances "License, Permits, and Miscellaneous" to address contractor insurance and contractor revocations.

The City Attorney read Ordinance 25-02-CC by title and then presented it to the council on second reading.

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA; AMENDING CHAPTER 13 OF THE CODE OF ORDINANCES "LICENSES, PERMITS AND MISCELLANEOUS" TO ADDRESS CONTRACTOR INSURANCE AND CONTRACTOR REVOCATIONS; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR INCORPORATION INTO THE CITY CODE OF ORDINANCES; PROVIDING FOR A BUSINESS IMPACT ESTIMATE; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

The mayor opened a public hearing to receive comments for or against the proposed ordinance. Having none, the mayor closed the public hearing and turned the matter over to the council for discussion and consideration.

Motion by Councilmember Trammell, seconded by Councilmember Braden, to adopt Ordinance 25-02-CC, passed 7-0.

C) Second reading of Ordinance 25-09-LC - Amending Section 7.16.00 Alcoholic Beverage Dispensing of the Land Development Code; Creating an exception to the separation Requirement from churches for certain tax-exempt organizations that specifically benefit veterans of the U.S. Armed Forces.

The City Attorney read Ordinance 25-09-LC by title and then presented it to the council on second reading.

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA, AMENDING SECTION 7.16.00 "ALCOHOLIC BEVERAGE DISPENSING", OF THE LAND DEVELOPMENT CODE; CREATING AN EXCEPTION TO THE SEPARATION REQUIREMENT FROM CHURCHES FOR CERTAIN TAX-EXEMPT ORGANIZATIONS THAT SPECIFICALLY BENEFIT VETERANS OF THE U.S. ARMED FORCES; PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR INCORPORATION INTO THE LAND DEVELOPMENT CODE; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

The mayor opened a public hearing to receive comments for or against the proposed ordinance. Having none, the mayor closed the public hearing and turned the matter over to the council for discussion and consideration.

Motion by Councilmember Braden, seconded by Councilmember Hebert, to adopt Ordinance 25-09-LC, passed 7-0.

6. COMMENTS / PRESENTATIONS FROM MAYOR, COUNCIL, AND CITY ATTORNEY

A. Councilmember Braden

Councilmember Braden raised concerns about the $217,000 collected from livery vessel permits over the past five years. He questioned how the funds were used, noting that some believed the money was intended to support hiring a code enforcement officer to regulate illegal operators.

In response, the Finance Director clarified that 10% of the funds are allocated to the city's technology fund to assist with permit processing, while the remaining amount is deposited into the general fund to offset the cost of the city's code department.

Councilmember Braden expressed ongoing frustration with the city's handling of rogue operators who use public ramps and parks without authorization. He recounted a personal experience at Joe's Bayou Boat Ramp where; despite receiving a call about an illegal operation, he found no code enforcement presence on site. He criticized the perceived inaction and emphasized that violations are often easy to verify. He referenced a previous incident involving Emerald Grande where swift action was taken, and contrasted that with the slow and uncertain response to boat ramp violations. He emphasized that residents had been promised better enforcement when the livery permit fees were increased and called for immediate solutions like installing cameras at key locations.

Both Councilmember Braden and Councilmember Schmidt discussed the long-standing need for a dedicated harbor code officer. Councilmember Schmidt proposed that the city consider offering an enhanced salary to attract someone willing to work the harbor year-round. Councilmember Braden recalled that the council had unanimously voted to assign a code officer to the harbor boardwalk, but that initiative was never implemented. He pointed to instances where code violations observed during site visits were ignored in official reports, expressing skepticism about the integrity of current enforcement practices.

In response, the Deputy Community Development Director shared updates on recent organizational changes. He explained that the city had introduced "special duty" assignments for code officers covering areas such as the beach, harbor, and field training. These assignments come with a pay bump, but only for the hours spent performing the specific duties. He noted that only seasoned officers are eligible and emphasized that while the system is ready, the department is currently constrained by a lack of staff.

B. Councilmember Trammell

Councilmember Trammell highlighted the success of the Pooch Palooza event, reporting that the committee raised over $1,000 in its first effort. She confirmed that the proceeds were deposited into the Parks Foundation and that the group is already planning for future events.

C. Councilmember Destin

D. Councilmember Bagby
   1) STR Registration Update

Councilmember Bagby provided a detailed report on efforts to improve enforcement and compliance around short-term rentals and Tourist Development Tax (TDT) collection. He recently met with the Okaloosa County Clerk's Office, which monitors approximately 1,200 single-family homes and 4,800 condos in Destin being used as short-term rentals. He discussed several questions raised by the clerk's team, including whether the city charges credit card processing fees (it does, as standard practice), whether a flat fee could be considered (he advised against it), and whether the city would handle enforcement (yes, via its special magistrate). The County Clerk's Office agreed to provide quarterly updates and maps to help the city identify unregistered rentals. Councilmember Bagby also discussed a proposed statement of work outlining that the County Clerk's Office would send invoices, collect fees, alert the city of delinquencies, and continuously update the rental property list.

E. Councilmember Hebert

Councilmember Hebert commended the Recreation Department and its director for their role in making the Morgan Sports Field accessible to Destin High School's baseball team. The director elaborated that the project was a collaborative effort involving contractors and developers who donated materials and labor. The field was enhanced to meet high school standards, including new safety netting and a grass infield. The city's parks staff now maintains the field.

Councilmember Hebert also praised the team for their success organizing the Easter Egg Hunt, noting positive feedback from many residents.

F. Councilmember Geile
   1) Projects Status/Updates

G. Councilmember Schmidt

Councilmember Schmidt shared that a property owner with an empty parcel on the south side of Indian Trail—specifically a long, narrow strip potentially connecting to the bayou—is interested in selling the land, possibly for use as a future park or for access. Schmidt proposed tasking staff with contacting the property owner to discuss the opportunity further and to report back with findings or recommendations. There was consensus from other council members that it was acceptable to proceed without a formal motion.

H. Mayor Wagner

I. City Attorney

The City Attorney provided an update on the foreclosure action regarding the property at 222 Sibert Avenue. She noted that the case was ready to move toward a foreclosure sale and stated that she would proceed unless any council member objected. With no objections raised, she confirmed she would move forward with the necessary filings.

7. PUBLIC COMMENTS

ADJOURNMENT

Having no further business at this time, the meeting was adjourned at 9:00 PM.

_____

Bobby Wagner, Mayor

ATTEST:

_____

Rey Bailey, City Clerk

ITEM # 2025-687

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: June 16, 2025
TYPE OF AGENDA ITEM: City Manager Report
AGENDA OUTLINE NUMBER: 4.A.

TO: City Council

THRU: Larry Jones , City Manager
Krystal Strickland, Finance Director

FROM: Jamie Haynes

DATE: 5/27/2025

SUBJECT: Medical Insurance Renewal Discussion

I. BACKGROUND:

Over the past few years, the City of Destin has seen a steady increase in employee health insurance costs. For the upcoming plan year (09/01/2025–08/31/2026), renewal rates indicate a projected cost increase of approximately 13.9%, translating into an additional $199,427 if no changes are made.

In response to this financial trend, staff and Acentria have explored innovative solutions to maintain a high quality of benefits for employees while controlling long-term costs. One such strategy is the adoption of the Difference Card, a health reimbursement platform that aligns employer savings with employee benefit continuity.

II. DISCUSSION:

The Difference Card is a reimbursement-based plan that enables the City to purchase a higher-deductible, lower-premium base health plan while funding employee out-of-pocket costs using a customized reimbursement account.

How It Works:

1. Plan Change: The City purchases a less expensive, high-deductible plan from the insurance carrier.

2. Employer Savings: The premium savings are used to fund the Difference Card, which

covers the increased copays, deductibles, and coinsurance.

3. Employee Impact: Employees continue to experience the same out-of-pocket costs as under the existing plan, minimizing disruption.

Features:

- Employees receive a Difference Card MasterCard to use at the point of service for covered medical and prescription expenses.
- All enrolled employees (and their spouses) are automatically issued cards.
- The City benefits from a guaranteed maximum cost, which includes insurance premiums and Difference Card reimbursements.

Implementation:

- Based on the projected renewal, the City would shift from the current PPO plan to a UHC
- This approach yields a guaranteed savings of $396,042, reducing the City's overall cost exposure by 13.7% at maximum claim utilization.

A. Link to Strategic Goals / Objectives: Financially sound city providing service excellence.
B. Effect on Budget (EOB):
C. Level of Service (LOS):
D. Legislative Sponsor:
E. Business Impact Statement:

III. CONCLUSION:

The implementation of the Difference Card program represents a strategic step forward in managing healthcare costs while preserving the quality and accessibility of benefits for City of Destin employees. By leveraging a reimbursement-based model, the City is able to control premium increases, offer meaningful support for out-of-pocket expenses, and enhance the overall employee experience with efficient tools and faster claims processing.

This approach aligns with the City's commitment to fiscal responsibility and workforce well-being. Staff will continue to monitor utilization and employee feedback throughout the plan year to ensure continued effectiveness and explore opportunities for further improvement.

IV. RECOMMENDED MOTION: I move to direct staff and Acentria to move forward with

the implementation of the Difference Card program as a health reimbursement arrangement in conjunction with a the most competitively priced high-deductible base plan.

Attachments:

1. CityOfDestin Difference Card Client Financial Presentation - 2025
2. City of Destin DC Member Welcome Kit 9.1.2025



The Difference Card

City Of Destin
PRESENTATION

IN PARTNERSHIP WITH
Acentria Insurance



Better benefits. Better price.

DifferenceCard.com

Today's Agenda

- Difference Card Solution
- Financial Exhibit Details
- Funding & Reporting
- Member Experience



Oldemar Da Silva
Senior Consultant
odasilva@differencecard.com



Ashley Dube
Senior Director of East Markets
adube@differencecard.com



Chris Calderone
Chief Revenue Officer
ccalderone@differencecard.com

How does the Difference Card work?

1. The **employer** purchases a revised plan from the insurance carrier with higher copays, deductible and coinsurance limits. This provides substantial savings to the employer.

2. A portion of the employer savings in premium is then used to fund the Difference Card which is a medical expense reimbursement plan.

3. **Employees** will use the Difference Card to cover the differences in copays, deductible and coinsurance limits so that their out of pocket remains the same.

The Difference Card MasterCard

Used at point of service!



Each member enrolled in the medical plan is automatically enrolled in The Difference Card and will receive a card:

- Employee (and spouse) will receive a Difference Card MasterCard in their own name.
- The card is mailed to member and spouses' home
- Dependents are linked to their parents' cards
- If you have dependents 18+ you can call our Customer Care team to request a card for them
- Customer Care Team phone number located in front of card underneath your name

Building a custom health plan design

Current Carrier Plan	
$25	PCP
$60	Specialist
$100	ER
$500	Deductible
$10/30/50	Rx



Base Plan Design	
Deductible	PCP
Deductible	Specialist
Deductible	ER
$3,500	Deductible
Deductible	Rx

NEW Difference Card Plan	
Deductible after Difference Card Funding	PCP
	Specialist
	Rx
	ER
Difference Card Pays first $3,500	Deductible

City of Destin

09/01/2025 - 08/31/2026

CURRENT COSTS	$1,431,911	**NET CHANGE**
RENEWAL COSTS	$1,631,338	13.9%
REVISED FIXED COST (CARRIER + DIFFERENCE CARD)	$1,085,019	-24.2%
REVISED MAX COST (CARRIER + DIFFERENCE CARD + CLAIMS MAX)	$1,235,296	-13.7%
GUARANTEED SAVINGS	**$396,042**	

The Difference Card

City of Destin

09/01/2025 - 08/31/2026

BO 03769 PPO
Benefit Analysis

BENEFIT CATEGORY	CURRENT PLAN DESIGN	BASE PLAN DESIGN	DIFFERENCE CARD PLAN DESIGN
Carrier	Florida Blue	UHC	UHC
Plan Option	BO 03769 PPO	EKOI HSA 3,500	High
Network	BlueOptions PPO	Choice Plus	Choice Plus
Referrals	Non-Gated	Non-Gated	Non-Gated
IN NETWORK	IN NETWORK	IN NETWORK	IN NETWORK
Primary Care	$25 Copay	Ded & Coin	DC Pays First $3,500
Specialist Care	$60 Copay	Ded & Coin	
Emergency Room	$100 Copay	Ded & Coin	
Urgent Care	$65 Copay	Ded & Coin	
Lab Work	$0 Copay	Ded & Coin	
X-Ray	$0 Copay	Ded & Coin	
Major Diagnostic Imaging	Ded & Coin	Ded & Coin	
Inpatient Surgery	Ded & Coin	Ded & Coin	
Outpatient Surgery	Ded & Coin	Ded & Coin	
Inn Deductible	$500	$3,500	
Inn Coinsurance	20%	20%	20%
Inn Coins Max	$2,500	$3,500	$3,000 DC pays last $500
Maximum OOP	$3,000	$7,000	$3,000
OUT OF NETWORK	OUT OF NETWORK	OUT OF NETWORK	OUT OF NETWORK
OON Deductible	$1,500	$7,000	$7,000
OON Coinsurance	50%	50%	50%
OON Coins Max	$4,500	$7,000	$7,000
PRESCRIPTION	PRESCRIPTION	PRESCRIPTION	PRESCRIPTION
Pharmacy Deductible	$0	$0	$0
Pharmacy Copay	$10 / $30 / $50	Ded then $10/$35/70	Swipe 50% $5/$17.5/$35

RATE TIER	OPTION	CURRENT RATES	RENEWAL RATES	BASE RATES	DIFFERENCE CARD PREMIUM EQUIVALENT RATES
	BO 03769 PPO	BO 03769 PPO	BO 03769 PPO	EKOI HSA 3,500	High
Employee only	39	$932.57	$1,053.61	$609.73	$773.60
Employee + Spouse	13	$2,126.26	$2,402.23	$1,390.18	$1,763.81
Employee + Child(ren)	4	$1,865.14	$2,107.21	$1,219.46	$1,547.19
Family	9	$2,984.23	$3,371.55	$1,951.14	$2,475.52
ANNUAL COSTS	65	$1,179,963	$1,333,111	$771,479	$978,820
RENEWAL		13.0%		-34.6%	-17.0%

Total Annual Costs include a one time set-up fee of: $1250

Difference Card Service Premium (PEPM)	$60.64
Difference Guarantee (PEPM)	$140.71

The Difference Guarantee is insured by an A rated member company of Assurant, Inc.

This benefit analysis is for illustrative purposes only. Please refer to the carrier plan documents and the Difference Card Summary of Benefits for final benefit design. All rates are subject to final carrier underwriting and the rates shown above need to be confirmed by the carrier and insurance broker. The Difference Card premium equivalent rates are not fully insured, are not guaranteed, and are based on projected claims utilization.

The Difference Card

City of Destin

09/01/2025 - 08/31/2026

BO 05192 93 HSA PPO
Benefit Analysis

BENEFIT CATEGORY	CURRENT PLAN DESIGN	BASE PLAN DESIGN	DIFFERENCE CARD PLAN DESIGN
Carrier	Florida Blue	UHC	UHC
Plan Option	BO 05192 93 HSA PPO	EKOD HSA 2,500	HSA Low
Network	BlueOptions PPO	Choice Plus	Choice Plus
Referrals	Non-Gated	Non-Gated	Non-Gated
IN NETWORK	IN NETWORK	IN NETWORK	IN NETWORK
Primary Care	Ded & Coin	Ded & Coin	Ded & Coin
Specialist Care	Ded & Coin	Ded & Coin	Ded & Coin
Emergency Room	Ded & Coin	Ded & Coin	Ded & Coin
Urgent Care	Ded & Coin	Ded & Coin	Ded & Coin
Lab Work	Ded & Coin	Ded & Coin	Ded & Coin
X-Ray	Ded & Coin	Ded & Coin	Ded & Coin
Major Diagnostic Imaging	Ded & Coin	Ded & Coin	Ded & Coin
Inpatient Surgery	Ded & Coin	Ded & Coin	Ded & Coin
Outpatient Surgery	Ded & Coin	Ded & Coin	Ded & Coin
Inn Deductible	$2,500	$2,500	$2,500
Inn Coinsurance	20%	20%	20%
Inn Coins Max	$3,300	$2,500	$1,500 DC pays last $1,000
Maximum OOP	$5,800	$5,000	$4,000
OUT OF NETWORK	OUT OF NETWORK	OUT OF NETWORK	OUT OF NETWORK
OON Deductible	$5,000	$5,000	$5,000
OON Coinsurance	40%	50%	50%
OON Coins Max	$6,600	$5,000	$5,000
PRESCRIPTION	PRESCRIPTION	PRESCRIPTION	PRESCRIPTION
Pharmacy Deductible	$500	$0	$0
Pharmacy Copay	Ded + $10 / $30 / $50	Ded then $10/$35/70	Ded then Swipe 50% $5/$17.5/$35

RATE TIER	OPTION	CURRENT RATES	RENEWAL RATES	BASE RATES	DIFFERENCE CARD PREMIUM EQUIVALENT RATES
	BO 05192 93 HSA PPO	BO 05192 93 HSA PPO	BO 05192 93 HSA PPO	EKOD HSA 2,500	HSA Low
Employee only	19	$695.22	$822.92	$683.02	$707.71
Employee + Spouse	0	$1,585.11	$1,876.26	$1,557.29	$1,613.58
Employee + Child(ren)	4	$1,390.45	$1,645.85	$1,366.04	$1,415.43
Family	1	$2,224.71	$2,633.35	$2,185.66	$2,264.68
ANNUAL COSTS	24	$251,948	$298,227	$247,526	$256,475
RENEWAL		18.4%		-1.8%	1.8%

Total Annual Costs include a one time set-up fee of: $1250

Difference Card Service Premium (PEPM)	$60.64
Difference Guarantee (PEPM)	$140.71

The Difference Guarantee is insured by an A rated member company of Assurant, Inc.

This benefit analysis is for illustrative purposes only. Please refer to the carrier plan documents and the Difference Card Summary of Benefits for final benefit design. All rates are subject to final carrier underwriting and the rates shown above need to be confirmed by the carrier and insurance broker. The Difference Card premium equivalent rates are not fully insured, are not guaranteed, and are based on projected claims utilization.

The Difference Card

City of Destin
Benefit Analysis (09/01/2025)

BENEFIT CATEGORY	DIFFERENCE CARD PLAN DESIGNS	
Carrier	UHC	UHC
Plan Option	High	HSA Low
Network	Choice Plus	Choice Plus
Referrals	Non-Gated	Non-Gated
IN NETWORK	**IN NETWORK**	
Primary Care	DC Pays First $3,500	Ded & Coin
Specialist Care		Ded & Coin
Emergency Room		Ded & Coin
Urgent Care		Ded & Coin
Lab Work		Ded & Coin
X-Ray		Ded & Coin
Major Diagnostic Imaging		Ded & Coin
Inpatient Copay		Ded & Coin
Outpatient Copay		Ded & Coin
INN Deductible		$2,500
INN Coinsurance	20%	20%
INN Coins Max	$3,000 DC pays last $500	$1,500 DC pays last $1,000
OUT OF NETWORK	**OUT OF NETWORK**	
OON Deductible	$1,500	$5,000
OON Coinsurance	50%	50%
OON Coins Max	$4,500	$5,000
PRESCRIPTION	**PRESCRIPTION**	
Pharmacy Deductible	$0	$0
Pharmacy Copay	Swipe 50% $5/$17.5/$35	Ded Swipe 50% $5/$17.5/$35

RATE TIER	PLAN OPTION		DIFFERENCE CARD PREMIUM EQUIVALENT RATES	
	High	HSA Low	High	HSA Low
Employee only	39	19	$773.60	$707.71
Employee + Spouse	13	0	$1,763.81	$1,613.58
Employee + Child(ren)	4	4	$1,547.19	$1,415.43
Family	9	1	$2,475.52	$2,264.68
ANNUAL COSTS	65	24	$1,235,296	
RENEWAL	89		-13.73%	

Total Annual Costs include a one time set-up fee of: $1250

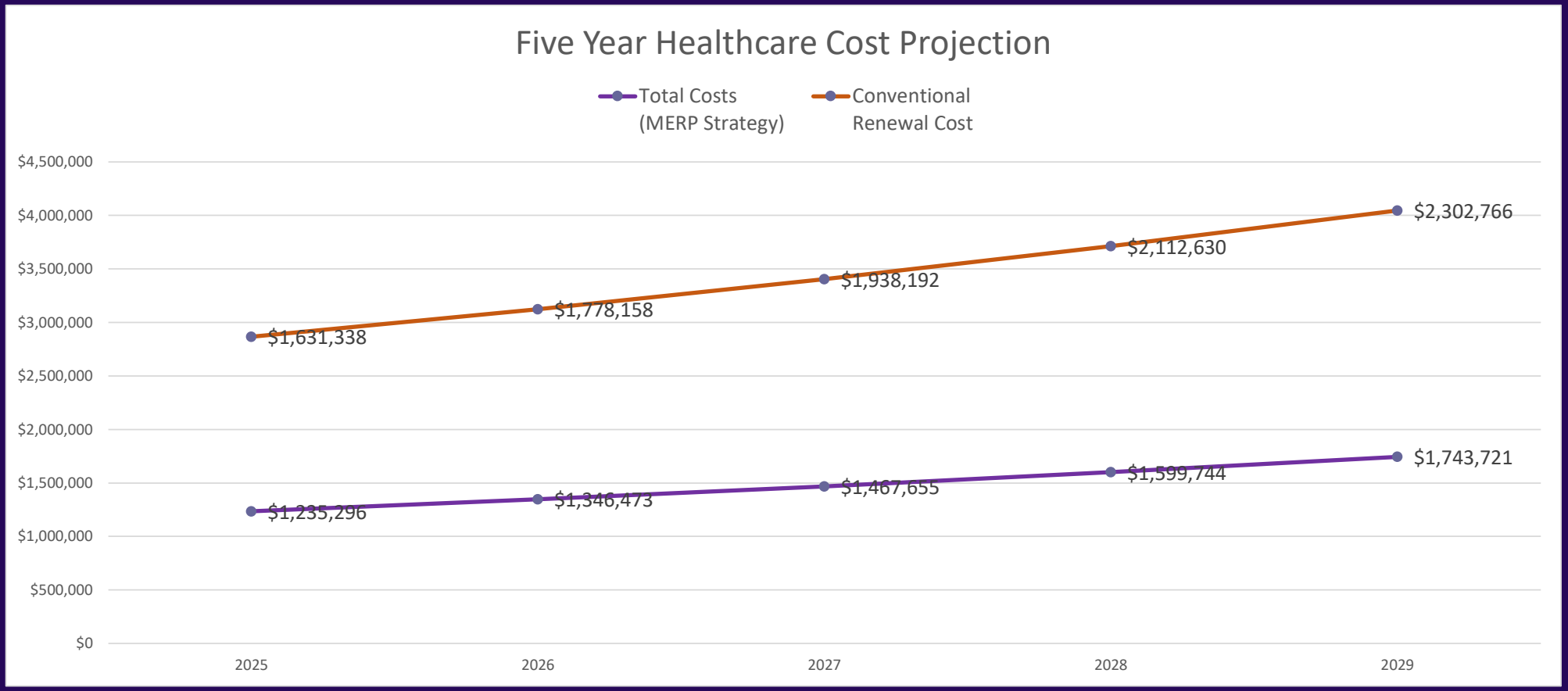
Difference Card Service Premium (PEPM)	$60.64
DC Guaranteed PEPM	$140.71

The Difference Guarantee (PEPM) is insured by an A rated member company of Assurant, Inc.

This benefit analysis is for illustrative purposes only. Please refer to the carrier plan documents and the Difference Card Summary of Benefits for final benefit design. All rates are subject to final carrier underwriting and the rates shown above need to be confirmed by the carrier and insurance broker. The Difference Card premium equivalent rates are not fully insured, are not guaranteed, and are based on projected claims utilization.

The Difference Card

City of Destin



Time Frame	Conventional Renewal Cost	Minimum Premium	Total Costs (MERP Strategy)	Net Annual Savings
2025	$1,631,338	$1,085,019	$1,235,296	$396,042
2026	$1,778,158	$1,182,671	$1,346,473	$431,685
2027	$1,938,192	$1,289,111	$1,467,655	$470,537
2028	$2,112,630	$1,405,131	$1,599,744	$512,885
2029	$2,302,766	$1,531,593	$1,743,721	$559,045

PROJECTED FIVE YEAR SAVINGS

$2,370,194



The Difference Guarantee

- Developed by in-house team of underwriters.
- Exclusive product backed by an A rated division of Assurant.
- In the market since 2018 with thousands of groups currently enrolled.
- A contractual promise that your claims will not exceed a certain amount.

Monthly Budget Funding Solution

Fixed payment model

- Difference Card bank account is used for initial claim payment and check writing.
- Monthly payment is made by the client of the max claims amount.
- The Difference Card takes on monthly cash flow exposure of claims.
- At the end of the plan, 100% of claims reserve returned to client

Monthly Budget Funding Reporting

With transparent reporting, your client will always know how they are running

Month	Employees	Monthly Budget	Cumulative Budget	Reimbursement Payments	Cumulative Reimbursements	Surplus / Deficit
January 2023	174	$19,387.08	$19,387.08	$815.00	$815.00	$18,572.08
February 2023	178	$19,832.76	$39,219.84	$16,813.08	$17,628.08	$21,591.76
March 2023	178	$19,832.76	$59,052.60	$11,124.55	$28,752.63	$30,299.97
April 2023	180	$20,055.60	$79,108.20	$15,381.93	$44,134.56	$34,973.64
May 2023	180	$20,055.60	$99,163.80	$23,108.53	$67,243.09	$31,920.71
June 2023	184	$20,501.28	$119,665.08	$12,316.68	$79,559.77	$40,105.31
July 2023	184	$20,501.28	$140,166.36	$17,513.56	$97,073.33	$43,093.03
August 2023	172	$19,164.24	$159,330.60	$29,256.13	$126,329.46	$33,001.14
September 2023	182	$20,278.44	$179,609.04	$14,885.43	$141,214.89	$38,394.15
October 2023	185	$20,612.70	$200,221.74	$17,983.83	$159,198.72	$41,023.02
November 2023	188	$20,946.96	$221,168.70	$15,099.45	$174,298.17	$46,870.53
December 2023	190	$21,169.80	$242,338.50	$14,970.29	$189,268.46	$53,070.04

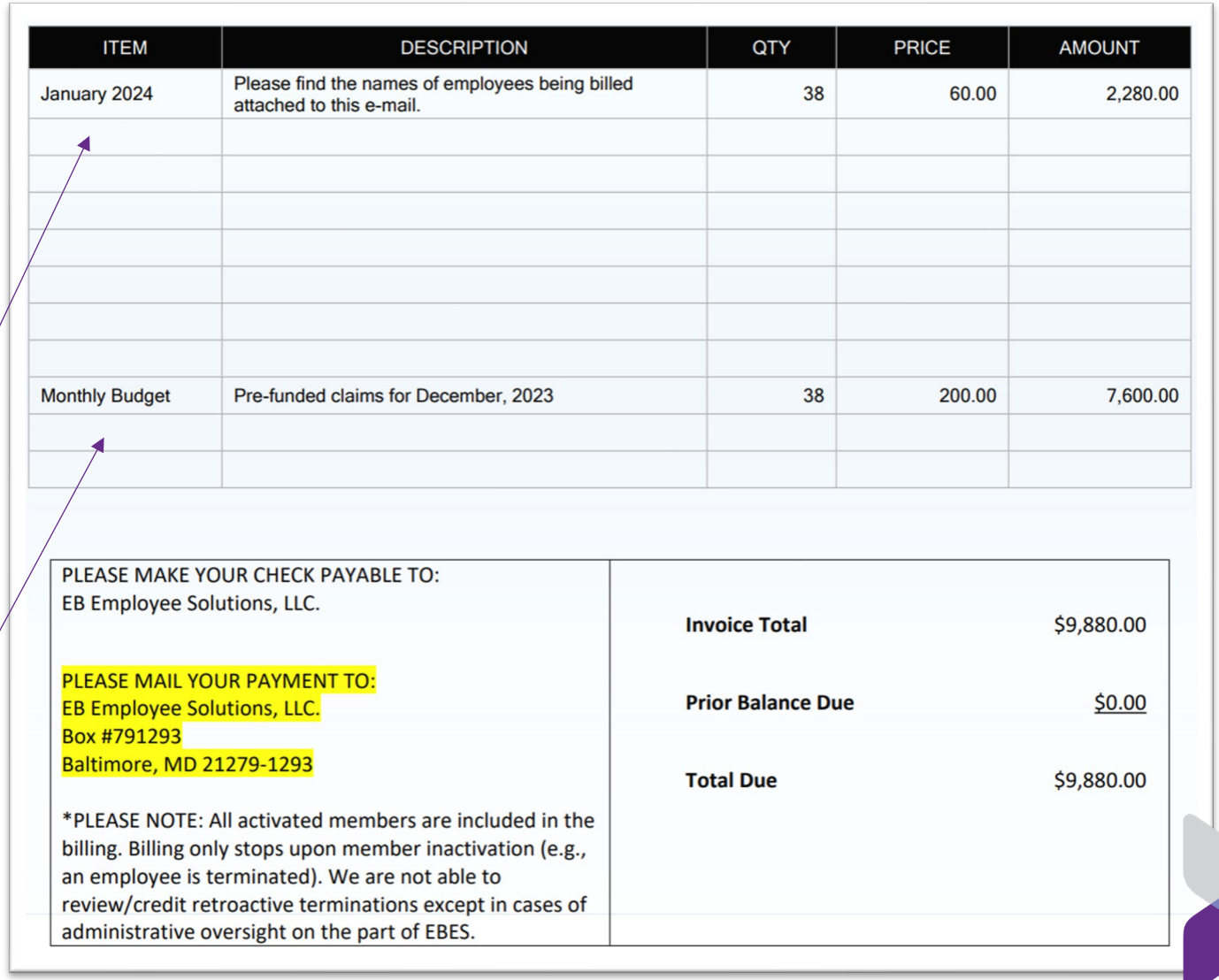
Surplus

Sample Monthly Budget Funding Invoice

You pay the carrier and get just one invoice from The Difference Card.

The invoice covers:

- Difference Card service premium
- PEPM claims reserve



ITEM	DESCRIPTION	QTY	PRICE	AMOUNT
January 2024	Please find the names of employees being billed attached to this e-mail.	38	60.00	2,280.00
Monthly Budget	Pre-funded claims for December, 2023	38	200.00	7,600.00

PLEASE MAKE YOUR CHECK PAYABLE TO:
EB Employee Solutions, LLC.

PLEASE MAIL YOUR PAYMENT TO:
EB Employee Solutions, LLC.
Box #791293
Baltimore, MD 21279-1293

*PLEASE NOTE: All activated members are included in the billing. Billing only stops upon member inactivation (e.g., an employee is terminated). We are not able to review/credit retroactive terminations except in cases of administrative oversight on the part of EBES.

Invoice Total	$9,880.00
Prior Balance Due	$0.00
Total Due	$9,880.00

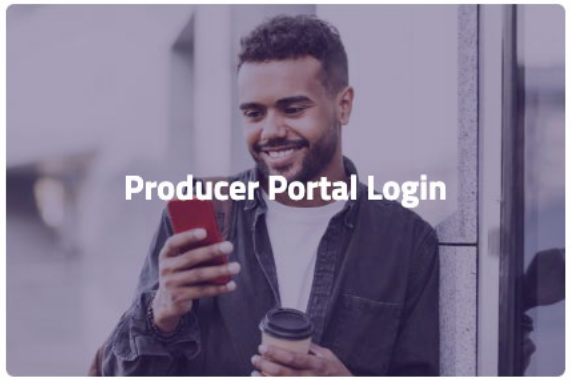
Detailed Reporting

Management Report

Renewal Premiums	Revised Renewal Premiums	Year to date Difference Card Reimbursements	Annualized Difference Card Reimbursements	Estimated Administrative Cost	Savings Based on Annual Reimbursements
$5,549,742	$4,067,797	$335,481.69	$335,481.69	$82,635	$1,063,828.31

Reimbursement Type	Transactions	Total Reimbursed	Cost Ratio
Optometrists, Ophthalmologists	46	$1,260.00	0.4%
Chiropodists, Podiatrists	14	$495.00	0.1%
Hospital/Facility Co-Pay	223	$7,016.18	2.1%
Office Visit Co-Pay	1,710	$45,642.25	13.6%
In Network Deductible	852	$168,442.97	50.2%
Diagnostic Test- Lab Bloodwork	277	$14,180.18	4.2%
Diagnostic Test X-Ray	72	$7,627.80	2.3%
Hi-Tech Imaging	79	$21,642.33	6.5%
Inpatient services	27	$19,435.17	5.8%
Manual Copay Reimbursement	12	$11,377.15	3.4%
X-Ray/Laboratory Copay	6	$132.77	0.0%
Mental Health	53	$1,730.00	0.5%
Outpatient services	18	$12,559.97	3.7%
Primary Care Office Visit Copay	78	$1,990.85	0.6%
Rehab Services	66	$2,827.93	0.8%
Prescription - Manual Submission	127	$629.17	0.2%
Prescription - Point of Service	1,600	$11,376.17	3.4%
Specialist Office Copay	123	$3,075.00	0.9%
Urgent Care services	7	$245.00	0.1%

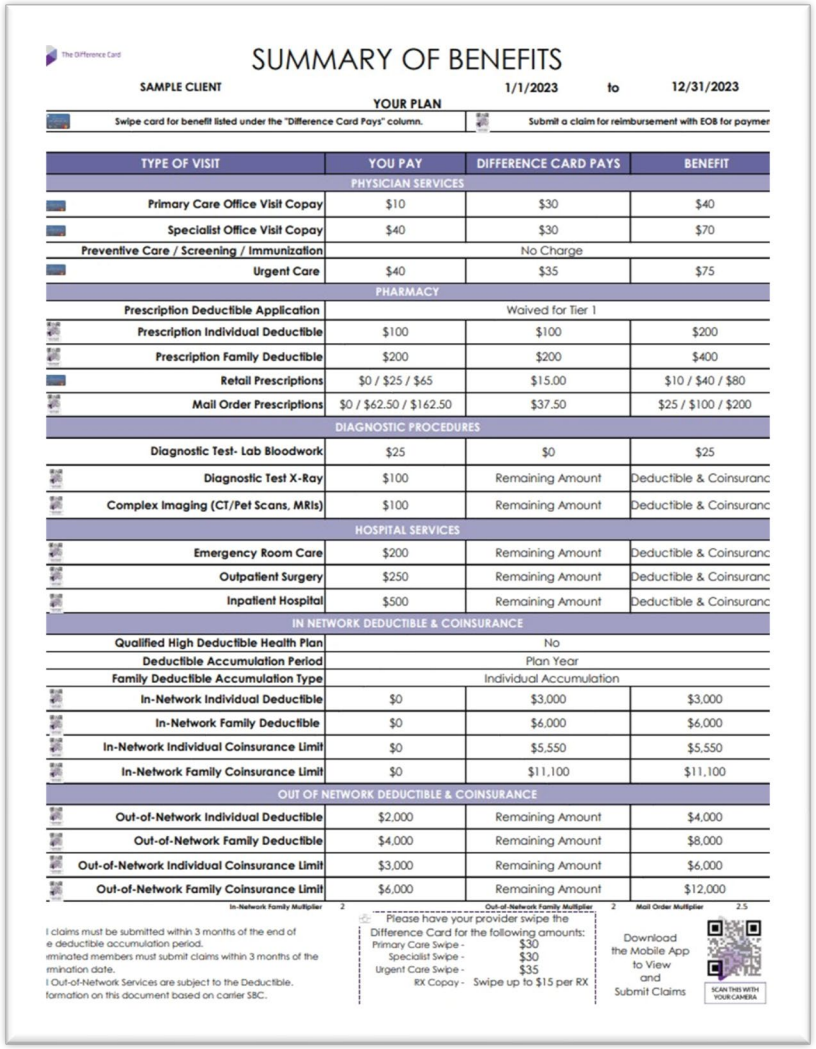
24/7 online access to Broker Portal that allows access to complete Suite of Reporting.



Includes:

- Banking Reports
- Utilization Reports
- Wellness Reports
- Customer Service Reports

Member Experience



SUMMARY OF BENEFITS

SAMPLE CLIENT — 1/1/2023 to 12/31/2023

YOUR PLAN

Swipe card for benefit listed under the "Difference Card Pays" column. | Submit a claim for reimbursement with EOB for paymer

TYPE OF VISIT	YOU PAY	DIFFERENCE CARD PAYS	BENEFIT
PHYSICIAN SERVICES			
Primary Care Office Visit Copay	$10	$30	$40
Specialist Office Visit Copay	$40	$30	$70
Preventive Care / Screening / Immunization	No Charge		
Urgent Care	$40	$35	$75
PHARMACY			
Prescription Deductible Application	Waived for Tier 1		
Prescription Individual Deductible	$100	$100	$200
Prescription Family Deductible	$200	$200	$400
Retail Prescriptions	$0 / $25 / $65	$15.00	$10 / $40 / $80
Mail Order Prescriptions	$0 / $62.50 / $162.50	$37.50	$25 / $100 / $200
DIAGNOSTIC PROCEDURES			
Diagnostic Test- Lab Bloodwork	$25	$0	$25
Diagnostic Test X-Ray	$100	Remaining Amount	Deductible & Coinsuranc
Complex Imaging (CT/Pet Scans, MRIs)	$100	Remaining Amount	Deductible & Coinsuranc
HOSPITAL SERVICES			
Emergency Room Care	$200	Remaining Amount	Deductible & Coinsuranc
Outpatient Surgery	$250	Remaining Amount	Deductible & Coinsuranc
Inpatient Hospital	$500	Remaining Amount	Deductible & Coinsuranc
IN NETWORK DEDUCTIBLE & COINSURANCE			
Qualified High Deductible Health Plan	No		
Deductible Accumulation Period	Plan Year		
Family Deductible Accumulation Type	Individual Accumulation		
In-Network Individual Deductible	$0	$3,000	$3,000
In-Network Family Deductible	$0	$6,000	$6,000
In-Network Individual Coinsurance Limit	$0	$5,550	$5,550
In-Network Family Coinsurance Limit	$0	$11,100	$11,100
OUT OF NETWORK DEDUCTIBLE & COINSURANCE			
Out-of-Network Individual Deductible	$2,000	Remaining Amount	$4,000
Out-of-Network Family Deductible	$4,000	Remaining Amount	$8,000
Out-of-Network Individual Coinsurance Limit	$3,000	Remaining Amount	$6,000
Out-of-Network Family Coinsurance Limit	$6,000	Remaining Amount	$12,000

In-Network Family Multiplier 2 — Out-of-Network Family Multiplier 2 — Mail Order Multiplier 2.5

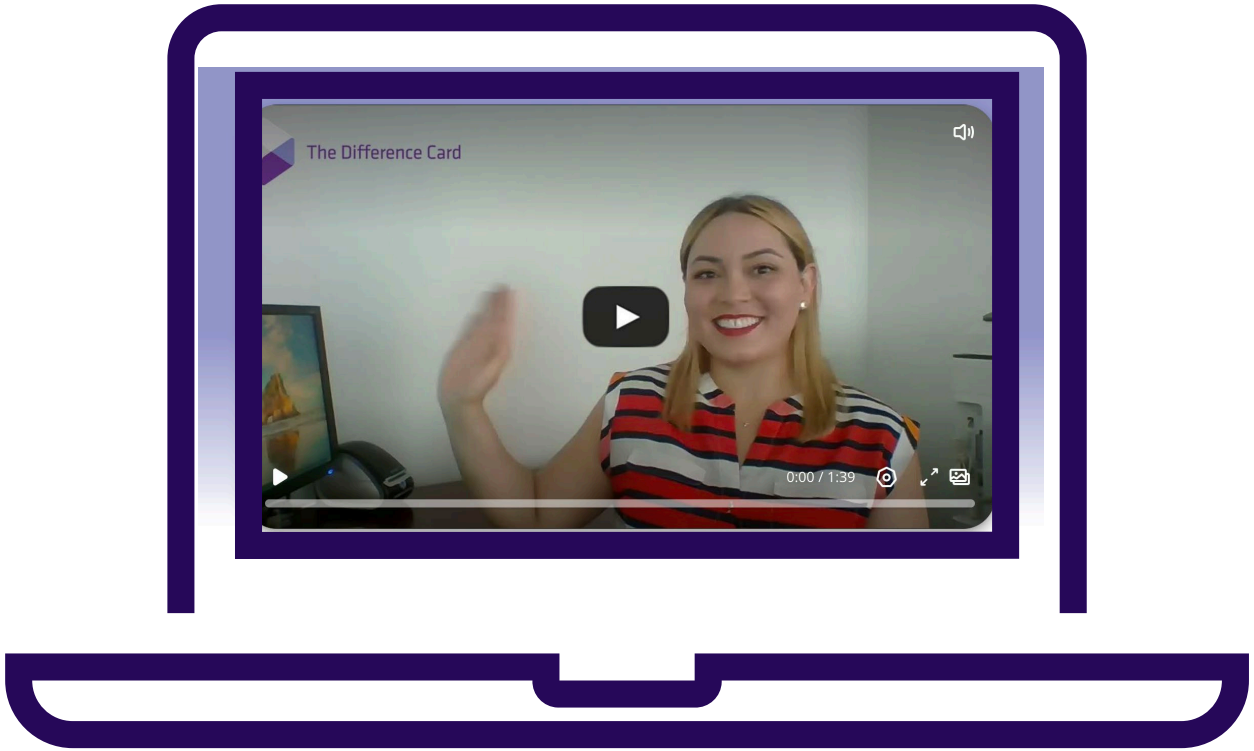
l claims must be submitted within 3 months of the end of
e deductible accumulation period.
rminated members must submit claims within 3 months of the
rmination date.
l Out-of-Network Services are subject to the Deductible.
formation on this document based on carrier SBC.

Please have your provider swipe the Difference Card for the following amounts:
Primary Care Swipe - $30
Specialist Swipe - $30
Urgent Care Swipe - $35
RX Copay - Swipe up to $15 per RX

Download the Mobile App to View and Submit Claims

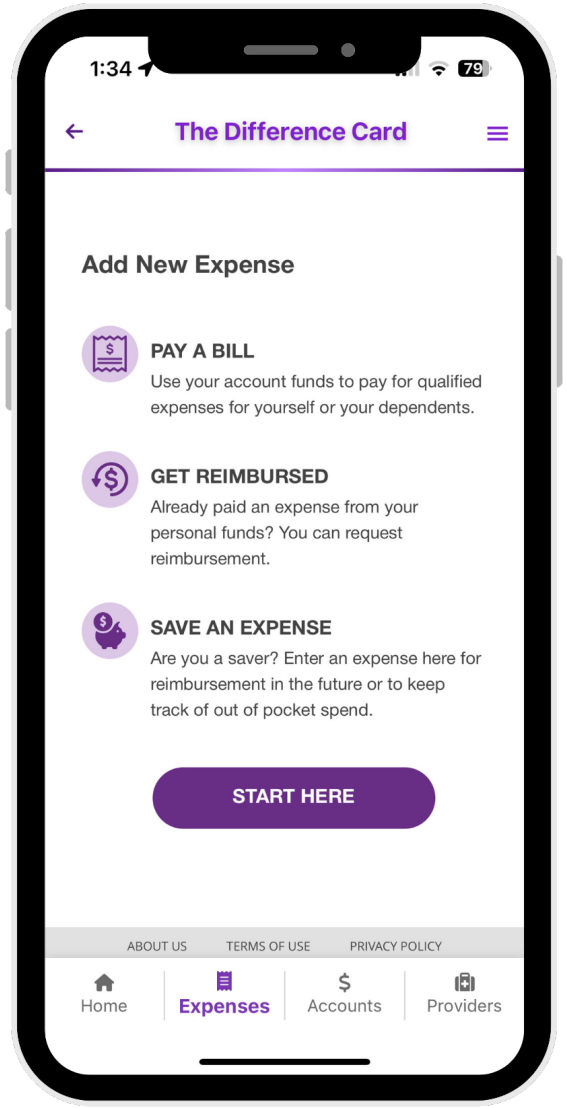
SCAN THIS WITH YOUR CAMERA

Custom Member Benefit Kit



Dedicated Unique Company Resource Page

Difference Card Member Services



Provider Pay Feature

1 - 2 days turnaround time when submitting a claim for reimbursement

Customer Care

30-second average speed of answer when calling The Difference Card

Mobile App Features

- Snap a picture to easily submit a claim
- Find the cheapest place to buy prescriptions
- Compare cost and search for providers
- View account balances
- Check the stat of a claim in real time
- Sign up for Direct Deposit

Questions



Oldemar Da Silva, Senior Consultant
ODaSilva@differencecard.com

813-407-0843

The Difference Card

The Difference Card

WELCOME TO YOUR DIFFERENCE CARD BENEFITS!

The Difference Card is a benefit funded by your employer that helps you save money on your medical costs.



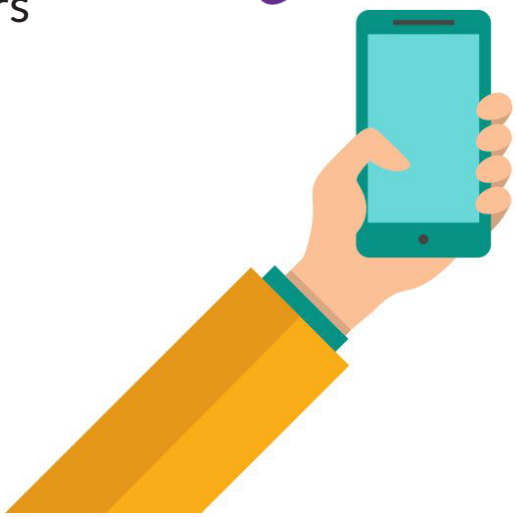
GETTING STARTED

MOBILE APP

Using your smart phone's camera, scan this to download mobile app.

With The Difference Card Smart Mobile App, you can:

- Find the cheapest place to buy your prescriptions
- Compare cost and search for providers
- Check claim status



LEARN MORE

Visit us online at DifferenceCard.com .

Questions? Our Customer Care Team is available Monday - Friday, from 8AM to 11PM ET.

Call us at (888) 343-2110

The Difference Card

SUMMARY OF BENEFITS

City of Destin | **UHC High Plan** | **9/1/2025** to **8/31/2026**

Swipe card for benefit listed under the "Difference Card Pays" column.

Submit a claim for reimbursement with EOB for payment.

TYPE OF VISIT	YOU PAY	DIFFERENCE CARD PAYS	UHC BENEFIT
PHYSICIAN SERVICES			
Primary Care Office Visit Copay	Remaining Deductible & Coinsurance	First $3,500/$7,000 & Remaining Coinsurance	Deductible and Coinsurance
Specialist Office Visit Copay	Remaining Deductible & Coinsurance	First $3,500/$7,000 & Remaining Coinsurance	Deductible and Coinsurance
Preventive Care / Screening / Immunization	No Charge		
Urgent Care	Remaining Deductible & Coinsurance	First $3,500/$7,000 & Remaining Coinsurance	Deductible and Coinsurance
PHARMACY			
Prescription Deductible Application	Integrated with Medical Deductible		
Prescription Individual Deductible			
Prescription Family Deductible			
Retail Prescriptions	$5/$17.50/35	50%	$10/$35/70
Mail Order Prescriptions	$12.50/$43.75/$87.50	50%	$25/$88/$175
DIAGNOSTIC PROCEDURES			
Diagnostic Test- Lab Bloodwork	Remaining Deductible & Coinsurance	First $3,500/$7,000 & Remaining Coinsurance	Deductible and Coinsurance
Diagnostic Test X-Ray	Remaining Deductible & Coinsurance	First $3,500/$7,000 & Remaining Coinsurance	Deductible and Coinsurance
Complex Imaging (CT/Pet Scans, MRIs)	Remaining Deductible & Coinsurance	First $3,500/$7,000 & Remaining Coinsurance	Deductible and Coinsurance
HOSPITAL SERVICES			
Emergency Room Care	Remaining Deductible & Coinsurance	First $3,500/$7,000 & Remaining Coinsurance	Deductible and Coinsurance
Outpatient Surgery	Remaining Deductible & Coinsurance	First $3,500/$7,000 & Remaining Coinsurance	Deductible and Coinsurance
Inpatient Hospital	Remaining Deductible & Coinsurance	First $3,500/$7,000 & Remaining Coinsurance	Deductible and Coinsurance
IN NETWORK DEDUCTIBLE & COINSURANCE			
Qualified High Deductible Health Plan	No		
Deductible Accumulation Period	Calendar year		
Family Deductible Accumulation Type	Family Total Accumulation		
In-Network Individual Deductible	$0	$3,500	$3,500
In-Network Family Deductible	$0	$7,000	$7,000
In-Network Individual Coinsurance Limit	First $3,000	Last $500	20% to $3,500
In-Network Family Coinsurance Limit	First $6,000	Last $1,000	20% to $7,000
OUT OF NETWORK DEDUCTIBLE & COINSURANCE			
Out-of-Network Individual Deductible	$7,000	$0	$7,000
Out-of-Network Family Deductible	$14,000	$0	$14,000
Out-of-Network Individual Coinsurance Limit	$7,000	$0	50% to $7,000
Out-of-Network Family Coinsurance Limit	$14,000	$0	50% to $14,000

In-Network Family Multiplier 2 | **Out-of-Network Family Multiplier** 2 | **Mail Order Multiplier** 2.5

All claims must be submitted within 3 months of the end of the deductible accumulation period.

Terminated members must submit claims within 3 months of the termination date.

All Out-of-Network Services are subject to the Deductible.

Information on this document based on carrier SBC.

Please have your provider swipe the Difference Card for the following amounts:

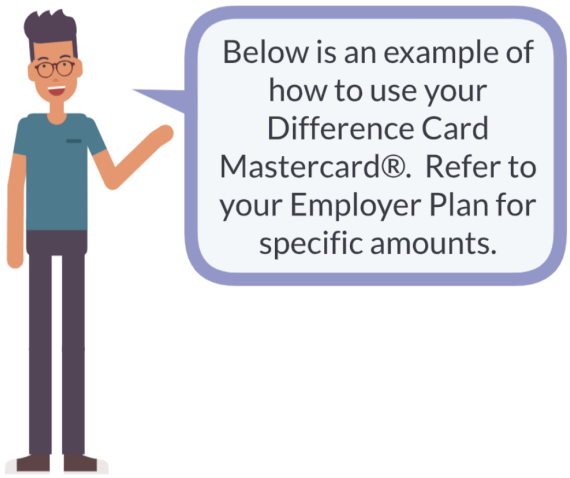
In-Network Medical/Rx - First $3,500/$7,000

RX Copay - Swipe full cost 50% will deduct

Call 888.343.2110 with any questions.

Download the Mobile App to View and Submit Claims

SCAN THIS WITH YOUR CAMERA



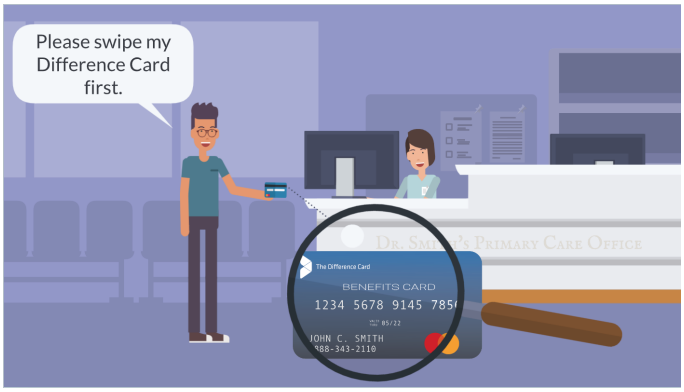
HOW TO SWIPE YOUR DIFFERENCE CARD



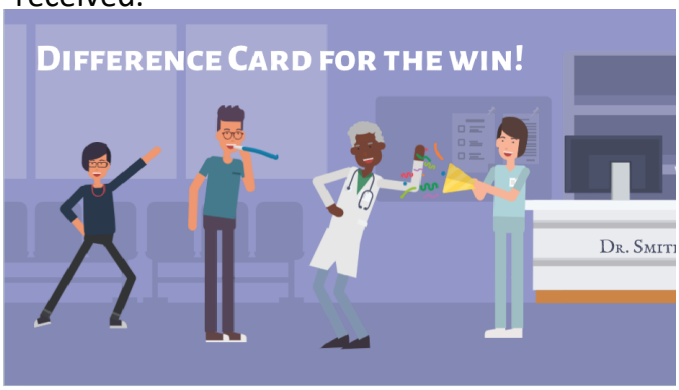
1. When visiting his doctor or a pharmacy, Danny gives them his Insurance Card first.



2. The pharmacy provider tells Danny the amount due for his costs. Danny's medical provider's should bill him for the services received.



3. For prescriptions Danny can swipe his Difference Card for the full cost.
For medical services, once charged, Danny may use his Difference Card for payment.



4. The amount requested is now satisfied using The Difference Card. It's that easy!

The Difference Card

SUMMARY OF BENEFITS

City of Destin | **UHC HSA Plan** | **9/1/2025** to **8/31/2026**

Swipe card for benefit listed under the "Difference Card Pays" column.

Submit a claim for reimbursement with EOB for payment.

You are reimbursed when claim is received from your carrier.

TYPE OF VISIT	YOU PAY	DIFFERENCE CARD PAYS	UHC BENEFIT
PHYSICIAN SERVICES			
Primary Care Office Visit Copay	Deductible and Coinsurance	Remaining Coinsurance	Deductible and Coinsurance
Specialist Office Visit Copay	Deductible and Coinsurance	Remaining Coinsurance	Deductible and Coinsurance
Preventive Care / Screening / Immunization	No Charge		
Urgent Care	Deductible and Coinsurance	Remaining Coinsurance	Deductible and Coinsurance
PHARMACY			
Prescription Deductible Application	Integrated with Medical Deductible		
Prescription Individual Deductible			
Prescription Family Deductible			
Retail Prescriptions	$5/$17.50/35	50%	$10/$35/70
Mail Order Prescriptions	$12.50/$43.75/$87.50	50%	$25/$88/$175
DIAGNOSTIC PROCEDURES			
Diagnostic Test- Lab Bloodwork	Deductible and Coinsurance	Remaining Coinsurance	Deductible and Coinsurance
Diagnostic Test X-Ray	Deductible and Coinsurance	Remaining Coinsurance	Deductible and Coinsurance
Complex Imaging (CT/Pet Scans, MRIs)	Deductible and Coinsurance	Remaining Coinsurance	Deductible and Coinsurance
HOSPITAL SERVICES			
Emergency Room Care	Deductible and Coinsurance	Remaining Coinsurance	Deductible and Coinsurance
Outpatient Surgery	Deductible and Coinsurance	Remaining Coinsurance	Deductible and Coinsurance
Inpatient Hospital	Deductible and Coinsurance	Remaining Coinsurance	Deductible and Coinsurance
IN NETWORK DEDUCTIBLE & COINSURANCE			
Qualified High Deductible Health Plan	Yes		
Deductible Accumulation Period	Calendar year		
Family Deductible Accumulation Type	Family Total Accumulation		
In-Network Individual Deductible	$2,500	$0	$2,500
In-Network Family Deductible	$5,000	$0	$5,000
In-Network Individual Coinsurance Limit	First $1,500	Last $1,000	20% to $2,500
In-Network Family Coinsurance Limit	First $3,000	Last $2,000	20% to $5,000
OUT OF NETWORK DEDUCTIBLE & COINSURANCE			
Out-of-Network Individual Deductible	$5,000	$0	$5,000
Out-of-Network Family Deductible	$10,000	$0	$10,000
Out-of-Network Individual Coinsurance Limit	$5,000	$0	50% to $5,000
Out-of-Network Family Coinsurance Limit	$10,000	$0	50% to $10,000

In-Network Family Multiplier 2 **Mail Order Multiplier** 2.5

All claims must be submitted within 3 months of the end of the deductible accumulation period.

Terminated members must submit claims within 3 months of the termination date.

Information on this document based on carrier SBC.

Please have your provider swipe the Difference Card for the following amounts:

Pharmacy Ded Swipe - Last $1,000/$2,000
RX Copay - Swipe card for full cost
50% will deduct

Call 888.343.2110 with any questions.

Download the Mobile App to View and Submit Claims

SCAN THIS WITH YOUR CAMERA

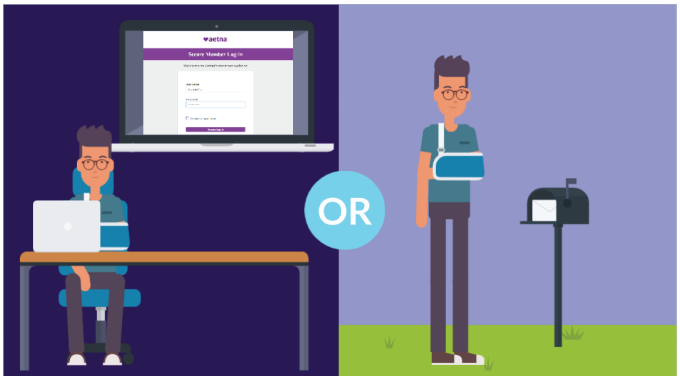
HOW TO GET HELP WITH YOUR MEDICAL BILLS



1. When Danny goes to the doctor, he does not pay for some services up front like major medical services.



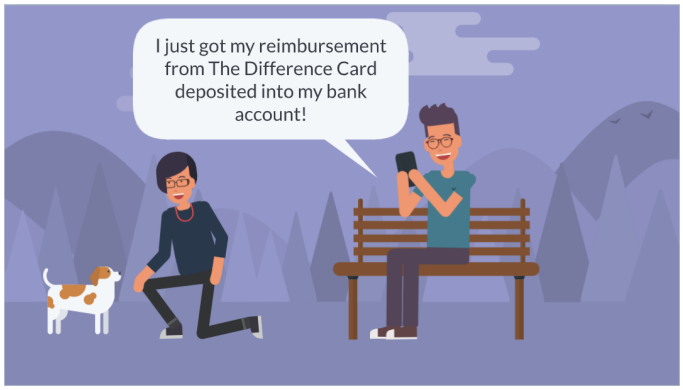
2. Instead, he will present his Insurance Card to the medical provider and will get a bill and an insurance statement* later.



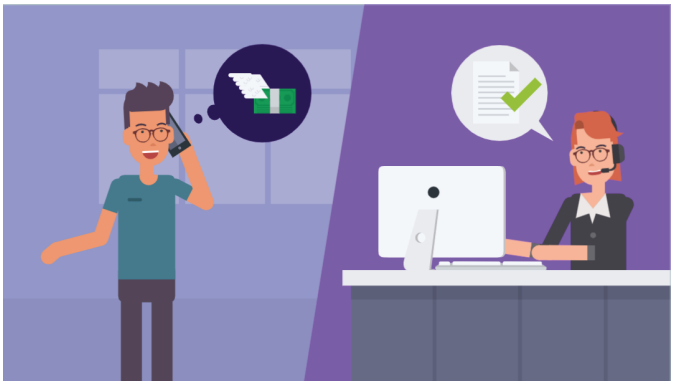
3. Danny will get his insurance statement* either through the Insurance Provider's website or in the mail.



4. The Difference Card will receive Danny's claim direct from a file issued by his insurance carrier.



5. Claims on average are processed within 2 business days. If Danny's claim is eligible for reimbursement, The Difference Card will issue a check with the funded amount directly to Danny's provider.



6. Depending on Danny's plan, Danny may have to pay a portion out of pocket before he is eligible for reimbursement.
For plan details, Danny can review his Difference Card Summary of Benefits

*An Insurance Statement, sometimes called an Explanation of Benefits (EOB), describes what costs your Insurance Provider will cover for medical care.

File Feed

Step 1



Your carrier will be providing The Difference Card with an electronic Explanation of Benefits

Step 2



When you have a health claim, it will be reported to us on this electronic Explanation of Benefits

Step 3



The Difference Card will process your claim and then issue you a check or direct deposit for the reimbursement amount due based on your Difference Card plan design.

Step 4



You may pay the provider with the funds received from The Difference Card along with your member responsibility, if applicable.

Please Note:



Reference your Difference Card Summary of Benefits to verify your responsibility and specific funding amounts.

SUBMIT YOUR CLAIM IF YOU FORGOT TO SWIPE YOUR CARD

MOBILE

Download the Difference Card Smart Mobile App to submit your claim with a picture.

ONLINE

Login to your account at DifferenceCard.com to submit your claim online.

MAIL

Fill out a Reimbursement Form and submit your documents via mail.

FAX

Fill out a Reimbursement Form and submit your documents via fax.



DIRECT DEPOSIT

The fastest way to get your money.

Money will come back to you via direct deposit if you select that as your Reimbursement Preference.

TOOLS ON THE GO

Scan this code with your camera app to get helpful resources at your fingertips.

SCAN ME

ITEM # 2025-478

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: June 16, 2025
TYPE OF AGENDA ITEM: Announcement
AGENDA OUTLINE NUMBER: 4.B.

TO: City Council

THRU: Larry Jones , City Manager

FROM: Andy Peters, Director of Information Technology

DATE: June 5, 2025

SUBJECT: Captain Royal Melvin Park Cameras

I. BACKGROUND: On April 7th, Council directed staff to explore the possibility of installing cameras at Captain Royal Melvin Park to enforce against illegal livery vessel pickup and drop-off at the docks.

II. DISCUSSION: A new Turing Skyshield camera, identical to the one installed at Joe's Bayou, has been installed at Royal Melvin Park. This camera is equipped with a cellular connection, integrates with all other cameras in our network, and includes advanced search features that are now available to our Code staff. The position of the proposed camera is shown in the attached image.

A. Link to Strategic Goals / Objectives:

B. Effect on Budget (EOB): The cost of the camera installation was $7,929.23. The proposal from APT is attached. An additional amount of $2400 was required to install an electrical outlet near the camera location. A monthly fee of about $40 goes along with this Cellular-enabled camera.

C. Level of Service (LOS):

D. Legislative Sponsor:

E. Business Impact Statement:

III. CONCLUSION:

IV. RECOMMENDED MOTION:

Attachments:

1. City of Destin City of

Destin P-204 Quote Q-276 V1

2. TuringCameraLocation
3. Capt Royal Melvin Park Angles

Advanced Protective Technologies
216, Mountain Drive
Destin, Florida 32541
United States
(850) 650-5488
jgore@aptfireandsecurity.com
www.aptfireandsecurity.com

Quote

Quote	Q-276
Issued on	Apr 14, 2025

Client
City of Destin
apeters@cityofdestin.com
850-837-4242, ext. 1101

Site Address
200 Harbor Boulevard
Destin, Florida 32541
United States

Prepared By
Ryan Keeler
rkeeler@aptfireandsecurity.com
(850) 218-4065

Project Description

This proposal is for installing a new Skyshield at Captain Royal Melvin Park by the boat dock. We will position the cameras in order to capture the whole boat dock. The Skyshield will come with 3-year AI licenses. We will need the city to install a 120VAC outlet for the system. If you have any questions at all, please let me know.

Products

Turing Skyshield

ITEM	QTY
APT Labor	8 h
Turing SS-KG1-STD-2B SkyShield Standard Outdoor System, Includes (2) 4MP Bullet Cameras and (2) 3-Year Core AI Licenses	1

Turing Skyshield

Total Price **$7,929.23**

Payment Terms

DESCRIPTION	BILLING DATE	DUE DATE	AMOUNT
Deposit (50%)			$3,964.62
Upon Completion (50%)			$3,964.61

Terms & Conditions

1. Contract Documents and Details
APT will provide the equipment and installation services described in this proposal.
2. Time
APT requires a 10 day notice prior to the start of each phase of the installation.
3. Payments and Completion
Payments must be made in accordance with the terms of this proposal in order to meet the installation dates specified in this proposal.
4. Insurance
APT to be bonded and insured for the duration of this project.
5. Changes in the Contract
Changes to this proposal will require a written or verbal change order and prices will be revised in accordance with these changes.
6. Warranty
System includes a one year parts & 90 Day labor warranty. Warranty covers manufacture defects, not misuse or normal wear.
Optional on-site technical support service is available.

Professional Licenses

Classification	Description	Number	State/Province	Expiration Date
Certified Alarm System Contractor II		EG13000235	Florida	Aug 31, 2026

Signature

Date


TURING

Sites Bookmarks

Search Sites or Cameras

- Annex Building
- City Hall
- Joes Bayou Siteshield
- Melvins Park Siteshield
  - Luther's Dock
  - Melvin Park Dock
- Public Library





person name or ID

Search by Photo

Time: Last 7 days

Search Clear

Detected Faces All Faces

ITEM # 2025-732

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: June 16, 2025
TYPE OF AGENDA ITEM: Action Item
AGENDA OUTLINE NUMBER: 4.C.

TO: City Council

THRU: Larry Jones , City Manager
Kimberly Kopp, City Attorney

FROM: Jeffrey Cozadd, Projects, Grants and Contracts Manager

DATE: 6/10/2025

SUBJECT: RFQ 25-06-CD CEI Crosstown Connector Project

I. BACKGROUND: On April 21, 2025 the Council approved the advertisement of RFQ 25-06-CD CEI Crosstown Connector.

II. DISCUSSION: RFQ 25-06-CD includes the construction engineering and inspection of Phases 1 and 2 of the Crosstown Connector Project.

RFQ 25-06-CD was opened June 9, 2025. Six proposals were received, there are as follows:

Anchor CEI
DRMP
Halff Associates
RS&H
SSR
Volkert

The bid committee evaluated these proposals on June 10, 2025. The committee found the proposal from SSR was unresponsive for the failure to provide the requested insurance information. All other proposals were found to be responsive and responsible. The proposals were scored as their totals are as follows:

Anchor CEI	114 points
DRMP	108 points
Halff Associates	113 points
RS&H	109 points
SSR	not scored

Volkert 112 points

The Bid committee voted to recommend to the council that Anchor, Halff, and Volkert be invited to do presentations to council as indicated in the RFQ. Council members after hearing the presentations, will then rank the firms in order to select which one to negotiate with.

Presentations will be held at the July 7th council meeting.

A. Link to Strategic Goals / Objectives: 1.6 Two Lane Crosstown Connector

B. Effect on Budget (EOB): None at this time. The contract will be brought to the Council once a firm is selected and the contract negotiated.

C. Level of Service (LOS): LOS will be increased

D. Legislative Sponsor:

E. Business Impact Statement:

III. CONCLUSION: Staff recommends inviting the top three scoring firms to make presentations to the council.

IV. RECOMMENDED MOTION: I move that the council invite Anchor CEI, Halff Associates, and Volkert to attend a council meeting and make presentations to the council as part of the RFQ 25-06-CD selection process.

Attachments:

1. RFQ 25-06-CD Scoresheet Summary
2. Anchor Consulting Engineering and Inspection, Inc. RFQ 25-06-CD, CTC CEI Svcs.
3. DRMP Response to RFQ 25-06-CD
4. Halff Associates RFQ No. 25-06-CD - Digital USB Copy
5. RS&H_Construction Engineering and Inspection Services for the Crosstown Connector
6. SSR_RFQ No. 25-06-CD CI Services for City of Destin Crosstown Connector_Final
7. VOLKERT_City of Destin CEI Services

for Crosstown Connector Project

8. 1. RFQ 25-06-CD CEI Services bid
9. RFQ 25-06-CD CEI Services Add. #1

City of Destin

PROJECT: RFQ 25-06-CD CEI Crosstown Connector Project Score Summary

SCORE TABLULATION SUMMARY SHEET

	Anchor	DRMP	Halff	RS&H	SSR	Volkert						
Michael Burgess	24	24	22	25		25						
Robert Tomasek	20	20	21	20		21						
Steve O'Connor	23	22	24	20		24						
Lisa Firth	23	22	23	23		21						
Jeff Cozadd	24	20	23	21		21						
Total Score (Max 125 Pts)	114	108	113	109	0	112	0	0	0	0	0	0

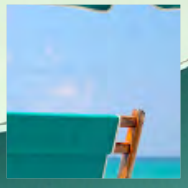
CITY OF DESTIN
REQUEST FOR QUALIFICATIONS






CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR THE CROSSTOWN CONNECTOR PROJECT

DUE: JUNE 9, 2025
@ 1:00 P.M. CST








ORIGINAL

Tele: 850.215.1285 | Fax: 850.215.1285 | 450 Magnolia Avenue Panama City, Florida www.anchorcei.com

Anchor CEI Engineering that works.

PAGE OF CONTENTS

Anchor CEI

Table of Contents

Tab 1 Letter of Response

Tab 2 Firm's Proposal

Tab 3 Proposals of Project Team

Tab 4 Project Approach

Tab 5 References and Past Performance

Tab 6 Procurment Forms and Documents

- **6-A** Respondent Acknowledgement
- **6-B** Addenda Acknowledgement
- **6-C** Public Entity Crimes Statement
- **6-D** Drug-Free Workplace Certification
- **6-E** Conflict of Interest Disclosure Form
- **6-F** Liability and Indemnification Form
- **6-G** Certification of Indepenence and No Conflict of Interest Form
- **6-H** Schedule of Subconsultant(s) - Not Required
- **6-I** Anti-Human Trafficking Affidavit
- **6-J** Proof of Professional Liability Insurance
- **6-K** Supplemental Information

450 Magnolia Avenue
Panama City, Florida 32401
Tele: 850.215.1285

June 9, 2025

City Clerk's Office
4200 Indian Bayou Trail
Destin, Florida 32541

Re: Letter of Response to the Request for Qualifications
RFQ No. 25-06-CD: Construction Engineering and Inspection Services for the Crosstown Connector Project

Dear City Clerk's Office:

Anchor Consulting Engineering and Inspection, Inc. (Anchor) is pleased to submit one original and one digital copy of our ***Letter of Response to the Request for Qualifications*** to City of Destin for the ***Construction Engineering and Inspection Services for the Crosstown Connector Project***.

Anchor is a woman-owned, full-service engineering firm located in Panama City and a satellite office in Apalachicola serving Northwest Florida. Anchor was founded in 2015 by Ms. Elizabeth Syfrett Moore, PE, who serves as President, and Ms. Brittany Trumbull, PE, who holds the position of Vice-President. Both founders play pivotal roles in the day-to-day operations of the firm, senior project management, senior design and engineering services, and quality management review of all documents prior to submittal. Our founders bring decades of combined experience in the civil engineering industry, which has been instrumental in shaping Anchor into a reputable and reliable partner for numerous projects across Northwest Florida.

Ms. Moore and Ms. Trumbull have at their sole discretion, the ability to make all decisions pertaining to this Request for Qualifications or any other questions that may arise during the procurement process, and have authority to bind the principal proponent.

Anchor is committed to being City of Destin's construction inspection team and we appreciate your consideration of Anchor for this important contract. Should you have any questions, please feel free to contact me at the contact information provided above.

Respectfully,
Anchor Consulting Engineering and Inspection, Inc.

Elizabeth S. Moore, P.E.
President

Brittany Trumbull, P.E.
Vice President

RESPONDENT'S QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

SUBMITTED TO: City of Destin
City Clerk's Office
4200 Indian Bayou Trail
Destin, Florida 32541
Telephone: (850) 837-4242

Submitted By:
Name: Elizabeth S. Moore, P.E., President
Address: 450 Magnolia Avenue
City, State, Zip: Panama City, Florida 32401
Telephone No.: 850.215.1285
Email: emoore@anchorcei.com

	Check One
Corporation	✓
Partnership	
Individual	
Other	

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

   The correct name of the Respondent is:
   Anchor Consulting Engineering and Inspection, Inc.

   The address of the principal place of business is:
   450 Magnolia Avenue
   Panama City, Florida 32401

2. If Respondent is a corporation, answer the following:

   a. Date of Incorporation: 2015
   b. State of Incorporation: Florida
   c. President's name: Elizabeth S. Moore, P.E.
   d. Vice President's name: Brittany Trumbull, P.E.
   e. Secretary's name: Brittany Trumbull, P.E.
   f. Treasurer's name: Elizabeth S. Moore, P.E.
   g. Name and address of Resident Agent: Elizabeth S. Moore, P.E.
   450 Magnolia Avenue, Panama City, Florida 32401

THIS PAGE MUST BE SUBMITTED FOR RESPONSE TO
BE CONSIDERED COMPLETE AND ACCEPTABLE

3. If Respondent is an individual or a partnership, answer the following:

   a. Date of organization: N/A

   b. Name, address and ownership units of all partners:

   c. State whether general or limited partnership: _____

4. If Respondent is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:
   N/A

5. If Respondent is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

6. How many years has your organization been in business under its present business name?
   10 years

   Under what other former names has your organization operated?
   N/A

7. Indicate registration, license numbers or certificate numbers for the businesses or professions, which are the subject of this Bid. Please attach certificate of competency and/or state registration.
   State of Florida Business License P15000073098
   Office Professional Engineer's License No. 31422
   Office Licenses & Staff Licenses and CTQP Certifications are in Tab 6.K

8. Have you ever failed to complete any work awarded to you? If so, state when, where and why:
   No.

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BE CONSIDERED COMPLETE AND ACCEPTABLE

9. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary)

ELIZABETH MOORE, P.E. - SENIOR CEI PROJECT MANAGER/PROJECT ENGINEER; BRITTANY TRUMBULL, P.E. - SENIOR CEI PROJECT MANAGER/PROJECT ENGINEER; BRYAN OSBORN, P.E. - SENIOR CEI PROJECT MANAGER AND PROJECT ENGINEER; MANDY O'REGAN - CONSTRUCTION ADMIN; JEREMY LEB - CEI SENIOR INSPECTOR

10. State the name of the individual who will have personal supervision of the work:

Bryan Osborn, P.E. will be the Construction Supervisor

11. State the name and address of attorney, if any, for the business of the Respondent:

Clayton Syfrett, SDF Law, Inc., 311 Magnolia Avenue, Panama City, Florida 32401

12. State the names and addresses of all businesses and/or individuals who own an interest of more than five percent (5%) of the Respondent's business and indicate the percentage owned of each such business and/or individual:

Elizabeth S. Moore, P.E., President owns %51 of company

Brittany Trumbull, P.E., Vice President owns 49% of company

13. State the names, addresses, and the type of business of all firms that are partially or wholly owned by Respondent:

N/A

14. Annual Average Revenue of the Respondent for the last three years as follows:

		Revenue Index Number
a.	Government Related Work	4
b.	Non-Governmental Related Work	4
	Total Work (a +b):	8

Revenue Index Number

1.	Less than $100,000
2.	$100,000 to less than $250,000
3.	$250,000 to less than $500,000
4.	$500,000 to less than $1 million
5.	$1 million to less than $2 million
6.	$2 million to less than $5 million
7.	$5 million to less than $10 million
8.	$10 million to less than $25 million
9.	$25 million to less than $50 million
10.	$50 million or greater

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BE CONSIDERED COMPLETE AND ACCEPTABLE

21. List and describe all criminal proceedings or hearings concerning business related offenses to which the Respondent, its principals or officers or predecessors' organization(s) were defendants.
None.

22. Has the Respondent, its principals, officers or predecessors' organization(s) been CONVICTED of a Public Entity Crime, debarred or suspended from bidding by any government during the last five (5) years? If so, provide details.
No.

The Respondent acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by owner in awarding the contract and such information is warranted by Respondent to be true. The discovery of any omission or misstatement that materially affects the Respondent's Proposals to perform under the contract shall cause the owner to reject the Response, and if after the award, to cancel and terminate the award and/or contract.

(Signed) _____

(Title) Elizabeth S. Moore, P.E., President

STATE OF Florida
COUNTY OF Bay

RTN

The foregoing instrument was acknowledged before me by means of physical presence __ or online notarization __, this 6th day of June, 2025,

By: Elizabeth S. Moore
(Print name)

RTN

Personally known ✓ OR Produced Identification _____

Rodney T. Newman
Notary Signature Rodney T. Newman

Seal:

Notary Public State of Florida
Rodney T. Newman
My Commission HH 526867
Expires 5/19/2028

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ITEM NO. 16 FROM RESPONDENT'S QUALIFICATION STATEMENT

Cost and Schedule Management in Construction Projects

Anchor implements a strategic approach to manage budget costs and adhere to scheduled milestones in construction projects. Its well-defined policies and practical methods ensure that resources are optimized, risks are mitigated, and objectives are achieved within the approved frameworks. Below is a detailed exploration of Anchor's policies and methods for effective project completion. Three of the best ways to ensure that a project is on time and will finish under or on budget are the inclusion of meetings throughout the construction phase, construction inspection, and detailed analysis of change orders.

Pre-Construction, Prevaing, and Progress Meetings

In construction projects, meetings play a vital role in ensuring smooth execution and effective collaboration among stakeholders. Three key types of meetings often take place throughout the life cycle of a project: preconstruction, prepaving, and progress meetings. Each type serves a distinct purpose, addressing specific phases and requirements, while collectively contributing to the success of the project. By holding these meetings, it is easier to see if the project is running into issues or an issue that need to be addressed before the issue causes the project to be delayed.

Pre-Construction Meetings

Pre-construction meetings are held before the actual construction work begins. Their primary function is to align all stakeholders, clarify project goals, and address any potential challenges. These meetings serve as a foundation for project execution, ensuring that everyone involved has a clear understanding of their roles and responsibilities.



Key Topics Covered include:

- Project Scope and Specifications: Detailed review of plans, designs, and specifications to confirm accuracy and feasibility.
- Roles and Responsibilities: Identification of key personnel, contractors, and subcontractors, along with their specific duties.
- Budget: Reviewing the awarded contract amount, remittance of pay applications and waivers that are required, retainage held and the liquidated damages for not meeting the substantial and final completion dates. The Change Order process will be reviewed during the pre-construction meeting. Anchor will ensure that the Contractor understands that no work should be completed without a change order being fully executed and returned.
- Timeline and Milestones: Establishing a schedule with clear deadlines and benchmarks including substantial and final completion dates.
- Shop Drawing Submittals: Reviewing what shop drawings will be needed and process for submitting shop drawings. Upon submittal of the shop drawing, Anchor will provide comments and/or approval within 1 week.
- Schedule: Anchor will request that the Contractor submit a detailed Gantt schedule outlining all work to be completed and dates that each milestone will be accomplished.
- Safety Protocols: Discussions on safety measures, site hazards, and emergency procedures.

- Permits and Compliance: Verification of necessary permits and adherence to local regulations.
- Communication Plan: Setting up protocols for effective communication among stakeholders.

The City of Destin personnel, Anchor's Construction Administration and Inspection Team, Atkins North America, Inc. (Engineer of Record), the awarded Contractor and its subcontractors, the Florida Department of Transportation, utility companies that may be affected, and applicable permitting agencies will be invited to attend this meeting to ensure that all parties have a chance to provide input prior to construction commencement. This is one of the best ways to ensure that the project begins with a clear understanding of what will be involved and handle any initial conflicts.

Pre-Paving Meetings

Pre-paving meetings are specifically tailored for paving projects. They focus on the preparation, materials, and techniques required for successful paving operations. These meetings are crucial for ensuring the durability and quality of paved surfaces.

Key Topics Covered include:

- Material Specifications: Confirmation of the type and quality of paving materials to be used.
- Equipment and Machinery: Discussion of the equipment requirements and readiness for paving operations.
- Weather Conditions: Review of weather forecasts to plan optimal paving schedules.
- Time Off: Review of any holidays or other events that might affect the paving operations.
- Asphalt Mix: A review of the Asphalt Mix, which must be submitted prior to the meeting.
- Site Preparation: Ensuring the base layer and grading are ready for paving.
- Quality Control: Establishing testing protocols for material and surface quality.

The City of Destin personnel, Anchor's Construction Administration and Inspection Team, Atkins North America, Inc. (Engineer of Record), the awarded Contractor and its subcontractors, and the Florida Department of Transportation will be invited to attend this meeting to ensure that all parties have a chance to provide input prior to paving commencement. This is one of the best ways to ensure that paving begins with a clear understanding of what will be involved and handle any initial conflicts.

Progress Meetings

Progress meetings are held periodically throughout the construction timeline to review the status of ongoing work, address challenges, and ensure the project stays on track. Depending on the length of the project, these meetings could be held bi-weekly or monthly. These meetings provide an opportunity to reassess goals and adapt strategies as needed.

Key Topics Covered include:

- Status Updates: Reporting on completed tasks, pending work, and current challenges.
- Budget and Costs: Monitoring expenses and ensuring budget adherence.

- Timeline Adjustments: Revising schedules to accommodate shifts in priorities or delays.
- Quality Assurance: Verifying the quality of work and compliance with standards.
- Stakeholder Feedback: Incorporating input from team members and clients.
- Action Items: Assigning tasks and responsibilities for the next phase.

The City of Destin personnel, Anchor's Construction Administration and Inspection Team, Atkins North America, Inc. (Engineer of Record), the awarded Contractor and its subcontractors, and the Florida Department of Transportation will be invited to attend these meetings to ensure that all parties have a chance to provide input. This is the best way to ensure that the project is running on time and within budget.

Construction On-Site Inspection

Construction projects are intricate undertakings requiring coordination among various teams, adherence to stringent regulations, and the seamless execution of tasks. A critical aspect of ensuring success in these projects lies in thorough on-site inspections. These inspections serve as the backbone of quality assurance, compliance, and progress assessment. In particular, on-site inspections play a vital role in maintaining construction schedules, safeguarding timelines, and preventing costly delays.

Monitoring Progress

Our on-site construction inspectors allow Anchor's Senior Project Managers, the City of Destin, and the Florida Department of Transportation to monitor the progress of construction activities in real-time. Anchor's on-site construction inspectors assess whether work is being carried out according to the project plan and timeline, enabling adjustments before small delays cascade into larger disruptions.

Ensuring Compliance with Standards

Construction is governed by a plethora of regulations and standards, including safety codes, environmental guidelines, and contractual obligations. Anchor's on-site construction inspectors ensure that all activities align with these requirements, reducing risks of penalties, rework, or shutdowns that could jeopardize the schedule.

Quality Assurance

Anchor's on-site construction inspectors evaluate the materials, techniques, and workmanship to ensure the final product meets the specified standards. Poor quality often leads to repairs or replacements, adding time and cost to the project. Our regular inspections help identify and resolve such issues early, preserving the timeline.

Safety Oversight

Safety inspections are integral to maintaining a smooth construction schedule. By identifying and mitigating hazards, inspectors prevent accidents that could halt work and lead to delays. A safe worksite also boosts morale and productivity, directly correlating with timely project completion.

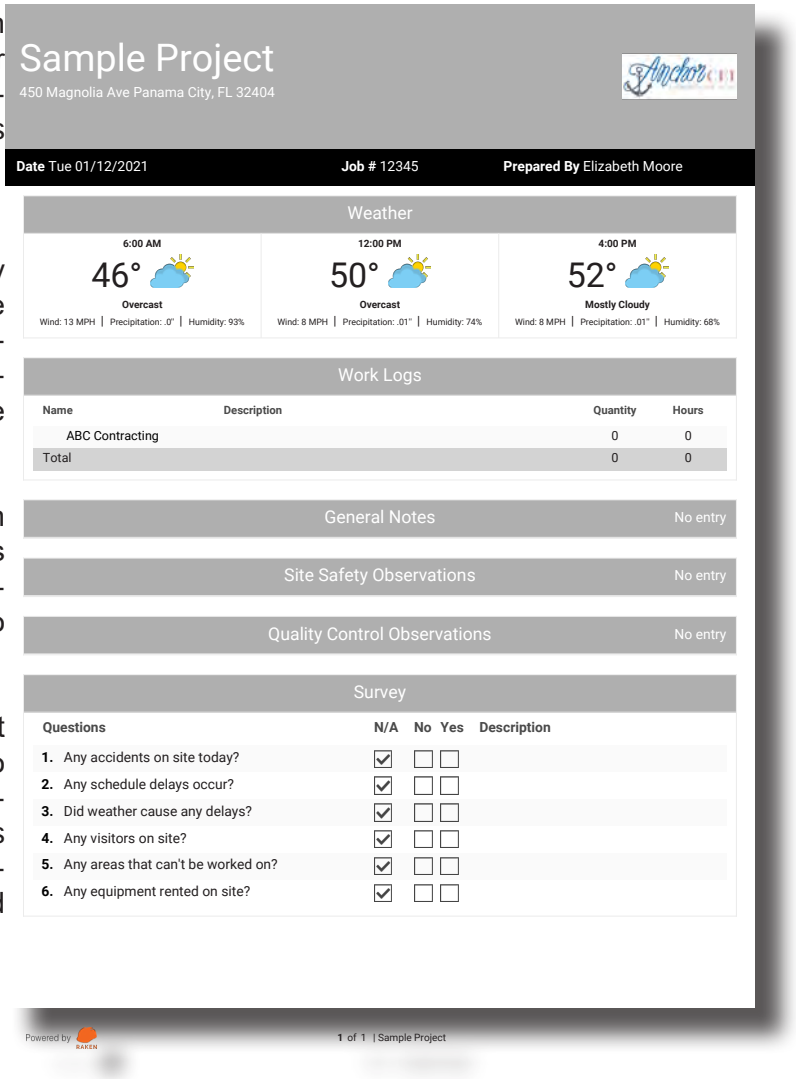
CTQP Qualified

Anchor will provide an on-site Construction Engineering Inspector who is qualified in the applicable FDOT Certification Workshops related to the project for the duration of the project.

Anchor has extensive experience overseeing construction projects for cities and counties throughout northwest Florida. Due to our experience not only in inspection of construction projects, but in design of these types of projects, our construction inspection team is able to identify problems during construction that may go undetected by other inspection teams. A copy of the Raken Inspection Report that Anchor's uses during site inspections is found below.

Field Discrepancies

If any discrepancies are found, Anchor's Construction Inspector will notify Anchor's Senior Project Manager and the Contractor immediately. Anchor's Senior Project Manager will follow up with the appropriate parties at the City and FDOT (if needed).



Sample Project

450 Magnolia Ave Panama City, FL 32404

Date Tue 01/12/2021 **Job #** 12345 **Prepared By** Elizabeth Moore

Weather

6:00 AM	12:00 PM	4:00 PM
46°	50°	52°
Overcast	Overcast	Mostly Cloudy
Wind: 13 MPH | Precipitation: .0" | Humidity: 93%	Wind: 8 MPH | Precipitation: .01" | Humidity: 74%	Wind: 8 MPH | Precipitation: .01" | Humidity: 68%

Work Logs

Name	Description	Quantity	Hours
ABC Contracting		0	0
Total		0	0

General Notes — No entry

Site Safety Observations — No entry

Quality Control Observations — No entry

Survey

Questions	N/A	No	Yes	Description
1. Any accidents on site today?	☑	☐	☐	
2. Any schedule delays occur?	☑	☐	☐	
3. Did weather cause any delays?	☑	☐	☐	
4. Any visitors on site?	☑	☐	☐	
5. Any areas that can't be worked on?	☑	☐	☐	
6. Any equipment rented on site?	☑	☐	☐	

Powered by RAKEN

1 of 1 | Sample Project

Pay Applications and Cost Control

Anchor will review all pay applications submitted by the Contractor to ensure accurate quantities have been included, and pay applications reflect the previous month's totals. The pay applications will be reviewed against the Contractor's Bid Form to ensure costs or materials are at Bid Price.

Anchor's construction inspector will provide inspection reports which include recorded quantity observations and measurements for payment purposes. This information will be reviewed against the pay application to ensure accuracy.

Anchor will verify asphalt truck ticket quantities against the quantity provided by the Contractor. Anchor also understands that the Contractor may submit a pay application for stockpiled materials as long as it conforms to the amount and type of said material in the specification and stocked materials have been field verified by the Construction Inspector.

Supplemental Agreements/ Change Orders

Change orders are an integral part of construction projects and often arise due to unforeseen circumstances, alterations in client requirements, or errors in design and planning. While these changes are sometimes unavoidable, managing them effectively is crucial to ensuring that the construction budget remains intact.

Below are strategies Anchor utilizes to handle change orders efficiently without jeopardizing financial resources.

- Anchor will thoroughly review the Supplemental Agreement and Change Orders to ensure the Contractor is adhering to the Bid Unit Price.

- Anchor will conduct a detailed cost assessment to understand the financial impact the change order may have on the project budget. If the costs are excessive, Anchor will explore alternative solutions that align with the budget. This will be shared with the City and Engineer of Record to ensure conformance with quality standards.

- Anchor will communicate with the Contractor and vendors to identify cost-saving measures.

- Anchor will prioritize essential changes. Anchor will evaluate each request thoroughly and prioritize those that are essential to the project's success. Anchor will discourage unnecessary alterations that add little value but inflate costs.

- If after the assessments and negotiations, a change order is required, Anchor will request a formalized quote from the Contractor and will prepare the Supplemental Agreement/Change Order for the City's review.

Anchor constantly monitors the project's progress and associated costs to ensure that change orders are implemented as planned. Comparing actual expenditures to the budget can help identify discrepancies early and enable corrective action.

Anchor's approach will also include preventative measures to control changes and preventative actions in anticipation of possible problems, including:

- Monitoring the ongoing project activities against planning and project performance indicators.

- Influencing the factors that could circumvent integrated change control so that only approved changes are implemented.

ITEM NO. 17 FROM RESPONDENT'S QUALIFICATION STATEMENT

Quality Assurance/Quality Control Management Methods

Quality Assurance (QA) and Quality Control (QC) are two integral components of construction management that ensure the delivery of high-quality projects. While QA focuses on the processes and systems that prevent defects, QC emphasizes the inspection and testing of materials, workmanship, and overall project outcomes to identify and correct defects. Together, these methodologies provide a framework for maintaining standards, reducing risks, and ensuring client satisfaction.

Key Methods of Quality Assurance

Anchor has ensured that proper quality assurance protocols are in place that can prevent costly errors and delays. Some of the protocols Anchor uses in order to ensure quality assurance on its projects is detailed below.

- Anchor's Quality Management Plan: Anchor has a detailed Quality Management Plan which outlines the strategies, responsibilities, and procedures required to meet quality objectives.

- Anchor's Standard Operating Procedures (SOPs): Our SOPs provide step-by-step instructions for routine tasks, ensuring consistency and reducing opportunities for errors.

- Anchor's Training and Certification Program: Anchor ensures that our inspectors are properly trained and has the appropriate CTQP certification to ensure that inspectors understand quality expectations, safety protocols, and technical requirements.

Key Methods of Quality Control

Anchor has ensured that proper quality control protocols are in place to detect and correct defects before project completion, reduce the amount of rework (thus saving time and cost), and improve overall project reliability and durability. Some of the protocols Anchor uses in order to ensure quality assurance on its projects is detailed below.

- Inspection and Testing: Anchor's regular inspections and material tests ensure compliance with standards and specifications. Common tests include concrete compressive strength, soil compaction, and asphalt core sample tests. Anchor ensures that the inspector is on site for any relevant testing.
- Checklists and Reporting: Anchor's use of the Raken Inspection Software guide inspections systematically, while reports document findings for accountability and future reference.
- Sampling Techniques: Anchor ensures that all sampling is completed as detailed in the specificaitons. Sampling provides significant insights into the quality of materials and processes.

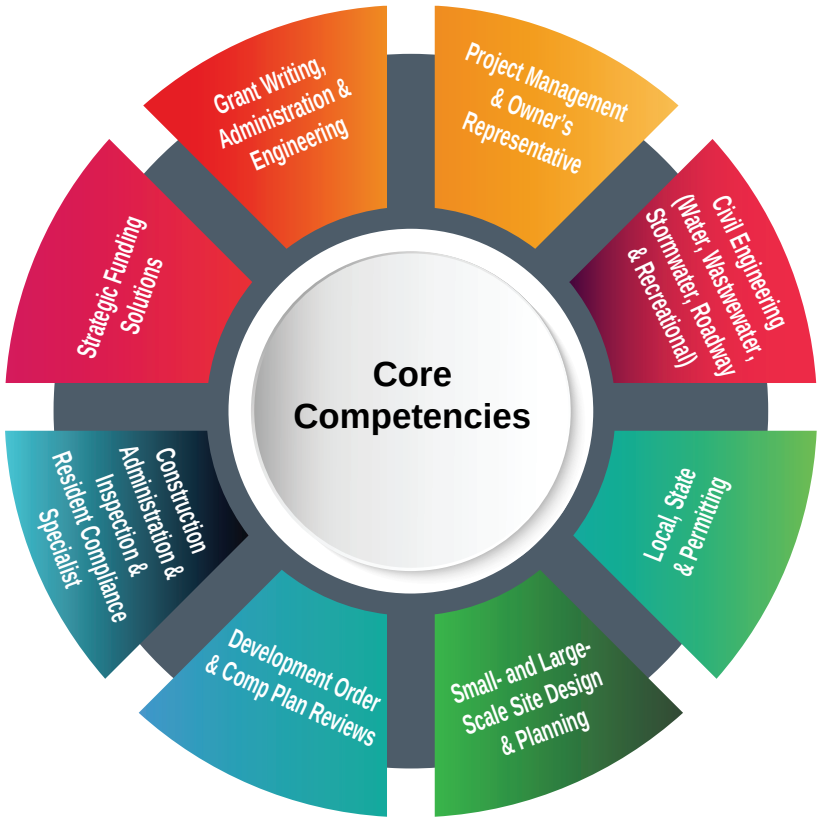
FIRM'S QUALIFICATIONS

Our team specializes in construction administration and inspection, funding, grant writing and grant administration for civil engineering projects, grant engineering, design, permitting, bidding, and planning for water, wastewater, drainage/stormwater, recreational, and roadway projects. As a growing firm, with an assertive and tenacious attitude towards our work, we set for ourselves a higher-caliber goal, to be better each day, with each client, on each project. To provide ***Engineering that Works****!*

Our Core Competencies are detailed to the right.

Anchor's persevering attitude and character is championed by our collective years of staff knowledge and experience in engineering and construction-related services, our integrity in design and construction practices, our client-driven dependability, and our ability to exceed each client's expectations by meeting the specific needs of each client we serve in a timely manner and within or under budget.

The Anchor team has managed, designed, and inspected a multitude of state and federal funded projects. We hope the City allows us the opportunity to provide these services to the City and its residents on this important roadway project.



FDOT Pre-Qualification Work Types

In addition, Anchor is pre-qualified with FDOT for Work Types 3.1 - Minor Highway Design and 10.1 - Roadway Construction Engineering Inspection. Anchor's Team have a multitude of FDOT Certifications (refer to the FDOT Certifications following resumes of applicable inspection staff in ***Tab 3 - Proposals of Project Team***). Anchor's Team have a multitude of FDOT Certifications that can be found in ***Tab 6K***.



Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

November 15, 2024

Elizabeth Moore, President
ANCHOR CONSULTING ENGINEERING AND INSPECTION, INC.
450 Magnolia Avenue
Panama City, Florida 32401

Dear Ms. Moore:

The Florida Department of Transportation has reviewed your application for prequalification package and determined that the data submitted is adequate to technically prequalify your firm for the following professional services types of work per Rule 14-75, F.A.C.:

3.1 Minor Highway Design

10.1 Roadway Construction Engineering Inspection

Your firm is now technically prequalified with the Department for Professional Services in the above referenced work types. Your firm may pursue projects in the referenced work types with fees estimated at less than $500,000.00.* This status shall be valid until November 15, 2025, for contracting purposes.
*Limit for FDOT projects only

On the basis of self-certification materials submitted, the rates listed below represent the costs the Department has accepted.

Approved Rates

Home Overhead	Field Overhead	Premium Overtime	Home Direct Expense	Field Direct Expense
170.11%	127.65%	Reimbursed	0.00%	0.00%*

Per Title 23, U.S. Code 112, there are restrictions on sharing indirect cost rates. Refer to Code for additional information.

Should you have any questions, please feel free to contact me by email at carliayn.kell@dot.state.fl.us or by phone at 850-414-4597.

Sincerely,

Carliayn Kell
Professional Services Qualification Administrator

CBHK/kw

1

MBE/WBE/DBE/VBE Status

Anchor is registered as a Disadvantaged Business Enterprise and Small Business Enterprise with the Florida Department of Transportation (FDOT) as well as with the State of Florida Department of Management Services. Anchor is a certified DBE/WBE consultant.

Services to be Provided

Anchor has worked on a multitude of Florida Department of Transportation Grant Funded projects including LAP, SCRAP, SCOP, BSCOP, etc.

Anchor will project construction administration, construction inspection, and if required due to this project abiding by LAP requirements, Anchor will provide the resident compliance specialist for this project.

No subcontractors are anticipated for this project.

SAM.GOV STATUS



FDOT DBE/MBE STATUS

Florida UCP DBE Directory

Number of Vendors Returned: 1
Selection Criteria:
Vendor : ANCHOR CONSULTING ENGINEERING AND INSPECTION INC

Vendor Name: **ANCHOR CONSULTING ENGINEERING AND INSPECTION INC**
DBE: CERTIFIED **MBE:** CERTIFIED **ACDBE Status:** N **SBE:** N **Avail Statewide:** Y

Business Description: ENGINEERING AND INSPECTION SERVICES- ROADWAY, SIDEWALK, UTILITY, SITE DEVELOPMENT,

Mailing Address: 450 MAGNOLIA AVE
PANAMA CITY FL 32401

Contact Name: ELIZABETH MOORE **Phone:** (850)819-8080 **Fax:**
Email: EMOORE@ANCHORCEI.COM **Web Site:** WWW.ANCHORCEI.COM

Certified NAICS

541330	Engineering Services
541611	Administrative Management and General Management Consulting Services
541990	All Other Professional, Scientific, and Technical Services

FDMS WBE STATUS

General Vendor Information

Vendor Status:	Active /	Vendor 1099 Name:	Anchor Engineering Consulting and Inspection (NOT CONTESTED)
Vendor Name:	Anchor Consulting Engineering and Inspection	W9 Status:	Valid W-9 on file
Short Name (Doing business as):		DFS W9 Last Update Date:	Jul 14, 2024
Dun and Bradstreet Number (DUNS):	080191561	Business Designation	US Corporation
Website:		Primary Place of Business	FL

Certified Business Enterprise (CBE)

Minority-Owned Business Designation: **Non-Minority Owned** Woman-Owned Designation: **Woman-Owned** Veteran-Owned Designation: **Non-Veteran Owned**

Certification Date: **12/13/2023** Expiration Date: **12/13/2025**

FIRM'S ORGANIZATION STRUCTURE

Anchor has the following organization structure in place to assist the City with its construction administration and inspection needs for this FDOT project, as shown below. Anchor is committed to excellence and as such our firm has worked with many local governments on a multitude of construction inspection projects to ensure those project meet all applicable federal, state and local design requirements.

Elizabeth Moore, P.E.



Anchor President
Client Service Manager
Senior Project Manager
Senior Engineer

Bryan Osborn, P.E.



Senior Project Manager
Senior Engineer
Day-to-Day Inspection Supervisor

Mandy O'Regan



Construction Administration/ Resident Compliance Specialist

Jeremy Leb



CEI Senior Site Inspector



Elizabeth Moore, P.E.
President, Client Service Manager
CEI Senior Project Manager
CEI Senior Project Engineer

29 Years

Upon graduation from the University of Florida with a degree in Civil Engineering, Ms. Moore began her career as the City Engineer for the City of Callaway (1995-1997). From 1997 to 1998, Ms. Moore returned to the University of Florida to obtain her Construction Management Master's Degree. From 1998 through 2004, Ms. Moore worked for Baskerville-Donovan, Inc., a Northwest Florida engineering firm where she managed multiple civil engineering projects. In 2001, Ms. Moore obtained her Florida Professional Engineering License (PE No. 57607). From 2004 to 2015, Ms. Moore worked as a Project Manager for Preble-Rish, Inc. (PRI) in Panama City and was promoted to the Regional Manager for the Bay County Area.

In 2015, Ms. Moore and Ms. Trumbull founded Anchor CEI, Inc. Ms. Moore's experience includes minor roadway design, utility design, regulatory permitting, traffic analysis, stormwater system design/master planning, water and wastewater design, master planning, grant writing construction administration, and engineering services during construction/inspection services. Ms. Moore has over 29 years of Civil Engineering and Construction Management experience.

Education
Bachelor of Science in Civil Engineering
1995 - University of Florida

Master of Engineering in Construction Management
1998 - University of Florida

Registrations
Professional Engineer – State of Florida PE License No. 57607

Affiliations
- PC Downtown Improvement Board Member
- Bay County League of Cities
- Bay County Community Traffic Safety Team
- Bay County Chamber of Commerce Previous Board of Director
- Florida League of Cities
- Society of Military Engineers
- STEM Committee Chairman

Client Service Manager & Senior Project Manager Experience

- County Road 69A Phase III Shoulders (LAP), Calhoun County
- Martin Luther King, Jr. Memorial Road Resurfacing (SCRAP), Wakulla County
- Old Woodville Road, CIGP Phases 1 and 2 (CIGP), Wakulla County, Florida
- Stewart Street Phases I and II Resurfacing & Reclaiming (SCOP), City of Quincy, Florida
- Fire Escape Road Resurfacing (SCOP), City of St. Marks, Florida
- County Road 372 - Surf Road Resurfacing (SCRAP), Wakulla County, Florida
- East Ivan Road Resurfacing and Reconstruction (SCRAP), Wakulla County, Florida
- Shadeville Road Improvements, Phases 1 and 2 (SCRAP), Wakulla County, Florida
- Ivan Church Road Resurfacing Project (SCRAP), Wakulla County, Florida
- Martin Luther King, Jr. Road Resurfacing (SCRAP), Wakulla County, Florida
- City-Wide Road and Sidewalk Improvements (FEMA), City of Parker, Florida
- Parker Roadway Improvements Phase 1 (FEMA), City of Parker, Florida

See Tab 6.K for Licensing and Certifications.



Bryan Osborn, P.E.
Senior Project Manager
Business Development Manager

23 Years

Education
Bachelor of Science in Civil Engineering
2003 - University of Missouri

Registrations
Professional Engineer – State of Florida
License No. PE79822
Professional Engineer – State of Missouri
License No. 2008019582
Professional Engineer – State of Alabama
License No. 38771-E
Professional Engineer – State of Georgia
License No. PE045155

Affiliations
- Destin Chamber of Commerce Vice Chairman/
- Government Affairs & Economic Development
- Destin Rotary - Membership Chair
- Walton County Habitat for Humanity - Board of Directors
- Florida Engineering Society - Emerald Coast Chapter Secretary
- Walton County Affordable Housing Advisory Committee - Appointed
- Member by County Commissioners
- AIA Northwest Florida - Associate Member

Discipline Experience
- Water Distribution Design
- Wastewater Collection System Design
- Minor Roadway and Sidewalk Design
- Stormwater System Design
- Permitting
- Small- and Large-Scale Site Design
- Construction Administration

Bryan Osborn, P.E. graduated with a Bachelor of Science in Civil Engineering from the University of Missouri in December 2003. Following graduation, Mr. Osborn began his civil engineering career as a Design Engineer. In July 2015, Mr. Osborn relocated to Destin, Florida and started an OWN office location. Mr. Osborn joined Anchor in January 2025 as a Senior Project Manager and Business Development Manager.

Senior Project Manager & Inspection Supervisor Experience

- Suzuki Marine Technical Center (Anchor)
- City of DeFuniak Springs - Client Service Manager
- City of Laurel Hill - Highway 602 Watermain Extension (previous firm)
- Magnolia Landing, Rausch Coleman Homes, Bay County (previous firm)
- Twin Palms, Wenco Development, LLC (previous firm)
- Rosemary Place, Woda Group (previous firm)
- Bourbon Street Townhomes, Arete Capital (previous firm)
- Gulf Hills Drive Sewer and Water Extension, Leo Huang (previous firm)
- Nathan Road Subdivision, Wally Kader (previous firm)
- Canopies Subdivision, Bluescape (previous firm)
- Design High School (previous firm)
- Emerald Coast Technical College, ECTC (previous firm)
- Subaru of Fort Walton Beach, Step-One Automotive (previous firm)
- Masarati Penscola, Step-One Automotive (previous firm).

See Tab 6.K for Licensing and Certifications.



Anchor CEI

23 Years

Mandy O'Regan
Construction Administration/ Resident Compliance Specialist

Ms. O'Regan began her career as an administrative assistant at CDMSmith (2000 through 2011), where she assisted Client Service Managers, Project Managers, Project Engineers, Geologists and Marketing in the Tallahassee and Panama City office and beyond. From 2012 to 2015, Ms. O'Regan joined Preble-Rish, Inc. (formerly) out of Panama City where she worked with Brittany Trumbull and Elizabeth Moore. In 2017, Ms. O'Regan relocated to Fort Collins, Colorado where she worked for TST, Inc., while attending college at Front Range Community College, and assisted the CAD designers s well as worked as a TST-contracted planning technician for a local town where she worked alongside the Community Development and Planning Department on all land use submittals. In 2021, Ms. O'Regan returned to Panama City, Florida and began working with Anchor. Ms. O'Regan assists with Construction Administration on CEI projects, Permitting, and Planning Reviews. Ms. O'Regan has over 23 years of construction and engineering administrative experience as well as 6 years of planning related experience.

Education

CAD Certification – Front Range Community College 2021

AA – Front Range Community College (June 2022)

Discipline Experience

- Grant Administration
- Permitting
- Bidding
- Construction Administration

Construction Administration Project Experience

- County Road 69A Phase III Shoulders, Calhoun County
- Martin Luther King, Jr. Memorial Road Resurfacing (SCRAP), Wakulla County
- Minor Repairs to Smith Creek Road over Mill Creek Bridge (BCOP), Wakulla County
- Stewart Street Phases I and II Resurfacing and Reclaiming (SCOP), City of Quincy, Florida
- Fire Escape Road Resurfacing (SCOP), City of St. Marks, Florida
- County Road 372 - Surf Road Resurfacing (SCRAP), Wakulla County, Florida
- East Ivan Road Resurfacing and Reconstruction (SCRAP), Wakulla County, Florida
- City-Wide Road and Sidewalk Improvements (FEMA), City of Parker, Florida
- Parker Roadway Improvements Phase 1 (FEMA), City of Parker, Florida
- CDBG-DR Rain Pan Installation and Sewer Lining, City of Parker, Florida
- CDBG-DR Millville Areas A, B and C, City of Panama City, Florida
- CDBG-DR Wastewater System Rehabilitation: Phase 1 - CCTV, City of Port St. Joe, Florida
- CDBG-DR Wastewater System Rehabilitation: Phase 21 - Lift Stations, City of Port St. Joe, Florida



Anchor CEI

11 Years

Jeremy Leb
CEI Senior Inspector

Mr. Jeremy Leb moved to Panama City and joined Anchor's CEI Team in 2023. He has previously worked as an Inspection Manager for an inspection services company and field engineering supervisor in West Palm Beach, Florida. Mr. Leb has 11 years of construction experience.

Education
Business Economics and Small Business Entrepreneurship
2004-2009 – Georgia Southern

Certifications

- Earthwork Construction Inspection – Level 1, FDOT, Expires October 2027
- Earthwork Construction Inspection – Level 2, FDOT, Expires October 2027
- Asphalt Paving – Level 1, FDOT, Expires February 2028
- Asphalt Paving – Level 2, FDOT, Expires February 2028
- Temporary Traffic Control (TTC), Advanced Course, FDOT
- Nuclear Radiation Safety
- OSHA 30
- CartoPac GPS Trainer & Operator

See Tab 6.K for Certifications

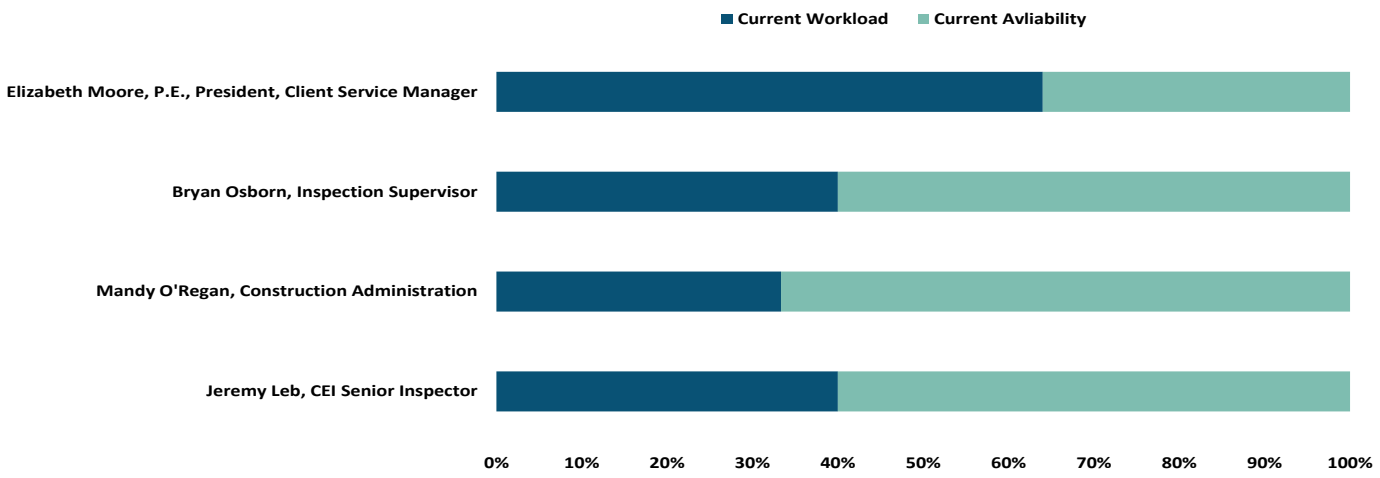
CEI Inspection Experience

- County Road 69A Phase III Shoulders, Calhoun County
- Stewart Street Phases I and II Resurfacing (SCOP), City of Quincy, Florida
- Martin Luther King, Jr. Memorial Road Resurfacing (SCRAP), Wakulla County
- Minor Repairs to Smith Creek Road over Mill Creek Bridge (BCOP), Wakulla County
- Stewart Street Phases I and II Resurfacing and Reclaiming (SCOP), City of Quincy, Florida
- City-Wide Road and Sidewalk Improvements (FEMA), City of Parker, Florida
- Parker Roadway Improvements Phase 1 (FEMA), City of Parker, Florida
- CDBG-DR Rain Pan Installation and Sewer Lining, City of Parker, Florida
- CDBG-DR Wastewater System Rehabilitation: Phase 1 - CCTV, City of Port St. Joe, Florida
- CDBG-DR Wastewater System Rehabilitation: Phase 21 - Lift Stations, City of Port St. Joe, Florida
- Latitude Margaritaville Watersound – West Bay Parkway Segment 3, Heidt Design
- Latitude Margaritaville Watersound – Area 1 Phase 3D, Heidt Design
- Latitude Margaritaville Watersound – Latitude Parkway Segment 3, Heidt Design
- Latitude Margaritaville Watersound – Area 1 Phase 5B, Heidt Design
- Latitude Margaritaville Watersound – West Bay Parkway Segment 4, Heidt Design
- Latitude Margaritaville Watersound – Area 1 Phase 5C, Heidt Design
- Latitude Margaritaville Watersound – Area 1 Phase 6A, Heidt Design

AVAILABILITY AND WORKLOAD

It is understood that local governments, including the City of Destin, have particular fiscal constraints. Anchor, Inc. is dedicated to ensuring that the needs and interests of City of Destin are met by adhering to these constraints. Detailed scheduling is a critical element required for both the City and Anchor to deliver a successful project. Anchor is experienced in setting schedules for ourselves during the design phase of the project. Additionally, Anchor is experienced in providing schedule oversight during the design phase of a project. Anchor is ready to commit our time to City of Destin for this important project. Anchor can and will be easily ready for the City at the time of design commencement. We are committed 100% to the City and will provide all necessary manpower to ensure that the project is successful.

Workload and Availability



Anchor's office is located in Panama City, Florida and is approximately 55 miles from the project site.

However, Bryan Osborn, who will the City's contact for this project as well as the Inspection Supervisor, resides in Walton County, less than 20 minutes from the project site. Mr. Bryan Osborn, will be available to meet with the City whenever needed.

Our office and project manager proximity allows us to be highly responsive and readily available to address any pressing needs or emergencies that may arise. This advantage, coupled with our unwavering dedication to excellence, ensures that the City of Destin will receive the highest level of service and support. We take pride in being not only a reliable partner but also a neighbor who understands the local landscape and its unique demands. We understand the importance of improving the City’s infrastructure and protecting its natural scenery and resources.

PROJECT APPROACH

Project Understanding

Anchor has worked on previous LAP, SCOP, and SCRAP projects which were funded by the Florida Department of Transportation (FDOT) and Federal Highway Administration. We understand the importance of these projects and that deadlines need to be met.

Anchor's understands that City of Destin is seeking Construction Administration and Inspection services for the construction of a approximately 0.4 miles, 2-lane roadway that will connect Azalea Drive to Legion Drive which will include a roundabout at the intersection the new connector road, Legion Drive and Beach Drive 250, and the new connector roadway will cross over Benning Drive and Beach Drive 250. In addition, construction activities will include underground stormwater retention chambers, stormwater structures and pipes, stormwater swales and ponds, sidewalks, signing and pavement markings, street lighting, and landscaping. Phase One of this project will commence first and will include the underground stormwater retention system and connections. Phase Two will include the remainder of the project and will likely be let in the Fall of 2025. It is Anchor's understanding that this contract includes the construction administration and inspection services for both phases with two separate task orders issued for the phases.

Anchor has reviewed the scope of services provided in the RFQ submittal and acknowledges that Anchor can and will provide all services to the City for this project as outlined.

As shown in ***Tab 2 of RFQ Submitta***l, Anchor has obtained our FDOT Prequalification Letter which states we are prequalified to perform Construction Engineering Inspection (Group 10) and Roadway Construction Engineering Inspection (Group 10.1). From that project understanding, Anchor knows that experience based knowledge is one of the most important skill sets needed for this project.

Our experience on similar projects provides the basis for providing practical solutions to any construction management issue that may arise. It is our unparalleled and local experience, in not only inspection of similar projects, but also in contract administration, design, and materials sampling for a roadway improvement projects that allow us to complete projects on time and within budget. This experience based knowledge, along with our exceptional communication skills, will allow our firm to determine the quality of work and progress, identify discrepancies, and communicate directive actions efficiently to ensure timely completion.

EEO Capabilities

Anchor Consulting Engineers and Inspection, Inc. (Anchor) has worked for many local governments where projects were funded by the Florida Department of Transportation and the Federal Highway Administration. Anchor is versed with the required federal and state requirements for the Equal Employment Opportunity (EEO) reporting that is completed during the duration of the project to ensure that construction projects are fair and unbiased to the employees that are employed during those construction activities. All Prime Contractors and their subcontractors on all construction projects are subject to the EEO/Affirmative Action (AA) requirements specific to the project. If requested by the City, Anchor’s Resident Compliance Specialist ensures EEO/AA compliance with Contractors by completing the following during the duration of construction activities:

Technical Assistance

Anchor's Resident Compliance Specialist will provide technical assistance to the City, if required, as follows:

1. Ensure contractors are entering Disadvantaged Business Entity (DBE) commitments and payments through Equal Opportunity Compliance (EOC) system.
2. Review and check the Contractor's payrolls for conformance to state wages as defined in the contract.
3. Notify Contractor when payrolls are late and request immediate submission.
4. Submit/reject DBE commitments and payments through EOC.
5. Monitor the progress of the contract and DBE participation.
6. Maintain the official compliance records for the project.
7. Conduct employee interviews as required for the program.
8. Determine if DBEs are performing Commercially Useful Functions (CUFs). Submit CUF reports.
9. Notify Contractor of any discrepancies or violations and assist in the resolution of these events.
10. Maintain all documents, conduct interviews, and monitor the contractor's compliance.
11. Notify the DCCO of specific concerns or issues through Non-Compliance Notifications.

Project Coordination

Anchor's Inspection Team puts high emphasis on providing a construction product that will meet the standards of the City of Destin, FDOT, the Federal Highway Administration, AASHTO and the citizens of City of Destin. During construction, Anchor will require the following high level list of services from the Construction Team:

- Utility coordination and verification
- Accurate project lay out
- Quality and timely testing

Construction and On-Site Inspection

Anchor will provide an on-site Construction Engineering Inspector who is qualified in the applicable FDOT Certification Workshops related to the project for the duration of the project. The on-site Construction Inspector will review construction activities—including all roadway, structures, and specialty items—for conformance with the Specifications and Contract Drawings. Daily erosion control items and their effectiveness in the field will be inspected with conformance of the Specifications and Contract Drawings. In addition, traffic control compliance and health and safety concerns will be addressed. Anchor has extensive experience overseeing construction projects for cities and counties throughout northwest Florida.

State and Federal Reporting

Anchor will ensure that all state and federal reporting required for this project is prepared and submitted in a timely manner. Anchor has vast experience with FDOT/FHWA reporting requirements. This will include all DBE and LAPIT reporting.

Material Testing and Acceptance

Anchor's Construction Inspector will oversee the material samples collected by the Contractor as detailed in the Specifications, Plans, and/or Contract Documents for testing. These samples will be tested for their strength and durability per FDOT standards. In addition, Anchor's Construction Inspector will collect core temperatures of trucks to ensure the temperature is within tolerance. Those not within temperature tolerance will be rejected. This is especially important during the colder and hotter months of the year.

Anchor will confirm if the work items are completed according to the specifications and plans, either by the testing results received from the sample or certification verification, certified mill analysis, DOT label, DOT stamp, etc.

Progress Payments

Anchor will review all pay applications submitted by the Contractor to ensure accurate quantities have been included, and pay applications reflect the previous month's totals. The pay applications will be reviewed against the Contractor's Bid Form to ensure costs or materials are accurate.

The Construction Inspector will provide inspection reports which include recorded quantity observations and measurements for payment purposes. This information will be reviewed against the pay application to ensure accuracy. Anchor will verify asphalt truck ticket quantities against the quantity provided by the Contractor.

Grant Close-Out Activities

Anchor has worked on many FDOT grant funded projects and understands the importance of grant close-out and what is needed in order to successfully close out an FDOT grant project to ensure the City has abided by all grant regulations and receives all grant-related payments.

FDOT Procedure No. 375-030-006

Anchor certifies that it is in compliance with FDOT Procedure No. 375-030-006 (Restriction on Consultants Eligibility to Compete for Department Contracts) and that no principle is presently suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation on this transaction by any government department or agency.

County Road 69A Roadway Improvements Phases I, II and III (LAP Project) Calhoun County, Florida

Team Members:

Elizabeth Moore, P.E., Senior Project Manager
Brittany Trumbull, P.E., Senior Project Manager
Christine Jackson - Previous EEO Specialist
Jacob Brock - Current EEO Specialist
Mandy O'Regan - Construction Administration
Jeremy Leb - CEI Inspector

Client Contact:

Hunter Flowers
Calhoun County
850.674.3966

Type:

CA/CEI of all Phases

Construction Cost:

Approximately a combined $2.6 Million for all phases

Project Description:

This project, funded by the ***FDOT LAP*** program, included approximately 3 miles of roadway widening and resurfacing along County Road 69A, from State Road 36 to County Road 194 (Macedonia Road), in Blountstown, Florida. The project included paving, paved shoulders, driveway improvements, drainage improvements including culvert extensions and concrete headwall, minor earthwork, signing and striping.



East Ivan Road Resurfacing and Reconstruction (SCRAP), Wakulla County (Completed 2021) (FPID #440659-1-54-01)

Team Members:

Elizabeth Moore, P.E., Senior Project Manager
Brittany Trumbull, P.E., Senior Project Manager
Daryl Ball, CEI Inspector
Mandy O'Regan, Construction Administration

Client Contact:

Mike King
Director of Roads and Bridges
Wakulla County
850.926.7616 | mking@mywakulla.com

Construction Cost:

Approximately $850,000

Duration:

150 days

Project Description:

These two projects, funded by the ***FDOT SCRAP*** program, included approximately 2.25 miles in length of roadway resurfacing along East Ivan Road in Wakulla County, Florida. Additional construction included drainage improvements, the replacement of signage/striping, roundabout construction, as well as improvements to the intersection of Crawfordville Hwy and Wakulla Arran Road.



CEI Roadway and Other CEI Projects

Anchor has performed or is currently performing CEI services for the following projects for local governments within the Florida Panhandle:

- Bay County - WTP Train 1 Rehabilitation CEI Services
- Bay County - WTP Train 2 Rehabilitation CEI Services
- Heidt - Latitude at Margaritaville, Phase I to IV
- Heidt - West Bay Parkway Segments 1 to 5
- Jefferson County - Freeman Road Resurfacing
- Jefferson County - Beth Page Road
- Jefferson County - St. Augustine Road
- City of Quincy - Stewart Street Phase 1 SCOP Project
- City of Quincy - Stewart Street Phase 2 SCOP Project
- City of Panama City/Eastern Shipbuilding Group - Aluminum Fabrication Building
- City of Panama City Beach - PCB Parkway Reuse Transmission Extension
- City of Parker - Various Water, Sewer, Roadway, and Stormwater Projects
- City of St. Marks - Fire Escape Road SCOP
- St. Joe Company - SR. 79 Turn Lane CEI Services
- Wakulla County - CR 365 (Shadeville Road)
- Wakulla County - MLK Resurfacing
- Wakulla County - Ivan Church Road
- Wakulla County - Harvey Mill Road
- Wakulla County - Old Woodville Road - Phase II
- Wakulla County - Aaron Strickland Road
- Wakulla County - Smith Creek Road
- Wakulla County - East Ivan Road
- Wakulla County - CR 372 - Surf Road
- Wakulla County - Old Woodville Road - Phase 1
- Wakulla County - MLK Jr. Memorial Road
- Wakulla County - Aaran Road
- Wakulla County - Smith Creek Road over Mill Creek Bridge

Anchor has accumulated the following list of public agency clients that may be contacted for references.

- PCB Convention and Visitors Bureau, Mr. Dan Rowe, CVB President, (850) 233-5070
- City of Panama City, Florida, Mr. Jonathan Hayes, Public Works Director, (850) 872-3011
- Bay County, Florida, Mr. Bob Majka, County Manager, (850) 248-8140
- City of Panama City Beach, Florida, Mr. Al Shortt, Former Utilities Director, (850) 233-5100
- Bay District Schools, Mr. Leon Walters, Facilities Director, (850) 767-4205
- Gulf Coast State College, Mr. John Mercer, Facilities Director, (850) 769-1551
- Mexico Beach CDA, Mrs. Kimberly Shoaf, CDC Director, (850) 648-8196
- City of Parker, Tony Summerlin, Public Works Director, (850) 960-6348
- City of Port St. Joe, Florida, Mr. John Grantland, Public Works Director, (850) 229-8247
- City of Quincy, Mr. Mo Cox, Assistant Director of Utilities, (850) 618-0040
- City of St. Marks, Zoe Mansfield, City Manager, (850) 925-6224
- Wakulla County, Florida, Mr. Mike King, (850) 926-7616

TAB 6-A
RESPONDENT ACKNOWLEDGEMENT

RESPONDENT **ACKNOWLEDGEMENT**

Submit RFQ's To: City of Destin
CITY CLERK'S OFFICE
4200 Indian Bayou Trail
Destin, Florida 32541
Telephone: (850) 837-4242

RFQ Title: CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR THE CROSSTOWN CONNECTOR PROJECT

RFQ Number: 25-06-CD

RFQ Received By: **June 9, 2025, NO LATER THAN 1:00 P.M. (CT)**

RFQ's will be publicly opened and recorded for acknowledgement of receipt in the City Hall Boardroom, unless specified otherwise, on: **June 9, 2025, no later than 1:00 P.M. (CT)** and may not be withdrawn within ninety (90) days after such date and time**.**

Name of Vendor: Anchor Consulting Engineering and Inspection, Inc.

Federal I.D. Number: 35-2540829

A Corporation of the State of: Florida

Area Code: 850 Telephone Number: 215.1285

Area Code: 850 Fax Number: 215.1286

Mailing Address: 450 Magnolia Avenue

City/State/Zip: Panama City, Florida

Vendor Mailing Date: 06/09/2025

Authorized Signature

Elizabeth S. Moore, P.E.

Name Typed

THIS PAGE MUST BE SUBMITTED FOR RESPONSE TO
BE CONSIDERED COMPLETE AND ACCEPTABLE

TAB 6-B
ADDENDA ACKNOWLEDGEMENT

A D D E N D A

CITY OF DESTIN
FLORIDA

RFQ TITLE: **RFQ No. 25-06-CD, CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR THE CROSSTOWN CONNECTOR PROJECT**

RESPONDENT: Anchor Consulting Engineering and Inspection, Inc.

DATE SUBMITTED: June 9, 2025

We propose and agree, if this submittal is accepted, to contract with the City of Destin, in the Contract Form, to furnish all material, equipment, machinery, tools, apparatus, means of transportation, construction, coordination, labor and services necessary to complete/provide the work specified by the Contract documents.

Having studied the documents prepared by:

CITY OF DESTIN

We propose to perform the work of this Project according to the Contract documents and the following addenda which we have received:

ADDENDUM NO.	DATE	ADDENDUM No.	DATE
1	05/27/2025		

☐ **NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS BID**

THIS PAGE MUST BE SUBMITTED FOR RESPONSE TO
BE CONSIDERED COMPLETE AND ACCEPTABLE

ADDENDUM NO. 1

CITY OF DESTIN, FLORIDA
REQUEST FOR BIDS RFQ NO. 25-06-CD
CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR THE CROSSTOWN CONNECTOR PROJECT

MAY 27, 2025

To All Potential Proposers:

This addendum modifies the previously issued RFQ and is hereby made a part of the proposal documents. Per the RFQ, proposer shall acknowledge receipt of any and all addenda; and shall include this acknowledgement receipt in their submittal. Failure to do so may subject the proposer to disqualification.

The following items shall become a part of the proposal for the above-referenced project.

The City received the following questions from a potential bidder with respect to the City's RFQ NO. 25-06-CD. As per the City's standard practice, the City is furnishing the responses below to these questions.

Question: We have reviewed the Plan Set provided with RFQ No. 25-06-CD for the Crosstown Connector project. However, we would like to request a copy of any general provisions, special provisions, and applicable technical special provisions associated with this project.

Response: Everything that will be published has already been published for the project. There is no other information to provide.

Question: Please clarify that we are to include one (1) printed copy and one (1) .pdf copy saved on a USB drive.

Response: This is correct.

Question: Does the one printed copy need original "ink" signatures, or will digital signatures be accepted?

Response: Digital signatures are acceptable.

Question: Included in Appendix "A," the Respondent Acknowledgement form (page 24) has a field for the "Vendor Mailing Date." The date to be entered is the date we plan to send the sealed package of qualifications; for example, June 6, 2025.

Response: This is fine.

The bid opening date for 25-06-CD remains June 9, 2025 at 2:00 P.M. (CST)

END OF ADDENDUM NO. 1

A copy of Addendum No. 1 signed and acknowledged shall precede the mandatory information required in the subject RFQ.

Receipt of Addendum No. 1 is hereby acknowledged:

Elizabeth S. Moore, P.E.
Print Name


Signature

June 9, 2025
Date

TAB 6-C
PUBLIC ENTITY CRIMES STATEMENT

CITY OF DESTIN, FLORIDA

REQUEST FOR QUALIFICATIONS (RFQ) NO. 25-06-CD
"CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR THE CROSSTOWN CONNECTOR PROJECT
FOR THE CITY OF DESTIN"

SWORN STATEMENT UNDER SECTION 287.133 (3) (A)
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract Construction Engineering and Inspection Services for the Crosstown Connector Project

2. This sworn statement is submitted by
Anchor Consulting Engineering and Inspection, Inc.

whose business address is 450 Magnolia Avenue, Panama City, Florida 32401
and (if applicable) Federal Employer Identification Number (FEIN) is
35-2540829 (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

3. My name is Elizabeth S. Moore, P.E. and my relationship to the entity named above is President

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g). Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(1)(b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime; or

2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in

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the management of an affiliate. The ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active n management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

__x__ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. (please attach a copy of the final order)

____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted vendor list. (please attach a copy of the final order)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by, or pending with, the Department of General Services.)

_____ 06/09/2025
(Signature) Date:

STATE OF FLORIDA
COUNTY OF BAY

RTN

The foregoing instrument was acknowledged before me by means of physical presence __ or online notarization __, this 9th day of June, 2025,

By: Elizabeth Moore
(Print name)

RTN
Personally known ✓ OR Produced Identification _____

Rodney Newman
Notary Signature Rodney Newman

Seal:

Notary Public State of Florida
Rodney T. Newman
My Commission HH 526867
Expires 5/19/2028

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TAB 6-D
DRUG-FREE WORKPLACE

CITY OF DESTIN, FLORIDA

REQUEST FOR QUALIFICATIONS (RFQ) NO. 25-06-CD
"CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR THE CROSSTOWN CONNECTOR PROJECT
FOR THE CITY OF DESTIN"

DRUG-FREE WORKPLACE CERTIFICATION

The below signed Bidder certifies that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection 1.

4. In the statement specified in subsection 1., notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation occurring in the workplace no later than five (5) working days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I certify that this firm complies fully with the above drug-free workplace requirements.

COMPANY: Anchor Consulting Engineering and Inspection, Inc.

ADDRESS: 450 Magnolia Avenue

CITY: Panama City STATE: FL ZIP CODE: 32401

TELEPHONE NUMBER: 850.215.1285

SIGNATURE: _____ DATE: June 9, 2025

NAME (TYPED OR PRINTED): Elizabeth S. Moore, P.E.

TITLE: President

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BE CONSIDERED COMPLETE AND ACCEPTABLE

TAB 6-E
CONFLICT OF INTEREST DISCLOSURE FORM

CITY OF DESTIN, FLORIDA
REQUEST FOR QUALIFICATIONS (RFQ) NO. 25-06-CD
"CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR THE CROSSTOWN CONNECTOR PROJECT
FOR THE CITY OF DESTIN"

CONFLICT OF INTEREST DISCLOSURE FORM

Does any City employee acting as a purchasing agent, or City public officer acting in official or private capacity or his/her spouse, or child own more that 5% of the bidder/proposer's interest?

YES_____ NO No

Does any City employee acting as a purchasing agent, or City public officer acting in official or private capacity hold any employment or contract with the bidder/proposer?

YES_____ NO No

If either question number 1 or 2 above has been answered YES, does the bidder/proposer assert any exemptions related to prohibited employment & business relationships?

YES_____ NO No

If YES, please describe:

FIRM NAME: Anchor Consulting Engineering and Inspection, Inc.

BY (PRINTED): Elizabeth S. Moore, P.E.

BY (SIGNATURE): 

TITLE: President

ADDRESS 450 Magnolia Avenue

Panama City, Florida 32401

PHONE NO. 850.215.1285

E-MAIL emoore@anchorcei.com

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BE CONSIDERED COMPLETE AND ACCEPTABLE

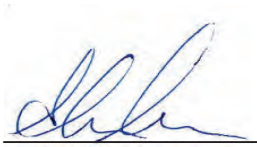
TAB 6-F
LIABILITY AND INDEMNIFICATION FORM

CITY OF DESTIN, FLORIDA

REQUEST FOR QUALIFICATIONS (RFQ) NO. 25-06-CD
"CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR THE CROSSTOWN CONNECTOR PROJECT
FOR THE CITY OF DESTIN"

LIABILITY & INDEMNIFICATION FORM

To the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless CITY, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of this Agreement.

Anchor Consulting Engineering and Inspection, Inc.	
CONSULTANT's Company Name	Authorized Signature – Manual
450 Magnolia Avenue, Panama City, Florida 32401	Elizabeth S. Moore, P.E.
Physical Address	Authorized Signature – Typed
450 Magnolia Avenue, Panama City, Florida 32401	President
Mailing Address	Title
850.215.1285	850.215.1286
Phone Number	FAX Number
850.814.6629	850.814.6629
Cellular Number	After-Hours Number(s)
emoore@anchorcei.com	06/09/2025
Email address	DATE

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TAB 6-G
CERTIFICATION OF INDEPENDENCE AND NO CONFLICT OF INTEREST FORM

CITY OF DESTIN, FLORIDA

REQUEST FOR QUALIFICATION (RFQ) NO. 25-06-CD
"CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR THE CROSSTOWN CONNECTOR PROJECT
FOR THE CITY OF DESTIN"

CERTIFICATION OF INDEPENDENCE AND NO CONFLICT OF INTEREST

By submitting a proposal in response to the REQUEST FOR QUALIFICATIONS for RFQ No. 25-06-CD. – CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR THE CROSSTOWN CONNECTOR PROJECT FOR THE CITY OF DESTIN, the undersigned certifies the following:

1. The proposal has been developed independently, without consultation, communication or agreement with any employee or consultant to the City who has worked on the development of this RFQ, or with any person serving as a member of the evaluation committee.

2. The proposal has been developed independently, without consultation, communication or agreement with any other firm or parties for the purpose of restricting competition.

3. Unless otherwise required by law, the information found in the proposal has not been knowingly disclosed and will not be knowingly disclosed prior to the award of the contract, directly or indirectly, to any other firm.

4. No attempt has been made or will be made by (Name of Firm) to induce any other firm to submit or not to submit a proposal for the purpose of restricting competition.

5. No relationship exists or will exist during the contract period between (Name of Firm) and the City that interferes with fair competition or is a conflict of interest.

Sincerely,



Elizabeth S. Moore, P.E. President

Name Title

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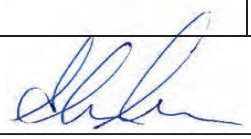
TAB 6-H
SCHEDULE OF SUBCONSULTANT(S) NOT REQUIRED

ANCHOR DOES NOT PLAN ON USING SUBCONSULANTS FOR THE CEI PROJECT.

CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR THE CROSSTOWN CONNECTOR PROJECT SCHEDULE OF SUB-CONSULTANTS

The Undersigned Consultant proposes the following major sub-consultant(s) for the major areas of work for the Project. The Bidder is further notified that all sub-consultants shall be properly licensed, bondable and shall be required to furnish the City with a Certificate of Insurance in accordance with the contract general conditions. This page may be reproduced for listing additional sub- consultant(s), if required.

Name of Sub- Consultant	Address of Sub-Consultant	License No.:	Task	
N/A				

Signature  Date: 06/09/2025

Title/Company President of Anchor Consulting Engineering and Inspection, Inc.

The City reserves the right to reject any sub- consultant(s) who has previously failed in the proper performance of an award, or failed to deliver on time contracts in a similar nature, or who is not responsible(financial capability, lack of resources, etc.) to perform under this award. The City reserves the right to inspect all facilities of any sub- consultant(s) in order to make a determination as to the foregoing.

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TAB 6-I
ANTI-HUMAN TRAFFICKING AFFIDAVIT

ANTI-HUMAN TRAFFICKING AFFIDAVIT

DIRECTIONS: *All nongovernmental entities that are or potentially will be contracting, renewing or extending contracts with the City of Destin must have an officer or representative fully execute this affidavit. Note, this is a mandatory requirement of s 787.06(13), Florida Statutes effective July 1, 2024.*

I Elizabeth S. Moore, P.E. (insert name) as President (insert title) on behalf of Anchor Consulting Engineering and Inspection, Inc. (insert entity name) under penalty of perjury hereby attest as follows:

1. I am over 21 years of age and have personal knowledge of the matters set forth in this affidavit.
2. Anchor Consulting Engineering and Inspection, Inc. (insert entity name) does not use coercion for labor or services as defined in s. 787.06(2)(a), Florida Statutes.
3. More particularly, Anchor Consulting Engineering and Inspection, Inc. (insert entity name) does not participate in any of the following actions:
   a. Using or threatening to use physical force against any person;
   b. Restraining, isolating or confining or threatening to restrain, isolate or confine any person without lawful authority and against her or his will;
   c. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of the labor or services are not respectively limited and defined;
   d. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
   e. Causing or threatening to cause financial harm to any person;
   f. Enticing or luring any person by fraud or deceit; or
   g. Providing a controlled substance as outlined in Schedule I or Schedule II of s. 893.03, Florida Statutes to any person for the purpose of exploitation of that person.

FURTHER AFFIANT SAYETH NAUGHT.

Printed Name: Elizabeth S. Moore, P.E.
Title: President
Nongovernmental entity: Anchor Consulting Engineering and Inspection, Inc.
Date: June 9, 2025

STATE OF FLORIDA
COUNTY OF BAY

SWORN TO AND SUBSCRIBED before me ✓ in RTN person or ____ remote notarization by _____ as Elizabeth Moore on behalf of Anchor Consulting Engineering & Inspection who is personally known to me or who produced _____ as identification this 9th day of June, 2025.

Rodney Newman
Notary Public
Rodney Newman

(Notary Seal)

Notary Public State of Florida
Rodney T. Newman
My Commission HH 528867
Expires 5/19/2028

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TAB 6-J
PROFESSIONAL LIABILITY INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/25/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Acentria Insurance - Panama City
306 E 19th St
Panama City FL 32405

License#: L100460

CONTACT NAME:
PHONE (A/C, No, Ext): 850-769-5215 **FAX (A/C, No):** 850-257-2991
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Southern-Owners Insurance Company	10190
INSURER B : Associated Industries Insurance Company, Inc.	23140
INSURER C : Auto-Owners Insurance Company	18988
INSURER D : Travelers Casualty and Surety Company of America	31194
INSURER E :	
INSURER F :	

INSURED ANCHCON-02
Anchor Consulting Engineering and Inspections Inc
450 Magnolia Ave
Panama City FL 32401

COVERAGES **CERTIFICATE NUMBER:** 1065299006 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE | X | OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY | X | PRO-JECT | | LOC OTHER:	Y	Y	78558763	01/24/2024	01/24/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 2,000,000 $ 300,000 $ 10,000 $ 2,000,000 $ 3,000,000 $ 3,000,000 $
C	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY | SCHEDULED AUTOS HIRED AUTOS ONLY | NON-OWNED AUTOS ONLY	Y	Y	5055876300	01/24/2026	01/24/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
	UMBRELLA LIAB | OCCUR **EXCESS LIAB** | CLAIMS-MADE DED | RETENTION $						EACH OCCURRENCE AGGREGATE 	$ $ $
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? | | **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	AWC1192512	01/24/2026	01/24/2026	X PER STATUTE | | OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	Professional Liability			107546723	01/24/2024	01/24/2026	Per Claim Aggregate	1,000,000 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The certificate holder is additional insured. Primary and non-contributory applies in favor of the certificate holder.
Construction Engineering and Inspection Services for the
Crosstown Connector Project
(**FINAL COI WILL BE OBTAINED UPON CONTRACT WITH CITY**)

CERTIFICATE HOLDER

City Clerk's Office
City of Destin
4200 Indian Bayou Trail
Destin, Florida 32541

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

DRAFT

State of Florida
Department of State

I certify from the records of this office that ANCHOR CONSULTING ENGINEERING AND INSPECTION, INC. is a corporation organized under the laws of the State of Florida, filed on August 31, 2015, effective August 28, 2015.

The document number of this corporation is P15000073098.

I further certify that said corporation has paid all fees due this office through December 31, 2025, that its most recent annual report/uniform business report was filed on January 21, 2025, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twenty-first day of January, 2025

GREAT SEAL OF THE STATE OF FLORIDA
IN GOD WE TRUST

Secretary of State

Tracking Number: 7948723484CC

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

State of Florida

Board of Professional Engineers

Anchor Consulting Engineering and Inspection Inc.

Has satisfied the requirements of Section 471.023, Florida Statutes. In recognition thereof, the Board of Professional Engineers hereby authorizes this firm to offer engineering services in the State of Florida in accordance with Chapter 471, Florida Statutes, and the rules of the Board.

Witness the Seal of the Board and the Signature of the Board's duly authorized Chair this 3 day of November, 2015.

CA LIC No: 31422

Chair

FBPE
FLORIDA BOARD OF PROFESSIONAL ENGINEERS



Florida dbpr

DBPR ONLINE SERVICES

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Licensee Details

Licensee Information

Name:	ANCHOR CONSULTING ENGINEERING AND INSPECTION, INC. (Primary Name)
Main Address:	450 MAGNOLIA AVENUE PANAMA CITY Florida 32401
County:	BAY
License Mailing:	
LicenseLocation:	

License Information

License Type:	Registry
Rank:	Registry
License Number:	31422
Status:	Current
Licensure Date:	11/03/2015
Expires:	

Anchor CEI

Elizabeth Moore, P.E.
President

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

FBPE
FLORIDA BOARD OF PROFESSIONAL ENGINEERS

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

MOORE, ELIZABETH SYFRETT

450 MAGNOLIA AVE
PANAMA CITY FL 32401

LICENSE NUMBER: PE57607

EXPIRATION DATE: FEBRUARY 28, 2027

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

TAB 6-K
SUPPLEMENTAL INFORMATION

Elizabeth Moore, P.E.
President
Senior Project Manager
Senior CEI Engineer

Anchor CEI

FDOT

CERTIFICATE OF QUALIFICATION

Elizabeth Moore

Has met the requirements for the Florida Department of Transportation qualification on:

Asphalt Paving Level 1

10/25/2024	10/25/2029	3034796
Valid from	Expires	Certificate No.

Provider: A Plus Training by Ron Henley

This certificate's validity can be verified at: www.ctqpflorida.com

CTQP Construction Training Qualification Program

FDOT

CERTIFICATE OF QUALIFICATION

Elizabeth Moore

Has met the requirements for the Florida Department of Transportation qualification on:

Asphalt Paving Level 2

10/26/2024	10/26/2029	3034956
Valid from	Expires	Certificate No.

Provider: A Plus Training by Ron Henley

This certificate's validity can be verified at: www.ctqpflorida.com

CTQP Construction Training Qualification Program

FDOT

CERTIFICATE OF QUALIFICATION

Elizabeth Moore

Has met the requirements for the Florida Department of Transportation qualification on:

Earthwork Construction Inspection - Level 1

10/22/2022	10/22/2027	3016108
Valid from	Expires	Certificate No.

Provider: A Plus Training by Ron Hen

This certificate's validity can b

FDOT

CERTIFICATE OF QUALIFICATION

Elizabeth Moore

Has met the requirements for the Florida Department of Transportation qualification on:

Earthwork Construction Inspection - Level 2

10/22/2022	10/22/2027	3016023
Valid from	Expires	Certificate No.

n Henley

ty can be verified at: www.ctqpflorida.com

CTQP Construction Training Qualification Program

FDOT

CERTIFICATE OF QUALIFICATION

Elizabeth Moore

Has met the requirements for the Florida Department of Transportation qualification on:

QC Manager

10/26/2024	01/01/2099	3034958
Valid from	Expires	Certificate No.

Provider: A Plus Training by Ron Henley

This certificate's validity can be verified at: www.ctqpflorida.com

CTQP Construction Training Qualification Program

Bryan Osborn, P.E.
Senior Project Manager
CEI Inspection Supervisor

Anchor CEI

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

FBPE
FLORIDA BOARD OF PROFESSIONAL ENGINEERS

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

OSBORN, BRYAN DOYLE

41 MORNING SUN COURT
SANTA ROSA BEACH FL 32459

LICENSE NUMBER: PE79822

EXPIRATION DATE: FEBRUARY 28, 2027

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Jeremy Leb
Senior CEI Inspector



FDOT

CERTIFICATE OF QUALIFICATION

Jeremy Leb

Has met the requirements for the Florida Department of Transportation qualification on:

Asphalt Paving - Level 1

02/16/2023	02/16/2028	3018476
Valid from	Expires	Certificate No.

Provider: A Plus Training by Ron Henley

This certificate's validity can be verified at: www.ctqpflorida.com

CTQP



FDOT

CERTIFICATE OF QUALIFICATION

Jeremy Leb

Has met the requirements for the Florida Department of Transportation qualification on:

Asphalt Paving - Level 2

02/18/2023	02/18/2028	3018502
Valid from	Expires	Certificate No.

Provider: A Plus Training by Ron Henley

This certificate's validity can be verified at: www.ctqpflorida.com

CTQP



FDOT

CERTIFICATE OF QUALIFICATION

Jeremy Leb

Has met the requirements for the Florida Department of Transportation qualification on:

Earthwork Construction Inspection - Level 1

10/22/2022	10/22/2027	3016109
Valid from	Expires	Certificate No.

Provider: A Plus Training by Ron Henley

This certificate's validity can be verified at: www.ctqpflorida.com

CTQP



FDOT

CERTIFICATE OF QUALIFICATION

Jeremy Leb

Has met the requirements for the Florida Department of Transportation qualification on:

Earthwork Construction Inspection - Level 2

10/22/2022	10/22/2027	3016026
Valid from	Expires	Certificate No.

Provider: A Plus Training by Ron Henley

This certificate's validity can be verified at: www.ctqpflorida.com

CTQP



A Plus Training by Ron Henley, LLC

Certificate of Qualification No. L100–23

This is to certify Jeremy Leb *has successfully completed a radiation Safety training in*

Safe Handling of

Nuclear Surface Moisture-Density Gauges

TRAINING BY RON HENLEY

This certificate is valid for use in the State of Florida

Granted: February 16, 2023

A Plus Training by Ron Henley, LLC



CERTIFICATE OF COMPLETION

JEREMY LEB

Has Completed a FDOT Approved Temporary Traffic Control (TTC) Advanced Course

Training Provider:

A Plus Training by Ron Henley, LLC
9001 SW 124 Street
Archer FL 32618
Phone: 352-339-6553

Verify this Certificate by visiting www.mctadmin.com

10/24/2022 | 10/21/2026 | R.H. | 402564

FDOT

Original

CITY OF DESTIN
BOARD OF COUNTY COMMISSIONERS

CEI Services for the Crosstown Connector Project



Response to: RFQ # 25-06-CD



June 9, 2025





ELIZABETH GRAHAM, PE

700 S Palafox Street Suite 160
Pensacola, FL 32502

EGraham@drmp.com

850.469.9077

DRMP
www.DRMP.com

TABLE OF CONTENTS

TAB 1	Letter of Interest	3
TAB 2	Firm's Proposals	5
TAB 3	Staff Qualification	9
TAB 4	Project Approach	16
TAB 5	References - Past Performance	23
TAB 6	Submittal of General Information and Procurement Forms and Documents	25

TAB 1

Letter of Interest

DRMP

DRMP
700 S Palafox Street Suite 160 Pensacola, FL 32502
Phone: 850.469.9077 | **Fax: 850.469.9073**
Primary Contact: Elizabeth Graham, PE | **Email: EGraham@DRMP.com**
1.833.811.3767 | www.DRMP.com

June 9, 2025

Attn: Larry Jones, City Manager
City Clerk's Office
4200 Indian Bayou Trail
Destin, FL 32541

Subject: CEI Services for the Crosstown Connector Project RFQ No. 25-06-CD

Dear Selection Committee:

DRMP, Inc. (DRMP) is prequalified by the Florida Department of Transportation (FDOT) to perform work items as required by this request for letter of interest, as well as a successful track record of providing CEI Services for FDOT and local municipalities. We have provided similar CEI services for both City and County Public Works Departments and FDOT, including our recent LAP project with Walton County to build a newly constructed connector road, CR 280B as well as the City of Destin Hutchinson Street Pedestrian Improvements constructed in 2016.

UNDERSTANDING THE PROJECT

DRMP will provide CEI services to verify construction of the Crosstown Connector Project to include the construction of a two-lane roadway for roughly 0.4 mile. The connection will include the construction of a roundabout, various connections to existing roadways, installation of stormwater drainage systems to include structures and pipes, new stormwater swales and ponds, sidewalks, a shared-use path, street lighting, and landscaping. The project is to be let in two phases for construction.

UNDERSTANDING OF THE SERVICES TO BE PROVIDED

DRMP's staff understands one of our primary roles will be to take charge, lead and manage this project to a successful completion. Our Senior Project Engineer, Elizabeth Graham, PE, will lead our staff and draw on the vast experience within our team to verify work is safely and efficiently completed. Serving as your eyes on the site, our experienced CEI staff can manage a project from the early planning stages through design and into construction administration in all areas of our expertise. The result is a project constructed safely, on time, within budget and quality controlled. We will work directly with City staff and provide project coordination to keep stakeholders informed of important construction activities and the project schedule.

COMMITMENT TO THE PROJECT

We attest that all of the information provided within this submittal package is current and factual, and that our staff will work on this important project together with the City's best interest at heart.

Thank you for your consideration of our firm,

Erica T. Jernigan

Erica T. Jernigan, PE
Vice President-in-Charge

Elizabeth Graham

Elizabeth Graham, PE
Project Manager



Erica T. Jernigan, PE
Vice President-in-Charge
15 Years of Experience



Elizabeth Graham, PE
Project Manager
11 Years of Experience

Founded in
1977

Offices
23

Engineering News Record's Top 500 Design Firms List
#183

Engineers, Surveyors, Planners, Scientists and Construction Inspectors

Local Staff
AVAILABLE

TAB 2

Firm's Proposals

DRMP

FIRM'S PROPOSALS



Founded in 1977, DRMP is a multi-discipline firm serving clients in the public, private and industrial sectors in the development of infrastructure for the community-at-large. DRMP's Northwest Florida offices have been offering CEI services since 2006. DRMP currently has over 100 full-time CEI professionals who are experienced and able to fulfill any CEI challenge set before them.

The DRMP CEI team understands the City's Scope of Services and the importance of accepting the responsibility and authority for a successful project delivery. We fully understand the City's desire for us to manage the project, while keeping the City Project Manager apprised of the status of the Contractor's work, utility coordination, and public concerns as we proactively look ahead to determine potential project roadblocks.

The team will be led by **Senior Project Engineer, Elizabeth Graham, P.E.** who brings over 10 years of extensive CEI experience working for FDOT and local municipalities. As a Senior Project Engineer with DRMP, she has managed a variety of significant projects, ranging from minor roadway resurfacing to major urban roadway reconstructions. Her notable projects include the $21.3 million CEI Group 23-H contract, involving milling, resurfacing, and ADA improvements on SR 30 and SR 393, and the $44 million full reconstruction and widening of SR 30 (US 98) in Miramar Beach from a 4-lane rural to a 6-lane urban typical section. Elizabeth's expertise in construction policies, her proven leadership in managing multimillion-dollar projects, and her strong background in roadway and bridge inspection make her an invaluable asset.

Project Administrator Kerry B. Singh brings 25 years of extensive experience in the construction industry, with a strong background in roadway and bridge construction. As a Project Administrator at DRMP, Kerry has managed a wide range of projects, including the $20 million SR 30A (US 98) construction project just completed earlier this year in Panama City Beach. His responsibilities encompass project administration, inspection oversight, schedule review, coordination with contractor field personnel and day-to-day oversight of our CEI team. Kerry has experience serving on ITS Deployment projects for District Three Construction. He is familiar with the material submittals and pay item based contracts. Kerry also served as the Project Administrator on the CR 280B Roadway and Bridge LAP project in Walton County, which constructed a new connecting roadway including a bridge in Defuniak Springs. Since Kerry resides locally, he has taken a strong interest in the community's stake in the project's progress. His proximity also allows him to respond quickly and effectively to any issues that may arise.

Contract Support Specialist (CSS), Whitney Arrington has a degree in Civil Engineering from the University of Alabama and has nearly 10 years of experience in both design and construction. She started her career working as a Transportation Design Engineer where she worked in CADD and has been working with the CEI team since 2021. She recently worked as an Inspector and Contract Support Specialist with Kerry and Elizabeth, helping finalize the US 98 Project in Bay County. Whitney can also cover construction operations on-site when needed.

Matthew Semento will serve as the Senior Inspector for this project. Matthew began his career at DRMP working for FDOT on the SR 30 (US 98) Widening project in Miramar Beach and FDOT ITS projects as an Inspector Aide. Since then, he has held progressively responsible positions and gained a wealth of experience serving as an Inspector on the US 98 Bay project and, most recently, on the Group 23-H projects in Fort Walton Beach. Matthew has local knowledge as he resides in the heart of Destin and would be able to report to the project within minutes if an issue arises.

Additional local inspection staff anticipated to be available and used as needed on this project include Nic Hubert, Jake Crenshaw, and Richard Watson.

DRMP Construction Services Team abides by our Standards of Excellence:

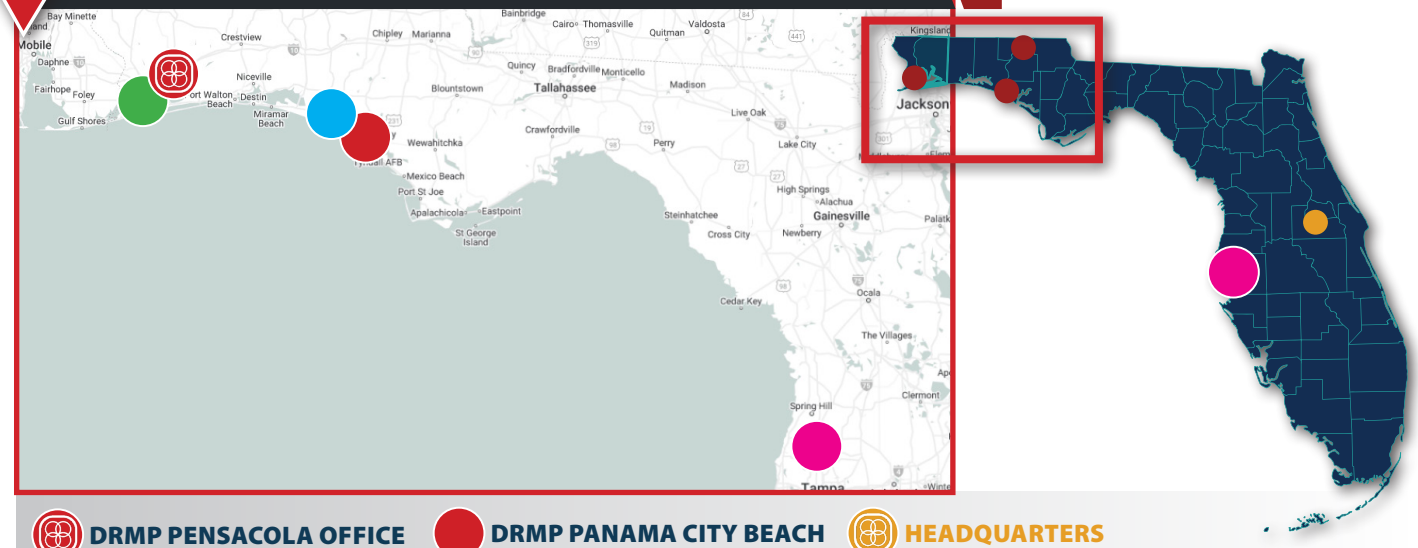
1. *Proactively anticipate the needs of our clients and provide consistent high-quality services to support those needs.*
2. *Conduct ourselves with integrity, professionalism and a positive attitude, while ensuring safety is a priority at all times.*
3. *Grow the technical and leadership abilities of the Team through training and mentorship.*
4. *Leverage technology and industry expertise in solving our clients' toughest challenges.*

Staff Availability: Our leadership team conducts a brief weekly operations meeting to review all active projects and assess staffing needs. This ensures we are aligning our resources with both the technical demands of each project and our clients' budgetary goals. For the City of Destin, Elizabeth and Kerry will oversee upcoming work efforts and confirm that staffing is appropriately assigned with the City's best interests in mind. Additional inspectors are available and will be deployed to the project as needed. All other team members will remain available as outlined in the attached staff hour chart. We understand there may be periods of concurrent day and night work, and—as demonstrated on recent projects—we have the capacity to manage those needs effectively.

We will manage our subconsultant's personnel as if they are our staff. Resident Compliance Specialists, Quest has worked closely with DRMP on multiple projects providing a Resident Compliance Specialist in District Three. Quest is currently helping the compliance support on our Group 23-H project in Okaloosa County and Group 24-M project in Escambia County.

Quest (DBE) will provide compliance support and **NOVA Engineering** will provide lab testing services. We anticipate 5% DBE utilization on this contract as we intend to self-perform the majority of the work. Project photography will be completed by Multivista per the Scope of Services.

DRMP PRIMARY OFFICE & SUPPORTING OFFICES



DRMP PENSACOLA OFFICE
700 S Palafox Street, Suite 160
Pensacola, FL 32502

DRMP PANAMA CITY BEACH OFFICE
700 S Palafox Street, Suite 160
Pensacola, FL 32502

HEADQUARTERS
941 Lake Baldwin Lane
Orlando, FL 32814

SUB CONSULTANTS

MULTIVISTA
8110 Cypress Plaza Dr STE 308,
Jacksonville, FL 32256

NOVA ENGINEERING
17612 Ashley Dr
Panama City Beach, FL 32413

QUEST
17220 Camelot Ct
Land O' Lakes, FL 34638



TAB 3

Staff Qualification

DRMP



CITY OF **DESTIN**

Vice President In-Charge
Erica T. Jernigan, PE

Client Service Manager/ Project Manager
Elizabeth Graham, PE (Key)

Quality Assurance/ Quality Control
Brian P. Crowl, PE

Project Professional
Kerry B. Singh (Key)

Contract Support Specialist
Whitney Arrington (Key)

Additional Services

Survey
DRMP

Senior Inspector
Matthew Semento (Key)

Materials Testing
Ryan Bunch 1

Inspector As-Needed
Matthew Matthews
Justin Linn
Nic Hubert

Public Information Officer
Kat Dunn 3
Roberta Simantel 3

Photography
Adam LaCoste 2
Aaron Harper 2

Inspector Aide
Richard Watson

Resident Compliance Specialist
Kimberly Parmer 3
Jerrie Faircloth 3

Key Staff

Subconsultants

1 NOVA
2 Multi Vista| **DBE**
3 QUEST | **DBE**



ELIZABETH GRAHAM, PE

Client Service Manager/Project Manager

11 Years of Experience | **3** Years at DRMP

Experience Summary

DRMP, Inc. (Apr 2022 – Present): Elizabeth Graham, PE, serves as a Senior Project Engineer for DRMP's Construction Services Market Sector. Ms. Graham has 11 years of experience in the Construction Engineering and Inspection (CEI) industry. Her experience includes working on various types of roadway and bridge construction projects with the Florida Department of Transportation (FDOT), the Florida Department of Environmental Protection (FDEP) and various other local municipalities. Her experience ranges from minor roadway resurfacing to major full reconstruction of urbanized roadways. She is well known for anticipating resource needs for many concurrent projects and contractor operations, all while providing personalized customer service.

TIN
G65023689

Professional Registrations
Professional Engineer
No. 86475, Florida, 2019

Education
Bachelor of Science in Civil Engineering, Florida State University – Panama City, 2014

CTQP
Asphalt Paving – Levels I & II
Final Estimates – Levels I & II
QC Manager

FDOT
Auger Cast Pile Inspector
Critical Structures Construction Issues Self Study
MSE Wall Inspector
TTC Maintenance of Traffic – Advanced

Other Certifications
FDEP Stormwater, Erosion, and Sedimentation Control Inspector
Nuclear Radiation Safety
OSHA 10-Hour Construction Safety
Radiation Safety Officer

Software Aptitude
Primavera P6

Relevant Project Experience

CR 197A (Woodbine Road) at SR 10 (US 90), Santa Rosa County, Florida (May 2024 – Ongoing): Senior Project Engineer for this $6 million project for improvements at CR 197A (Woodbine Road) and SR 10 (US 90) Intersection in Santa Rosa County, Florida. The project includes: extension of the merge lane on Woodbine Road from Highway 90, construction of a free-flow (no traffic signal) right turn from Woodbine Road onto Highway 90, dedicated dual left turn lanes from Woodbine Road onto Highway 90, and extending the merge lane on Highway 90 by an additional 600 feet. Other improvements include drainage and new sidewalks on both sides of Woodbine Road. [Reference: John Studstill, PE, P: 850.981.7100, E: johns@santarosafl.gov | Contract Amount: Construction – $6 million, CEI – $345,940]

Pensacola Bay Fishing Bridge Replacement Project, Escambia County, Florida: Senior Project Engineer for this contract for the repair of damages to the Pensacola Bay Fishing bridge caused by Hurricane Sally. The Pensacola Bay Fishing Bridge extends from Wayside Park into the Bay adjacent to the Pensacola Bay Bridge. Work activities will include: demolition of existing fishing bridge and construction of a new fishing bridge along the same alignment with span lengths adjusted to miss existing pile locations. [Reference: Dmitrii Trokhin, P: 850.503.0016, E: DStrokhin@myescambia.com | Contract Amount: Construction – TBD]

Perdido Key Multi-Use Path East, Escambia County, Florida (Jul 2023 – Jun 2024): Senior Project Engineer for this project that consisted of 23,000 LF of an 8-foot wide, multi-use path along the north side of Perdido Key Drive. The project also included the installation of a gravity wall, pedestrian and bicycle railing, benches, relocation of existing main boxes, landscaping, and thermoplastic striping. [Reference: John Rosenau, Project Manager, E: JMRosenau@myescambia.com, P: 850.595.0797 | Contract Amount: Construction – $4,277,499 | CEI: $450,000]



KERRY B. SINGH

Project Administrator

26 Years of Experience | **14** Years at DRMP

Experience Summary

DRMP, Inc. (Sept 2010 - Present): Kerry Singh serves as a Project Administrator for DRMP's Construction Services Market Sector on a variety of roadway projects for FDOT District Three, and for various counties and cities in Florida.

TIN
S520502771670

Education
Associate of Arts, Lake Sumter State College, Florida, 2016

CTQP
Concrete Field Inspector – Levels I & II
Drilled Shaft Inspection
Earthwork Construction Inspection – Levels I & II
Final Estimates – Levels I & II
QC Manager

FDOT
Construction Academy
Critical Structures Construction Issues Self Study
Engineering Technician Academy
TTC Maintenance of Traffic – Advanced

Other Certifications
ACI Concrete Field Testing Technician - Grade I
ACI Concrete Transportation Construction Inspector
DRMP HAZMAT
FDEP Stormwater, Erosion, and Sedimentation Control Inspector
Nuclear Gauge Safety
Roadway Worker Protection (SunRail)

Relevant Project Experience

CR 280B Roadway and Bridge Construction (441498-1-51-01), Board of County Commissioners, Walton County, Florida (Oct 2020- Jun 2022): Project Administrator on this $6,036,249 FDOT District Three LAP and Walton County new construction 2-lane roadway and bridge project. Project included the construction of a new 22 foot wide 2.17 mile asphalt roadway (CR 280B) (off-system) and 720 foot bridge (on-system) from US Highway 331 (SR 83) to County Road 280A. The project also included the addition of a right-turn lane at the intersection of Highway 331 and the new roadway (CR 280B), as well as the addition of a left turn lane and pavement widening along CR 280A at the intersection with the new CR 280B. New sidewalk was constructed at the intersection of Highway 331 and new CR 280B, as well as drainage improvements including ditches, culverts and storm sewer. Retaining walls were constructed to limit impacts to existing wetland areas. His duties included project management, plans review, claim review, change order preparation, pile driving logs review, monthly pay request quantities, final estimate, liaison with FDOT staff and supervision of inspection staff. [Reference: Anna Hudson, PE, P: 850.892.8108 | Contract Amount: Construction - $6,036,249 CEI - $360,500]

Lindenwood Drive Roadway Improvement, City of Panama City, Bay County, Florida (Mar 2022 - May 2023): Project Administrator on this project which consisted of reconstruction of the existing roadway, subgrade and base, clearing and grubbing, drainage infrastructure, curb and gutter, utility relocation, new water and sewer utilities for Lindenwood Drive (approximately 2250 LF). Replacement work includes all roadway, storm drain and utility infrastructure. Mr. Singh's duties included project management, plans review, claim review, change order preparation, monthly pay request quantities, final estimates, coordination with the City of Panama City personnel and supervision of inspection staff. [Reference: Suzanne Mandel, P: 850.628.1241| Contract Amount: Construction - $4,125,473, CEI - $81,000].



WHITNEY ARRINGTON

Contract Support Specialist

9 Years of Experience | **6** Years at DRMP

Experience Summary

DRMP, Inc. (Aug 2013 – Aug 2016, Apr 2021 – Present): Whitney Arrington currently serves as a Contract Support Specialist for DRMP's Construction Services Market Sector. She previously served as an Inspector Aide (May 2016 – August 2016) and a Transportation Design – Engineering Intern (August 2013 – August 2015). Her responsibilities as an Inspector Aide included: aiding in on-site inspections, calculating project site measurements, and reviewing plans and specifications for upcoming projects. Her responsibilities as a Transportation Design – Engineering Intern included: assisting with plan production and plan set revisions, preparing meeting notes and minutes, and organizing public coordination meetings. Ms. Arrington has nearly 10 years of engineering experience including maintenance of traffic, roadway, and drainage design.

TIN
8345523

Education
Bachelor of Science in Civil Engineering
University of Alabama, 2018

CTQP
Asphalt Paving – Levels I & II
Concrete Field Inspector – Level I
Earthwork Construction Inspection – Levels I & II
Final Estimates – Levels I & II

FDOT
Critical Structures Construction Issues Self Study
TTC Maintenance of Traffic – Advanced

Other Certifications
ACI Concrete Field Testing Technician – Grade I
DRMP HAZMAT
FDEP Stormwater, Erosion, and Sedimentation Control Inspector
Nuclear Gauge Safety
OSHA 30-Hour

Relevant Project Experience

Lindenwood Drive Roadway Improvement, City of Panama City, Bay County, Florida (Mar 2022 – May 2023): Inspector responsible for replacing all drainage structures, water lines, sewerlines, curb and gutter, and repaving Lindenwood Drive from Lisenby Avenue to Airport Road on this project which consisted of reconstruction of the existing roadway, subgrade, and base, clearing and grubbing, drainage infrastructure, curb and gutter, utility relocation, and new water and sewer utilities for Lindenwood Drive (approximately 2250 LF). [Reference: Suzanne Mandel, P: 850.628.1241| Contract Amount: Construction – $4,125,473, CEI – $81,000]

ESG East Avenue Drainage, City of Panama City, Bay County, Florida (Mar 2024 – Ongoing): Senior Inspector on this project that consists of a new drainage system to be located on portions of the Eastern Shipbuilding yard on East Avenue the City of Panama City, Florida. Construction activities include the installation of drainage inlets, manholes, roof drains, spillways, 18-inch to 48-inch diameter high-density polypropylene (HP) storm pipe, and other miscellaneous drainage and earthwork elements. [Reference: Tim McGuffin, P: 850.872.3015 | Contract Amount: Construction – $1,468,813, CEI – $78,060]

ESG FIN Stabilizer Dredge Project, ESG for City of Panama City, Bay County, Florida (Aug 2021 – Dec 2022): Inspector to support a dredging project for the removal of approximately 15,000-CY of material from Watson Bayou for the Eastern Shipbuilding Group launch basin. The City of Panama City entered into a grant award agreement with Triumph Gulf Coast, Inc. and Eastern Shipbuilding Group in August 2019. The grant provides funding for infrastructure improvements such as demolition of existing office building and docks in order to complete the installation of bollards and pad eye to anchor the ship once launched. [Reference: Steven Lewis, P: 850.691.4902 | Contract Amount: Construction – $3.5 million]



MATTHEW SEMENTO

Senior Inspector

17 Years of Experience | **5** Years at DRMP

Experience Summary

DRMP, Inc. (Oct 2019 – Present): Matthew Semento serves as an Inspector for DRMP's Construction Services Market Sector. He is currently participating in DRMP's in-house State of Florida Construction Technician Training program. This program has been developed to provide our staff with an opportunity to acquire CTQP certifications which will be required to support the needs of FDOT on CEI Contracts. He is also proficient in Sage and MAS software.

TIN
S553550870550

Education
High School Diploma,
Umatilla High School, Florida, 2005

CTQP
Asphalt Paving – Levels I & II
Asphalt Plant – Level I
Concrete Field Inspector – Level I
Earthwork Construction Inspection – Levels I & II
Final Estimates – Level I

FDOT
TTC Maintenance of Traffic – Advanced

Other Certifications
ACI Concrete Field Testing Technician – Grade I
DRMP HAZMAT
FDEP Stormwater, Erosion, and Sedimentation Control Inspector
Forklift Operation
IMSA Traffic Signal Inspector
IMSA Traffic Signal Technician – Level I
Nuclear Gauge Safety
OSHA Compliance – Star Education Course for Compliance, Effective Coaching and Inventory Management

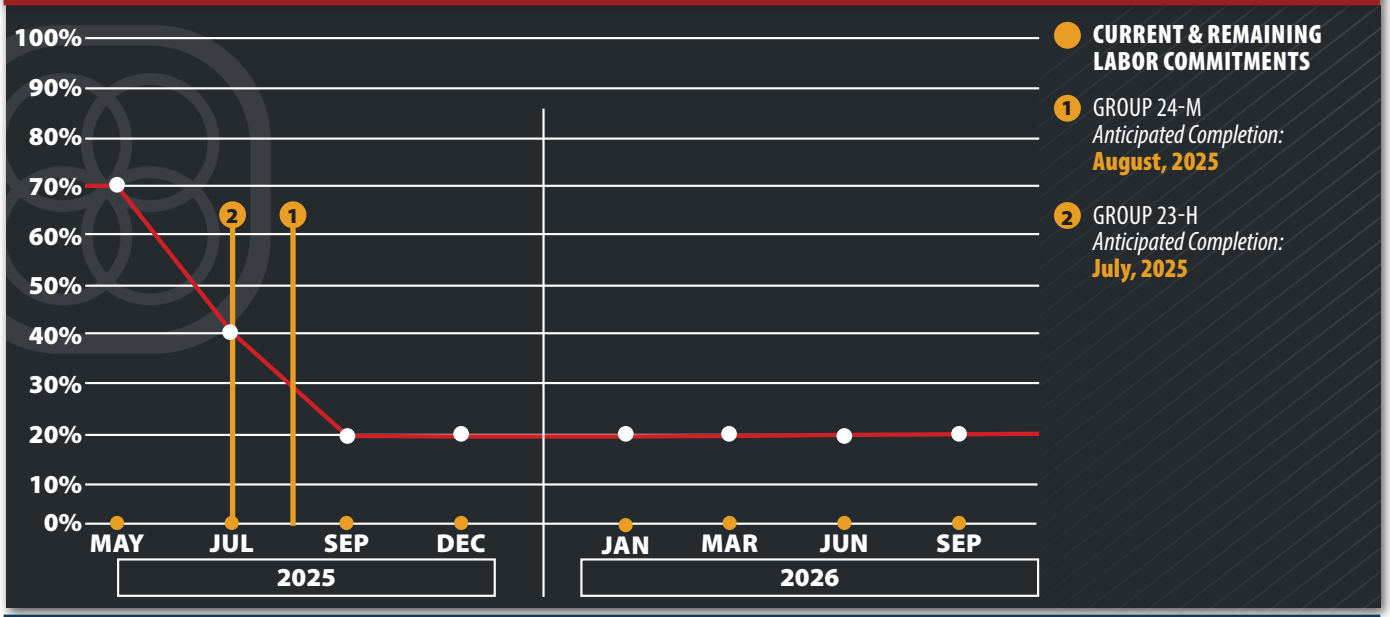
Relevant Project Experience

SR 30 (US 98) at CR 30A East Inlet Beach Pedestrian Crossing (FPID 44336015201), Halff Associates, Inc. for FDOT District Three, Walton County, Florida (May 2022 – Ongoing): Inspector responsible for testing/verification of earthworks, concrete, and construction methods on this $5.5 million tunneled pedestrian bridge crossing project that includes a three-sided box culvert on the east side of the SR 30 (US 98)/CR 30A intersection. The culvert will be 12 feet wide by eight feet high with an ADA compliant ramp terminus in front of Shades Bar & Grill and the Donut Hole restaurant located in the 30 Avenue Shopping Center. Lighting will be provided on the ramps leading to the culvert as well as inside the culvert. The existing drainage trunk line will be rerouted, and other drainage structures impacted by the maintenance of traffic diversion will be replaced. [Reference: Jason Williams, E: Jason.Williams@dot.state.fl.us | Contract Amount: Construction – $5.6 million]

SR 30 (US 98) Widening from Emerald Bay to Tang-O-Mar Drive (414132-4-52-01), Walton County, Florida (Oct 2016 – Oct 2022): Inspector Aide for this $42.1 million improvement project that consisted of widening and reconstructing SR 30 (US 98) from the existing 4-lane rural roadway typical section to a 6-lane urban roadway typical section. The project was 3.37 miles long. [Client: Halff, Inc. | Reference: Zach Goodwin, PE, P: 850.326.3632, E: zachary.goodwin@dot.state.fl.us | Contract Amount: Construction – $42.1 million, CEI – $1,874,853]

SR 8 (I-10) Design-Build (ITS) Truck Parking Availability System (440096-1-52-01), FDOT District Three, Various Counties, Florida (Sept 2017 – Oct 2020, Post Construction Services for Claim Settlement; Nov 2020 – Jun 2021): Served as an Inspector Aide on this project. CEI performed design, procurement, installation, integration and testing of an Intelligent Transportation System (ITS) to monitor and provide a Truck Parking Availability System (TPAS) at public facilities located along SR 8 (I-10) in Escambia, Santa Rosa, Okaloosa, Holmes, Jackson, Gadsden, Leon and Jefferson counties. [Reference: Kelli Rice, P: 850.981.2801, E: kelli.rice@dot.state.fl.us | Contract Amount: Construction – $4.4 million, CEI – $1,863,881]

PROJECTED WORKLOAD



PROJECTS HANDLED BY KEY PROJECT MANAGER

KEY STAFF	ROLE	NUMBER OF PROJECTS
Elizabeth Graham, PE	Senior Project Manager	6
Kerry Singh	Project Administrator	2
Whitney Arrington	Contract Support Specialist	2



TAB 4

Project Approach

DRMP

PROJECT UNDERSTANDING AND PROPOSAL



Our team understands the intent of this project is to construct the Crosstown Connector Project to include a two-lane roadway for roughly 0.4 mile. The connection will include a roundabout, various connections to existing roadways, installation of a new drainage system, construction of new stormwater swales and ponds, sidewalks and a shared use path, and landscaping. The project will be let for construction in two phases. This first phase will include portions of the drainage systems, and the second phase will finish the construction of the new corridor. The Crosstown Connector will help to reduce traffic congestion on Highway 98 by providing the community with a bypass route. Our team has followed the progress of this project for the past few years as our team has a local presence in Destin and is personally invested in the opening of this connector road.

Our construction engineers and inspection teams understand their role is to manage and administer the project site to ensure all elements of design are implemented correctly and on time while utilities are coordinated with in a timely manner to mitigate any impacts to the Contractor's schedule. The City Construction Project Manager (PM) will be kept fully informed and copied to the level desired on all significant project communications. DRMP's SPE, Elizabeth Graham, PE, will consult the PM on any matters that might need a decision with cost or quality impact. Our team monitors onsite workers to ensure that all proper safety measures are followed. Collaborating with the Engineer of Record (EOR) and the City's Project Manager to ensure any issues are resolved at the lowest level possible, thereby avoiding budget and schedule impacts. We will act as an extension of the City's staff while closely monitoring the construction and CEI funds. Close coordination and information exchange with the City's PM are vital and an important part of our CEI role, as is ensuring the City is clearly aware of construction issues.

Construction Oversight

We are proposing an experienced and dedicated CEI team for this project. DRMP's team members have worked together on past similar projects to develop seamless document control, sampling and testing reporting methods, and inspection procedures. Our team will act as an extension of the City's staff and will relay all daily construction activities directly to the City's PM.

Our organized approach along with our understanding to this contract will be broken into three areas which will provide the quality it takes to plan, inspect and administer all areas of this project. Our focus throughout the project will be to locate and address potential conflicts upfront for avoidance during the construction process. Our goal is to proactively identify potential issues and formulate effective solutions.

Preconstruction Approach

As soon as selected, we will establish open lines of communication with the contractor, the City PM, and the Design EOR. Our team will set up a pre-construction meeting to ensure the Contractor, impacted utilities and the City are all on the same page.

Other significant preconstruction activities will include the following:

- Review initial schedule submittal
- Video and photograph project
- Review and track all other required Pre-Construction submittals

Construction Approach

DRMP's staff understand each project requires special attention to detail and a well-coordinated effort to effectively administer construction activities. Based on our previous similar experience, we have identified several concerns of importance.



Maintenance of Traffic/Safety: Proper roadway and pedestrian MOT around this project will be paramount at the connection areas. At DRMP, our commitment extends beyond mere compliance; we are dedicated to ensuring all steps are taken to ensure the work zone meets contract requirements. An example of a preventative measure we will take on this project is our staff will review each new operation to discern potential safety issues and engage with the Contractor's Superintendent to discuss any potential concerns. During periods of lane closures for connection to local roadways, the use of advanced notification devices will need to be appropriately spaced to give an adequate warning to the driver. Our team will ensure we check this prior to each work shift that may require a lane closure. We will also check for safety concerns within the active work zones.

Earthwork: DRMP has extensive experience with roadway reconstruction and borrow excavation projects. Our team understands the importance of our field staff and Contractor meeting prior to each operation to discuss the typical sections. We will regularly submit our borrow excavation tracking sheets. There will be a decent amount of earthwork testing to construct the new roadway and sidewalks. Qualified personnel will be required to ensure the QC and VT logbook are adequately set up and accurately shown by the survey given. Our team is thoroughly equipped and experienced to review the logbook for reconstruction and widening projects. We understand the importance of reviewing the testing results on a frequent basis to avoid any failed material being placed on the project. We will hold a Pre-Operation meeting with the contractor and City to ensure there is no confusion on what earthwork material should be tested.

Environmental: The scope of this project will require a typical NPDES Stormwater permit, and DRMP's team is very familiar with the requirements of this permit from previous and ongoing projects. Our team has prior experience providing NPDES Stormwater inspections for local contractors on private development projects. Prior to construction, DRMP will ensure this section is thoroughly discussed in the Pre-Construction meeting. Temporary erosion and sediment control measures, such as silt fence, turbidity barriers, and sediment basins will be installed prior to construction per the approved Erosion Control plans. Our team will ensure to inspect the conditions of the erosion control measures on a weekly basis and provide any corrections to the Contractor through email along with follow-up discussions in the weekly progress meeting.



Drainage: Our DRMP team has a wide range of experience with inspecting the installation of closed drainage systems and pond construction from our time spent on the SR 30 (US 98) Miramar Beach widening project from 2016 to 2021. We will plan to have a meeting prior to any drainage installations to ensure all structure shop drawings have been approved by the EOR and the material brought on site matches the submittals. Our team will discuss with the contractor the importance of installing the drainage at the correct elevation and to ensure the joints are tight during the first installation.

Utility Impacts: Utility adjustments can always be a concern when coordination between parties. Any time there are utilities in limits of construction there is potential for a conflict or for a utility to be damaged. Without any Utility Work Schedules (UWS), it will be critical to discuss in the pre-construction meeting all utility coordination with utility providers to help identify potential conflicts. Adjustments

to utility lines will be prioritized before critical construction activities begin. Our team will continue our communications with all utilities. In the pre-construction meeting, all utilities will be requested to join so all impacts can be discussed, and update contact information is received. DRMP will have a section in our weekly progress meetings to discuss any unforeseen impacts and utility adjustments. We will also ensure a meeting is held on site, and the utilities are updated with a current Contractor's work schedule to ensure they will not impact the schedule when drainage installation and replacement begins.



Daily Inspection: On a daily basis, our team will document the contractor's progress, record samples, record testing results and record quantities in the appropriate site source record. We will hold weekly progress meetings with the contractor, the City and any impacted stakeholders. We will inspect the contractor's work and observe, monitor, and document all activities. DRMP will administer pre-operation meetings with the City and the contractor before beginning specific operations, such as concrete pours or paving operations. We will schedule these meetings to make sure our expectation of the work is stated clearly with all project objectives identified.

Project Schedule: The contractor's schedule will be reviewed monthly and discussed at every progress meeting. Our staff will review and analyze the contractor's submitted schedule. All comments and notes are discussed followed by the contractor's concurrence on each issue. We verify the start and finish dates for all activities while focusing on the critical path items. We will ensure revisions are made immediately and verified through follow up conversations and meeting minutes. In addition, we have developed custom tracking logs that are also reviewed at every progress meeting. The logs document RFIs, change orders, submittals, plan revisions and deficient items. By utilizing these logs, the contractor is up-to-date on all current, pending and past items. The logs have proven to be a cost savings tool by avoiding potential claims and schedule delays. Furthermore, they will ultimately provide a smooth and seamless project closeout between the contractor, the City of Destin and DRMP.

Field Directives/Change Orders: DRMP is ready to assist the City of Destin as needed with any change orders. DRMP has experience working with local municipalities on these types of documents. Our staff will involve the EOR as needed and request plan revisions as they are applicable. For this project, there are potential adjustments/changes in the field to meet compliance. Our team understands these changes will need to be held to a minimum impact on the overall cost. We approach these changes with a fair and honest perspective to determine reasonable costs for the added work that is due to the contractor.



Public Information: We will be coordinating with the City of Destin to provide public information and community outreach services for this Crosstown Connection project. The team will work to create and nurture a "no surprises" atmosphere that will equip residents and stakeholders with the information needed to make informed travel decisions.

We will be teaming with Quest to implement a structured and proactive community outreach strategy designed to keep nearby residents, businesses, and stakeholders informed, engaged, and supported throughout the construction process. Quest currently serves the City of Destin's Public Information Office by providing on-call creative, marketing, and community awareness products and services. Projects completed to date include the development of the City's 2025 e-bike safety campaign, various PowerPoint Presentations, social media post development and infographic creation, design of a new business tax receipt certificate, and special brand development.

Given the scope of work, which includes the installation of an underground stormwater retention system (ADS Chambers), drainage infrastructure, and restoration activities, we recognize the importance of minimizing disruption and maintaining clear, accessible lines of communication. Our approach to community outreach centers on proactive and consistent messaging, as well as the creation of multiple channels for information. We begin by coordinating closely with the City of Destin's Public Information Office and the CEI team to develop construction notifications that are timely, accurate, and tailored to the specific needs of adjacent neighborhoods. These notifications will precede each significant construction activity, including site mobilization, utility impacts, roadway closures, and milestone completions. Notices will be delivered via email, mailers, or door hangers, and online updates to ensure maximum reach and accessibility.

To further support accessibility and provide on-demand information, we recommend public signage at key locations along the project corridor, featuring QR codes that link to real-time project updates and contact information. These signs will serve both as wayfinding and as a convenient resource for commuters and residents.

Additionally, we will produce clear and engaging visual content, such as maps, infographics, drone imagery, and optional 2D or 3D animations, to help illustrate complex construction activities and long-term project benefits, particularly those related to stormwater improvements. To support the City's ongoing community outreach efforts, our team will also assist in developing clear and visually engaging content for use on the City of Destin's social media platforms. This includes traffic advisories, real-time alerts, and weekly construction updates. Our communications staff is experienced in producing graphics, infographics, and short-form videos that help distill technical information into easy-to-understand public messages.

> *We will tailor social media posts for each phase of construction, ensuring residents receive up-to-date information in the formats they're most likely to engage with.*

A key component of our outreach strategy is the designation of a public information representative who can serve as the primary liaison between the project team and the public. This representative will be available to support the City of Destin's Public Information Director in answering questions, responding to concerns, and providing real-time updates to residents and businesses. We will also establish weekly communications in the form of project summaries, distributed electronically and posted online, that include updates on completed work, upcoming activities, traffic impacts, and contact information for project personnel. These summaries will be ADA-compliant and written in plain language to ensure clarity for all audiences.



We understand the importance of preparing for unanticipated challenges. Our outreach protocols include after-hours response systems and an escalation plan for emergency concerns, ensuring that residents can receive support even outside standard working hours. Throughout the life of the project, we will maintain open lines of communication with local schools, emergency services, and local communities/HOAs to mitigate conflicts and ensure all parties are aligned.

Quality Assurance/Quality Quality Control: DRMP is committed to delivering top-quality CEI services for this project, ensuring adherence to required standards and specifications. Within 30 days of the award, DRMP will provide a comprehensive Quality Assurance (QA) Plan to the Construction Project Manager. This plan will ensure the requirements of this RFQ are met and will follow DRMP's internal QC Policy.



Staffing: DRMP currently has over 100 full-time CEI professionals who are experienced and able to fulfill any CEI challenge set before them. All personnel will be pre-approved by the City's PM prior to their assignment. We recognize staffing levels may need to be adjusted based upon the Contractor's schedule of operations and project needs. Our leadership team holds a brief weekly operations meeting to discuss all ongoing projects and their needs to allocate staff appropriately. This meeting helps ensure our client's best interests are in mind, both their budgets and the technical needs of the projects. Elizabeth and Kerry will review the upcoming work efforts for the projects our staff are assigned and ensure they are properly allocated with the City's best interest in mind. Additional inspection staff have availability and will be mobilized to the project on an as-needed basis. We recognize there will be times where both day and night work are occurring, and as reflected through our work on the SR 30 (US 98) Bay County project, we have the staffing to manage this as it occurs. Our staff are flexible and will downsize or increase during slow or peak work periods.

The DRMP leadership team will collaborate seamlessly to ensure the successful completion of this project. Elizabeth Graham, PE, will lead as the Project Manager, overseeing all project activities and ensuring compliance with required standards. Kerry Singh, the Project Administrator, will manage daily operations and coordinate with the contractor and inspection team while he will provide support with local construction expertise. Together, they will conduct regular meetings, maintain clear communication, and leverage their combined expertise to address project challenges proactively.

Funding: As the CEI firm representing the City of Destin, we will be able to monitor the effective use of the funds appropriated to this project. We thoroughly understand the importance of making certain the City receives full monetary compensation from all grants associated with this project. With our understanding of budget, we will be certain that our documentation is extremely clear in all notes, Daily Work Reports (DWRs), material records, and scheduling coordination. By careful documentation we will be ahead of any changes to the plans and provide excellent reasoning to describe any need for a plan change, should that occur. We will be in contact with the City of Destin PM on a regular basis to be sure that everyone is aware of the dollars spent to date and the dollars remaining in our contract. We will flex our time to suit the needs of the City.

Project Closeout

As the project approaches completion, DRMP will schedule a preliminary pre-inspection walk-through and will include the City and the contractor. Simultaneously, we will continue the process of reviewing all relevant closeout documentation for the City requirements. Project closeout requires a proactive coordination effort throughout the project. DRMP understands the significance of the closeout process to ensure the City receives proper and complete documentation. We will obtain the Final Materials Certification prior to Final Acceptance of the project, to avoid any delays for the City. It is our goal to keep the City informed of all project related information without unnecessarily involving their staff.

We will verify all work is completed in conformance with the City requirements, plans and specifications before final acceptance. We will also ensure that all as-built documents are correct in both location and in constructed accuracy using Bluebeam REVU software to color code all project construction per phase, highlighting any deviations from the contract documents and contractor's monthly construction schedule. Our separate, ongoing as-builts will be used at the end of the project to verify contractor as-built plans for accuracy before they are submitted to the City. DRMP will ensure the as-builts are submitted timely and accurately to achieve Final Acceptance within 30 days. The DRMP team plays a critical but ancillary role working as an extension of the City. We are committed to meeting and exceeding the City's expectations for this Destin Connector project. DRMP appreciates the opportunity to serve the City and we hope the material herein, along with our previous experience, leads you to select us to serve our community.

TAB 5

References - Past Performance

DRMP

CR 280B Roadway and Bridge Construction
Walton County | Florida



Date Completed: 2022
Reference: Anna Hudson
P: 850.892.8108
E: HudAnna@co.walton.fl.us

This FDOT District Three LAP and Walton County new construction 2-lane roadway and bridge project included the construction of a new 22-foot wide, 2.17 miles asphalt roadway (CR 280B) (off-system) and 720-foot bridge (on-system) from US Highway 331 (SR 83) to CR 280A. Major work items included clearing and grubbing, utility relocation, excavation, embankment, asphalt, drainage, sod, thermoplastic striping, installation of a new precast concrete bridge and supporting components, and 18-inch concrete prestressed piles. The project also included the addition of a right-turn lane at the intersection of Highway 331 and the new roadway (CR 280B), as well as the addition of a left-turn lane and pavement widening along CR 280A at the intersection with the new CR 280B. A new sidewalk was constructed at the intersection of Highway 331 and new CR 280B, as well as drainage improvements including ditches, culverts, and storm sewer. Retaining walls were also constructed to limit impacts to existing wetland areas.

Tom King Bayou Pedestrian Bridge
Santa Rosa County | Florida



Date Completed: 2022
Reference: Rebecca Jones
P: 850.981.7100
E: RebeccaJ@santarosa.fl.gov

This project consisted of the construction of a new pedestrian bridge over Tom King Bayou. This bridge tied into an existing pedestrian path on the north side of CR 399 (East Bay Boulevard) in south Santa Rosa County. The pedestrian bridge (366 LF timber + 100 LF steel span) was constructed along with 428 LF of connecting concrete pedestrian path on both sides of the new bridge, clearing and grubbing, minor grading and drainage, and driveway patching as shown in the project plans.



TAB 6

Submittal of General Information and Procurement Forms and Documents

DRMP

APPENDIX "A"

THE DOCUMENTS

BEHIND THIS PAGE

MUST ACCOMPANY RESPONSE

IN ORDER FOR SUBMITTAL

TO BE CONSIDERED

COMPLETE AND ACCEPTABLE

RESPONDENT **ACKNOWLEDGEMENT**

Submit RFQ's To: City of Destin
CITY CLERK'S OFFICE
4200 Indian Bayou Trail
Destin, Florida 32541
Telephone: (850) 837-4242

RFQ Title: CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR THE CROSSTOWN CONNECTOR PROJECT

RFQ Number: 25-06-CD

RFQ Received By: **June 9, 2025, NO LATER THAN 1:00 P.M. (CT)**

RFQ's will be publicly opened and recorded for acknowledgement of receipt in the City Hall Boardroom, unless specified otherwise, on: **June 9, 2025, no later than 1:00 P.M. (CT)** and may not be withdrawn within ninety (90) days after such date and time**.**

Name of Vendor: DRMP, Inc.

Federal I.D. Number: ZVV7U82XX6V9

A Corporation of the State of: Florida

Area Code: 850 Telephone Number: 850.316.4729

Area Code: 850 Fax Number: 850.469.9073

Mailing Address: 700 S. Palafox Street, Suite 160

City/State/Zip: Pensacola, Florida 32502

Vendor Mailing Date: June 6, 2025

Erica T. Jernigan

Authorized Signature

Erica T. Jernigan, PE

Name Typed

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RESPONDENT'S QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

SUBMITTED TO: City of Destin
City Clerk's Office
4200 Indian Bayou Trail
Destin, Florida 32541
Telephone: (850) 837-4242

Submitted By:		Check One	
Name: DRMP, Inc.		Corporation	✔
Address: 700 S. Palafox Street, Suite 160		Partnership	
City, State, Zip: Pensacola/Florida/32502		Individual	
Telephone No.: 850.316.4729		Other	
Email: ejernigan@drmp.com			

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

   The correct name of the Respondent is:
   DRMP, Inc.

   The address of the principal place of business is:
   941 Lake Baldwin Lane, Orlando, FL 32814

2. If Respondent is a corporation, answer the following:

   a. Date of Incorporation: December 27, 1977
   b. State of Incorporation: Florida
   c. President's name: Glenn J. Lusink, PSM
   d. Vice President's name: Erica T. Jernigan, PE
   e. Secretary's name: Thomas L. Secker
   f. Treasurer's name: Charul M. Doshi
   g. Name and address of Resident Agent: Kaity Frank

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3. If Respondent is an individual or a partnership, answer the following:

   a. Date of organization: _____

   b. Name, address and ownership units of all partners:

   _____

   _____

   _____

   c. State whether general or limited partnership: _____

4. If Respondent is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:
   N/a

5. If Respondent is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.
   N/a

6. How many years has your organization been in business under its present business name?
   34 years

   Under what other former names has your organization operated?

   Dyer, Riddle, Mills and Precourt, Inc.

7. Indicate registration, license numbers or certificate numbers for the businesses or professions, which are the subject of this Bid. Please attach certificate of competency and/or state registration.
   License Number: 2648

   License Number: LB2648

8. Have you ever failed to complete any work awarded to you? If so, state when, where and why:
   No.

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9. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary)
Please see resumes attached in Tab 3.

10. State the name of the individual who will have personal supervision of the work:
Elizabeth Graham, PE

11. State the name and address of attorney, if any, for the business of the Respondent:
Grayson Hale, Morningstar Law
1200 17th Street, Suite 860, Denver, CO 80202

12. State the names and addresses of all businesses and/or individuals who own an interest of more than five percent (5%) of the Respondent's business and indicate the percentage owned of each such business and/or individual:
N/a

13. State the names, addresses, and the type of business of all firms that are partially or wholly owned by Respondent:
N/a

14. Annual Average Revenue of the Respondent for the last three years as follows:

		Revenue Index Number
a.	Government Related Work	$50M+
b.	Non-Governmental Related Work	$10-25M
	Total Work (a +b):	$75M

Revenue Index Number

1.	Less than $100,000
2.	$100,000 to less than $250,000
3.	$250,000 to less than $500,000
4.	$500,000 to less than $1 million
5.	$1 million to less than $2 million
6.	$2 million to less than $5 million
7.	$5 million to less than $10 million
8.	$10 million to less than $25 million
9.	$25 million to less than $50 million
10.	$50 million or greater

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15. Bank References:

Bank	Address	Telephone
Chase	1200 17TH ST SUITE 860 DENVER, CO 80202, US	+1-303-244-3125

16. Provide description of policies and methods for project monitoring and budgeting control as well as adherence to project schedule (continue on insert sheet, if necessary).
Please see attached.

17. Provide descriptions of quality assurance/quality control management methods (continue on insert sheet, if necessary):
Please see attached.

18. What will be your turnaround time for written responses to City inquires?
Within 3 business days for routine inquiries.

19. List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Respondent, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description, the disposition of each such petition.
N/a

20. List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Respondent or its predecessor organization(s) during the last five (5) years. The list shall include all case names, case arbitration or hearing identification numbers, the name of the project which the dispute arose, and a description of the subject matter of the dispute.
Please see attached Litigation Statement.

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21. List and describe all criminal proceedings or hearings concerning business related offenses to which the Respondent, its principals or officers or predecessors' organization(s) were defendants.

N/a

22. Has the Respondent, its principals, officers or predecessors' organization(s) been CONVICTED of a Public Entity Crime, debarred or suspended from bidding by any government during the last five (5) years? If so, provide details.

No.

The Respondent acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by owner in awarding the contract and such information is warranted by Respondent to be true. The discovery of any omission or misstatement that materially affects the Respondent's Proposals to perform under the contract shall cause the owner to reject the Response, and if after the award, to cancel and terminate the award and/or contract.

(Signed) Erica T. Jernigan

(Title) Senior Vice President

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me by means of physical presence ✓ or online notarization __, this 30 day of May, 2025,

By: Erica T. Jernigan, PE

(Print name)

Personally known ✓ OR Produced Identification

Victoria Haun

Notary Signature

Seal:

VICTORIA HAUN
Notary Public - State of Florida
Commission # HH 605969
My Comm. Expires Oct 23, 2028
Bonded through National Notary Assn.

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A D D E N D A

CITY OF DESTIN
FLORIDA

RFQ TITLE: **RFQ No. 25-06-CD, CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR THE CROSSTOWN CONNECTOR PROJECT**

RESPONDENT: DRMP, Inc.

DATE SUBMITTED: June 6, 2025

We propose and agree, if this submittal is accepted, to contract with the City of Destin, in the Contract Form, to furnish all material, equipment, machinery, tools, apparatus, means of transportation, construction, coordination, labor and services necessary to complete/provide the work specified by the Contract documents.

Having studied the documents prepared by:

CITY OF DESTIN

We propose to perform the work of this Project according to the Contract documents and the following addenda which we have received:

ADDENDUM NO.	DATE	ADDENDUM No.	DATE
1	5-27-2025		

☐ **NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS BID**

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CITY OF DESTIN, FLORIDA

REQUEST FOR QUALIFICATIONS (RFQ) NO. 25-06-CD
"CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR THE CROSSTOWN CONNECTOR PROJECT
FOR THE CITY OF DESTIN"

SWORN STATEMENT UNDER SECTION 287.133 (3) (A)
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract Yes

2. This sworn statement is submitted by
DRMP, Inc.
whose business address is 700 S. Palafox Street, Suite 160, Pensacola, Florida 32502
and (if applicable) Federal Employer Identification Number (FEIN) is
59-1791174 (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

3. My name is Erica T. Jernigan, PE and my relationship to the entity named above is Senior Vice President

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g). Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(1)(b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime; or

2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in

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the management of an affiliate. The ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active n management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

✔ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

____The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. (please attach a copy of the final order)

____The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted vendor list. (please attach a copy of the final order)

_____The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by, or pending with, the Department of General Services.)

Erica T. Jernigan 5/30/2025

(Signature) Date:

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of physical presence __ or online notarization __, this 30 day of May, 2025,

By: Erica T. Jernigan

(Print name)

Personally known ✓ OR Produced Identification_____

Victoria Haun Seal:

Notary Signature

VICTORIA HAUN
Notary Public - State of Florida
Commission # HH 605969
My Comm. Expires Oct 23, 2028
Bonded through National Notary Assn.

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CITY OF DESTIN, FLORIDA

REQUEST FOR QUALIFICATIONS (RFQ) NO. 25-06-CD
"CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR THE CROSSTOWN CONNECTOR PROJECT
FOR THE CITY OF DESTIN"

DRUG-FREE WORKPLACE CERTIFICATION

The below signed Bidder certifies that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection 1.

4. In the statement specified in subsection 1., notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation occurring in the workplace no later than five (5) working days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I certify that this firm complies fully with the above drug-free workplace requirements.

COMPANY: DRMP, Inc.

ADDRESS: 700 S. Palafox Street, Suite 160

CITY: Pensacola STATE: Florida ZIP CODE: 32502

TELEPHONE NUMBER: 407.230.2061

SIGNATURE: Erica T. Jernigan DATE: May 30, 2025

NAME (TYPED OR PRINTED): Erica T. Jernigan, PE

TITLE: Senior Vice President

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CITY OF DESTIN, FLORIDA
REQUEST FOR QUALIFICATIONS (RFQ) NO. 25-06-CD
"CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR THE CROSSTOWN CONNECTOR PROJECT
FOR THE CITY OF DESTIN"

CONFLICT OF INTEREST DISCLOSURE FORM

Does any City employee acting as a purchasing agent, or City public officer acting in official or private capacity or his/her spouse, or child own more that 5% of the bidder/proposer's interest?

YES_____ NOX_____

Does any City employee acting as a purchasing agent, or City public officer acting in official or private capacity hold any employment or contract with the bidder/proposer?

YES_____ NOX_____

If either question number 1 or 2 above has been answered YES, does the bidder/proposer assert any exemptions related to prohibited employment & business relationships?

YES_____ NO_____

If YES, please describe:

_____

_____

_____

_____

FIRM NAME: DRMP, Inc.

BY (PRINTED): Erica T, Jernigan, PE

BY (SIGNATURE): Erica T. Jernigan

TITLE: Senior Vice President

ADDRESS 700 S. Palafox Street, Suite 160, Pensacola, Florida 32502

PHONE NO. 850.316.4729

E-MAIL ejernigan@drmp.com

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CITY OF DESTIN, FLORIDA

REQUEST FOR QUALIFICATIONS (RFQ) NO. 25-06-CD
"CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR THE CROSSTOWN CONNECTOR PROJECT
FOR THE CITY OF DESTIN"

LIABILITY & INDEMNIFICATION FORM

To the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless CITY, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of this Agreement.

DRMP, Inc. CONSULTANT's Company Name	Erica T. Jernigan Authorized Signature – Manual
700 S. Palafox Street, Suite 160, Pensacola, Florida 32502 Physical Address	Erica T. Jernigan, PE Authorized Signature – Typed
700 S. Palafox Street, Suite 160, Pensacola, Florida 32502 Mailing Address	Senior Vice President Title
850.316.4729 Phone Number	850.469.9073 FAX Number
850.418.1084 Cellular Number	850.418.1084 After-Hours Number(s)
ejernigan@drmp.com Email address	May 30, 2025 DATE

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CITY OF DESTIN, FLORIDA

REQUEST FOR QUALIFICATION (RFQ) NO. 25-06-CD
"CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR THE CROSSTOWN CONNECTOR PROJECT
FOR THE CITY OF DESTIN"

CERTIFICATION OF INDEPENDENCE AND NO CONFLICT OF INTEREST

By submitting a proposal in response to the REQUEST FOR QUALIFICATIONS for RFQ No. 25-06-CD. – CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR THE CROSSTOWN CONNECTOR PROJECT FOR THE CITY OF DESTIN, the undersigned certifies the following:

1. The proposal has been developed independently, without consultation, communication or agreement with any employee or consultant to the City who has worked on the development of this RFQ, or with any person serving as a member of the evaluation committee.

2. The proposal has been developed independently, without consultation, communication or agreement with any other firm or parties for the purpose of restricting competition.

3. Unless otherwise required by law, the information found in the proposal has not been knowingly disclosed and will not be knowingly disclosed prior to the award of the contract, directly or indirectly, to any other firm.

4. No attempt has been made or will be made by (Name of Firm) to induce any other firm to submit or not to submit a proposal for the purpose of restricting competition.

5. No relationship exists or will exist during the contract period between (Name of Firm) and the City that interferes with fair competition or is a conflict of interest.

Sincerely,

Erica T. Jernigan, PE	Senior Vice President
Name	Title

Erica T. Jernigan

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CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR THE CROSSTOWN CONNECTOR PROJECT SCHEDULE OF SUB-CONSULTANTS

The Undersigned Consultant proposes the following major sub-consultant(s) for the major areas of work for the Project. The Bidder is further notified that all sub-consultants shall be properly licensed, bondable and shall be required to furnish the City with a Certificate of Insurance in accordance with the contract general conditions. This page may be reproduced for listing additional sub- consultant(s), if required.

Name of Sub- Consultant	Address of Sub-Consultant	License No.:	Task	
Nova Engineering	17612 Ashley Dr Panama City Beach, FL 32413		Materials Testing	
Quest, Inc.	17612 Ashley Dr Panama City Beach, FL 32413		Compliance, Public Information	
Multivista	8110 Cypress Plaza Dr STE 308, Jacksonville, FL 32256		Photography	

Signature Erica T. Jernigan Erica T. Jernigan, PE Date: May 30, 2025

Title/Company Senior Vice President, DRMP, Inc.

The City reserves the right to reject any sub- consultant(s) who has previously failed in the proper performance of an award, or failed to deliver on time contracts in a similar nature, or who is not responsible(financial capability, lack of resources, etc.) to perform under this award. The City reserves the right to inspect all facilities of any sub- consultant(s) in order to make a determination as to the foregoing.

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BE CONSIDERED COMPLETE AND ACCEPTABLE

ANTI-HUMAN TRAFFICKING AFFIDAVIT

DIRECTIONS: *All nongovernmental entities that are or potentially will be contracting, renewing or extending contracts with the City of Destin must have an officer or representative fully execute this affidavit. Note, this is a mandatory requirement of s 787.06(13), Florida Statutes effective July 1, 2024.*

I Erica T. Jernigan, PE (insert name) as Senior Vice President (insert title) on behalf of DRMP, Inc. (insert entity name) under penalty of perjury hereby attest as follows:

1. I am over 21 years of age and have personal knowledge of the matters set forth in this affidavit.
2. DRMP, Inc. (insert entity name) does not use coercion for labor or services as defined in s. 787.06(2)(a), Florida Statutes.
3. More particularly, DRMP, Inc. (insert entity name) does not participate in any of the following actions:
    a. Using or threatening to use physical force against any person;
    b. Restraining, isolating or confining or threatening to restrain, isolate or confine any person without lawful authority and against her or his will;
    c. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of the labor or services are not respectively limited and defined;
    d. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
    e. Causing or threatening to cause financial harm to any person;
    f. Enticing or luring any person by fraud or deceit; or
    g. Providing a controlled substance as outlined in Schedule I or Schedule II of s. 893.03, Florida Statutes to any person for the purpose of exploitation of that person.

FURTHER AFFIANT SAYETH NAUGHT.

Erica T. Jernigan

Printed Name: Erica T. Jernigan, PE
Title: Senior Vice President
Nongovernmental entity: DRMP, Inc.
Date: May 30, 2025

STATE OF FLORIDA
COUNTY OF ESCAMBIA

SWORN TO AND SUBSCRIBED before me ✓ in person or _____ remote notarization by _____ as _____ on behalf of Erica T. Jernigan, who is personally known to me or who produced _____ as identification this 30 day of May, 2025.

Victoria Haun

Notary Public

(NOTARY SEAL) VICTORIA HAUN
Notary Public - State of Florida
Commission # HH 605969
My Comm. Expires Oct 23, 2028
Bonded through National Notary Assn.

THIS PAGE MUST BE SUBMITTED FOR RESPONSE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

Response to 16.
We will implement cost-save measures for each task to ensure the project is kept within the budget Cost-saving measures will be considered in the study phase as part of the alternative analysis. Once the study is approved, DRMP will ensure that scope creep and issues during design do not create unanticipated cost increases. Finally, during construction, we will work closely with the construction engineer to avoid delays, answering any questions in a timely manner and working closely with the City and contractor.

Our team is sensitive to the budget limitations of public works projects, including overall costs and our service fees. We minimize fees by selecting the appropriate project personnel required for each assignment. We work diligently to streamline the scope of work necessary to accomplish project objectives and strictly control budgeted service hours.

Overall cost is a primary focus throughout project design. We initially review and assess the budget and develop detailed preliminary estimates of estimated construction costs using the latest FDOT, Pinellas County and/or City of Oldsmar historical unit prices. If the estimates and the budget do not align, we will identify the discrepancies and investigate all feasible means to reduce costs to the budgeted amount. If it appears that cannot be accomplished within the existing parameters, we will discuss options in detail with the City's project manager and jointly develop an approach to lower the costs.

Response to 17.
DRMP's Quality Assurance/Quality Control (QA/QC) process involves a thorough, comprehensive review of work completed at each phase of design completion. This includes checking materials for:

- Conformance with applicable design standards
- Conformance with client's needs and objectives
- Cost-effective designs
- Documents approved by permitting agencies
- Documents are suitable for obtaining fair bids
- Minimizes potential for construction problems

Once the QC review is completed, DRMP's QC Manager prepares the QC documentation and delivers the plan set to the Project Manager with copies to DRMP Senior Staff. Sheets are completely "Yellowed Out" or "Redlined" with corrections/comments and signed and dated in the "B. CHECKED" line by the QC Reviewer. The QC Team similarly marks up the Comment Response memo. During the "CONCURRENCE", "INCORPORATION", and "VERIFICATION" activities, DRMP's QC Manager and QC Reviewer are available to the Project Manger to discuss comments. The final QC plan set is retained by the DRMP Project Manager and routed to project archives.

Response to 19.
Litigation Statement - 5 years (2020-2025)

DRMP, Inc. has never been the subject of an investigation conducted by a regulatory or professional licensing board.

DRMP has been subject to legitimate, frivolous and harassment lawsuits as a result of our actions or inactions in the 48-year course of the practice of our business. However, no litigation has occurred involving contractual issues. The following provides a detailed explanation of suits that occurred within the past 5 years.

- **Timacuan NBE. DRMP** was named as a co-defendant in a lawsuit brought against it by the Clay County Utility Authority. The suit alleged that there were design errors of the site work. DRMP argued that the problem with the constructed tank was misdiagnosed and that the repairs to the tank were improperly executed. DRMP argued that the repair to the tank created the failure and was avoidable. The lawsuit was settled out of court in 2024.
- **Clay County Utility Authority v. Beach Construction Company, Inc., et al.** DRMP was named as a co-defendant in a lawsuit brought against it by the Clay County Utility Authority. The suit alleged that there were design errors of the site work. DRMP argued that the problem with the constructed tank was misdiagnosed and that the repairs to the tank were improperly executed. DRMP argued that the repair to the tank created the failure and was avoidable. The lawsuit was settled out of court in 2024.

DRMP is not aware of other current or pending litigation to which we are a party.

ADDENDUM NO. 1

CITY OF DESTIN, FLORIDA
REQUEST FOR BIDS RFQ NO. 25-06-CD
CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR THE CROSSTOWN CONNECTOR PROJECT

MAY 27, 2025

To All Potential Proposers:

This addendum modifies the previously issued RFQ and is hereby made a part of the proposal documents. Per the RFQ, proposer shall acknowledge receipt of any and all addenda; and shall include this acknowledgement receipt in their submittal. Failure to do so may subject the proposer to disqualification.

The following items shall become a part of the proposal for the above-referenced project.

The City received the following questions from a potential bidder with respect to the City's RFQ NO. 25-06-CD. As per the City's standard practice, the City is furnishing the responses below to these questions.

Question: We have reviewed the Plan Set provided with RFQ No. 25-06-CD for the Crosstown Connector project. However, we would like to request a copy of any general provisions, special provisions, and applicable technical special provisions associated with this project.

Response: Everything that will be published has already been published for the project. There is no other information to provide.

Question: Please clarify that we are to include one (1) printed copy and one (1) .pdf copy saved on a USB drive.

Response: This is correct.

Question: Does the one printed copy need original "ink" signatures, or will digital signatures be accepted?

Response: Digital signatures are acceptable.

Question: Included in Appendix "A," the Respondent Acknowledgement form (page 24) has a field for the "Vendor Mailing Date." The date to be entered is the date we plan to send the sealed package of qualifications; for example, June 6, 2025.

Response: This is fine.

The bid opening date for 25-06-CD remains June 9, 2025 at 2:00 P.M. (CST)

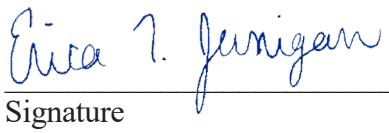
END OF ADDENDUM NO. 1

A copy of Addendum No. 1 signed and acknowledged shall precede the mandatory information required in the subject RFQ.

Receipt of Addendum No. 1 is hereby acknowledged:

Erica T. Jernigan, PE

Print Name



Signature

May 30, 2025

Date

CHASE J.P.Morgan

03/18/2025

Bryan Olson
1200 17TH ST SUITE 860
DENVER, CO 80202, US

RE: DRMP, INC (the “Company”)

Dear Bryan Olson,

This letter is being delivered to you to provide information on the Company’s banking relationship with JPMorgan Chase Bank, N.A (the “Bank”).

We can hereby confirm that the Company has maintained accounts at the Bank since 2023 and has operated the accounts in a satisfactory manner.

Please be advised that this letter refers only to facts as they exist as of the date of this letter and the Bank shall have no duty or obligation to inform the addressee hereof of any future changes in such facts. This letter is solely for the benefit of the addressee hereof for the referenced purpose, and may not be relied on by any other person or for any other purpose.

Sincerely,
Kristin L Smith
Kristin L Smith
Executive Director, Relationship Executive
JPMorgan Chase Bank, N.A.
1455 16th St Mall, Floor 05
Denver, CO, 80202-1571, United States
+1-303-244-3125
kristin.l.smith@jpmorgan.com

IMPORTANT INFORMATION: J.P. Morgan and Chase are marketing names for certain businesses of JPMorgan Chase & Co. (“JPMC”) and its subsidiaries worldwide. Products and services may be provided by banking affiliates, securities affiliates or other JPMC affiliates or entities. Any examples used are generic, hypothetical and for illustration purposes only. Prior to making any financial or investment decisions, a client or prospect (“Client” or “you” as the context may require) should seek individualized advice from financial, legal, tax and other professional advisors that take into account all of the particular facts and circumstances of the Client’s own situation. In no event shall JPMC or any of its directors, officers, employees or agents be liable for any use of, for any decision made or action taken in reliance upon or for any inaccuracies or errors in, or omissions from information in this content. We are not acting as any Client’s agent, fiduciary or advisor, including, without limitation, as a Municipal Advisor under the Securities and Exchange Act of 1934. JPMC assumes no responsibility or liability whatsoever to any Client with respect to such matters, and nothing herein shall amend or override the terms and conditions in the agreement(s) between JPMC and any Client or other person.

©2023 JPMorgan Chase & Co. All rights reserved. JPMorgan Chase Bank, N.A. Member FDIC. All services are subject to applicable laws and regulations and service terms.

ABOUT THIS MESSAGE This letter gives you updates and information about your JPMC relationship.

Print

Licensee

Name:	**DRMP, INC.**	License Number:	**2648**
Rank:	**Registry**	License Expiration Date:	
Primary Status:	**Current**	Original License Date:	**03/23/1978**

Related License Information

License Number	Status	Related Party	Relationship Type	Relation Effective Date	Rank	Expiration Date
41214	Current, Active	SMITH, LAWRENCE L JR	Registry		Professional Engineer	02/28/2027

Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6500

License No.: LB2648
Expiration Date February 28, 2027

Professional Surveyor and Mapper Business License

Under the provisions of Chapter 472, Florida Statutes

DRMP, INC.
941 LAKE BALDWIN LANE
ORLANDO, FL 32814

WILTON SIMPSON
COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/30/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis Towers Watson Insurance Services West, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: WTW Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@wtwco.com
INSURED DRMP, Inc. 941 Lake Baldwin Ln., Ste 100 Orlando, FL 32814	INSURER A: Liberty Mutual Fire Insurance Company — NAIC # 23035 INSURER B: Liberty Insurance Corporation — 42404 INSURER C: American Guarantee and Liability Insurance — 26247 INSURER D: Allied World Surplus Lines Insurance Compa — 24319 INSURER E: Indemnity National Insurance Company — 18468 INSURER F: RSUI Indemnity Company — 22314

COVERAGES **CERTIFICATE NUMBER:** W37155097 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			TB2-641-446161-054	12/31/2024	12/31/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 1,000,000 $ 25,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			AS7-641-446161-044	12/31/2024	12/31/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			AUC 8344746-01	12/31/2024	12/31/2025	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: No (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC7-641-446161-064	12/31/2024	12/31/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	Professional Liab incl Pollution			0313-8987	12/31/2024	12/31/2025	Each Claim Limit Policy Aggregate	$5,000,000 $5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

SEE ATTACHED

CERTIFICATE HOLDER

FOR PROPOSAL PURPOSES

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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CITY OF DESTIN

Statement of Qualifications

RFQ No. 25-06-CD

Construction Engineering and Inspection Services
for the Crosstown Connector Project

halff.com

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Table of **Contents**

1. Letter of Interest 02

2. Firm's Proposals 03

Firm Certifications & Licenses 08
Firm Qualifications 09
Project Team Experience 11

3. Proposals of Project Team 13

Organizational Chart 13
Key Project Member Resumes 14
Availability, Location & Workload 18

4. Project Approach 19

Project Understanding 19
Project Approach 20

5. References – Past Performance 25

6. Submittal of General Information and Procurement Forms/Documents 26

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June 9, 2025

City of Destin
City Clerk's Office
4200 Indian Bayou Trail
Destin, FL 32541

RE: RFQ No. 25-06-CD Construction Engineering and Inspection Services for the Crosstown Connector Project

Dear Members of the Evaluation Committee:

Halff is pleased to submit our team's qualifications in response to the City of Destin's solicitation for CEI services. We understand the City is seeking a team with a strong local presence, proven experience, and the ability to work independently while maintaining a deep understanding of the project scope. The proposed Halff team meets – and exceeds – these expectations. With over 30 years of experience providing construction engineering and inspection (CEI) services throughout the Florida Panhandle, our team has successfully delivered projects for clients such as Okaloosa County, Walton County, Escambia County, Bay County, the City of Panama City Beach, and the Florida Department of Transportation (FDOT).

This City of Destin project has been in the planning and design stages for many years. With increasing traffic along US 98, the six-lane widening, and continued regional growth, the community stands ready for this work to proceed. The ***Halff team brings comprehensive expertise in every aspect of the Crosstown Connector's construction***, including ADS Chamber underground storage, storm drain trunk lines, stormwater ponds, urban roadway sections, pedestrian paths and sidewalks, roundabout construction, utility coordination, lighting, landscaping, and all related incidental construction. Halff prides itself on improving lives and communities. Projects that allow all transportation users to safely commute are at the forefront of achieving this goal. Our team pledges to provide unmatched service to promote safe and accessible transportation corridors.

Within the enclosed submittal, Halff highlights our firm qualifications, along with our recent and similar experience. We also outline the qualifications of our talented staff, detail our in-house capabilities, and introduce our teaming partners – each of whom share our strong commitment to delivering quality service. Halff implements sensible and practical approaches to our projects and provides innovative ideas while applying cost savings at every step of the process. We encourage you to contact our client references, who can attest to the success of our collaborative and results-driven approach. We appreciate the opportunity to submit our qualifications and look forward to serving the City of Destin as a trusted and dependable partner in addressing the transportation needs of its residents, businesses, and industries with the highest standards of safety and efficiency.



KNOWLEDGE
Our team's deep corridor knowledge is driven by our local presence, dedicated staff, and thorough project research.



EXPERIENCE
Our team brings extensive expertise in managing and inspecting comparable construction projects.



COMMITMENT
We commit to being responsive and receptive to the City's needs, and we will make certain your goals of time, budget, quality, and community commitment are met.

Sincerely,

Bryant King, PE
Principal/Vice President
Authorized to Bind Halff

Eric Rosenstein, PE
Client Service Manager

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2. Firm's Proposals

RESPONDENT'S QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

SUBMITTED TO: City of Destin
City Clerk's Office
4200 Indian Bayou Trail
Destin, Florida 32541
Telephone: (850) 837-4242

Submitted By:
Name: Bryant King, PE | Halff Associates, Inc.
Address: 924 North Ferdon Boulevard
City, State, Zip: Crestview, FL 32536
Telephone No.: 850.848.9436
Email: bking@halff.com

	Check One
Corporation	X
Partnership	
Individual	
Other	

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

   The correct name of the Respondent is:
   Halff Associates, Inc.

   The address of the principal place of business is:
   1201 N. Bowser Road
   Richardson, TX 75081

2. If Respondent is a corporation, answer the following:

   a. Date of Incorporation: 08/27/1969
   b. State of Incorporation: Texas
   c. President's name: Jessica Baker Daily, PE, CFM, PMP
   d. Vice President's name: Ben Pylant, PE, CFM
   e. Secretary's name: Todd Jackson, PE
   f. Treasurer's name: Joseph Sagel, PE
   g. Name and address of Resident Agent: Bryant King, PE | 924 North Ferdon Blvd. Crestview, FL 32536

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3. If Respondent is an individual or a partnership, answer the following:

   a. Date of organization: N/A

   b. Name, address and ownership units of all partners:

   N/A

   c. State whether general or limited partnership: N/A

4. If Respondent is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

   N/A

5. If Respondent is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

   N/A

6. How many years has your organization been in business under its present business name?

   32 Years

   Under what other former names has your organization operated?

   Albert H. Halff Associates, Inc. (1969-1992); Albert H. Halff Associates (1957-1968); Hundley & Halff (1952-1956); and Albert H. Halff Consulting Environmental Engineer (1950-1952)

7. Indicate registration, license numbers or certificate numbers for the businesses or professions, which are the subject of this Bid. Please attach certificate of competency and/or state registration.

   Florida PE License No. 33380 (certificate provided on page 8)

8. Have you ever failed to complete any work awarded to you? If so, state when, where and why:

   Please refer to page 39

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9. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary)
Please refer to Section 3 for the resumes of our four Key Project Managers.

10. State the name of the individual who will have personal supervision of the work:
Doug Pritchard | Project Manager

11. State the name and address of attorney, if any, for the business of the Respondent:
Nina Scherach, Esq.
1000 N. Ashley Drive, Suite 900
Tampa, FL 33602

12. State the names and addresses of all businesses and/or individuals who own an interest of more than five percent (5%) of the Respondent's business and indicate the percentage owned of each such business and/or individual:
N/A

13. State the names, addresses, and the type of business of all firms that are partially or wholly owned by Respondent:
Singhofen & Associates, Inc. provides professional engineering services and is located at 11723 Orpington St., Suite 100, Orlando, FL. C&D Utility Consulting, LLC provides professional engineering services and is located at 1603 Babcock Rd., Suite 175, San Antonio, TX.

14. Annual Average Revenue of the Respondent for the last three years as follows:

		Revenue Index Number
a.	Government Related Work	10
b.	Non-Governmental Related Work	7
	Total Work (a +b):	10

Revenue Index Number

1.	Less than $100,000
2.	$100,000 to less than $250,000
3.	$250,000 to less than $500,000
4.	$500,000 to less than $1 million
5.	$1 million to less than $2 million
6.	$2 million to less than $5 million
7.	$5 million to less than $10 million
8.	$10 million to less than $25 million
9.	$25 million to less than $50 million
10.	$50 million or greater

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15. Bank References:

Bank	Address	Telephone
Prosperity Bank	80 Sugar Creek Boulevard Sugar Land, TX 77478	281.269.7184

16. Provide description of policies and methods for project monitoring and budgeting control as well as adherence to project schedule (continue on insert sheet, if necessary).

Please refer to page 42

17. Provide descriptions of quality assurance/quality control management methods (continue on insert sheet, if necessary):

Please refer to page 43

18. What will be your turnaround time for written responses to City inquires?

We will acknowledge receipt of the inquiry immediately with written response typically within 24 hours.

19. List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Respondent, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description, the disposition of each such petition.

None

20. List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Respondent or its predecessor organization(s) during the last five (5) years. The list shall include all case names, case arbitration or hearing identification numbers, the name of the project which the dispute arose, and a description of the subject matter of the dispute.

Please refer to page 39

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21. List and describe all criminal proceedings or hearings concerning business related offenses to which the Respondent, its principals or officers or predecessors' organization(s) were defendants.
Please refer to page 41

22. Has the Respondent, its principals, officers or predecessors' organization(s) been CONVICTED of a Public Entity Crime, debarred or suspended from bidding by any government during the last five (5) years? If so, provide details.
No

The Respondent acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by owner in awarding the contract and such information is warranted by Respondent to be true. The discovery of any omission or misstatement that materially affects the Respondent's Proposals to perform under the contract shall cause the owner to reject the Response, and if after the award, to cancel and terminate the award and/or contract.

(Signed)

(Title) Vice President

STATE OF Florida
COUNTY OF Leon

The foregoing instrument was acknowledged before me by means of physical presence ✓ or online notarization __, this 29 day of May, 2025,

By: Lisa Fricchione
(Print name)

Personally known ✓ OR Produced Identification

Notary Signature

Seal:

LISA FRICCHIONE
MY COMMISSION # HH 534353
EXPIRES: June 16, 2028

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FIRM CERTIFICATIONS & LICENSES

State of Florida
Department of State

I certify from the records of this office that HALFF ASSOCIATES, INC. is a Texas corporation authorized to transact business in the State of Florida, qualified on November 6, 2018.

The document number of this corporation is F18000005458.

I further certify that said corporation has paid all fees due this office through December 31, 2025, that its most recent annual report/uniform business report was filed on April 7, 2025, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Fifteenth day of May, 2025

Secretary of State

Tracking Number: 7967528626CU

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

THE OFFICIAL SITE OF THE FLORIDA DEPARTMENT OF BUSINESS & PROFESSIONAL REGULATION

Florida dbpr Department of Business & Professional Regulation

HOME CONTACT US MY ACCOUNT

ONLINE SERVICES

- Apply for a License
- Verify a Licensee
- View Food & Lodging Inspections
- File a Complaint
- Continuing Education Course Search
- View Application Status
- Find Exam Information
- Unlicensed Activity Search
- AB&T Delinquent Invoice & Activity List Search

LICENSEE DETAILS

5:07:00 PM 5/14/2025

Licensee Information

Name:	HALFF ASSOCIATES, INC. (Primary Name)
	HALFF (DBA Name)
Main Address:	1201 N BOWSER RD RICHARDSON Texas 75081
County:	OUT OF STATE

License Information

License Type:	Engineering Business Registry
Rank:	Registry
License Number:	33380
Status:	Current
Licensure Date:	09/12/2019
Expires:	

Special Qualifications	Qualification Effective

Alternate Names

FIRM QUALIFICATIONS

Halff is a full-service infrastructure consulting firm designed, engineered, planned, constructed – and purposed – for people. Since 1950, Halff has been creating smart solutions that improve lives and communities by turning ideas into reality. The firm provides services throughout the United States from 32 offices in Florida, Texas, Arkansas, Oklahoma, Louisiana, and Arizona. Halff is ranked #91 in Engineering News-Record magazine's list of the top 500 design firms in the United States.

For over 30 years, Halff has provided construction engineering and inspection (CEI) services to clients across northern Florida. Our experienced CEI teams have successfully supported a wide range of projects for various municipalities as well as the Florida Department of Transportation (FDOT). Halff's continued work with repeat clients stems not only from the expertise and consistency of our CEI professionals, but also from our strong commitment to understanding and supporting our clients' goals, regardless of the project's size or complexity.

Office Location

Halff will manage the Crosstown Connector project from our ***local field office*** at 225 Main Street, Suite 7D, Destin, FL.

Statement for Providing Requested Services

Halff has the technical expertise, relevant experience, and capacity to provide CEI services to the City of Destin for the Crosstown Connector project. Our team offers a thorough understanding of the potential challenges of this project and a demonstrated record of exceeding expectations on projects of similar size and scope.

Subconsultants

In addition to Halff's talented staff, we have included the following experienced subconsultants whom we have worked with and share our strong commitment to quality, relationships, and serving the community.

Poole Engineering & Surveying, Inc.

Poole will support the Halff team with survey services.

Universal Engineering Sciences, Inc. (UES)

UES is a certified FDOT materials testing laboratory and will provide material verification testing services.

Utility Consultants of Florida (UCoF)

UCoF will support the Halff team with senior field inspection and utility coordination services.

CEI Services to be Provided by Halff

Our team is thoroughly familiar with the inspection, testing, and documentation requirements for the anticipated work elements associated with the Crosstown Connector project. This includes maintenance of traffic (MOT), environmental compliance, excavation, embankment, stormwater installation, paving (base, structural course, and friction course), concrete placement, signing and pavement markings, lighting, landscaping, and irrigation. Coupled with the resources of our subconsultants, we will perform the following services:

PRE-CONSTRUCTION ACTIVITIES

- Establish project-level lines of authority and communication.
- Perform constructability and submittal reviews.
- Schedule and conduct pre-construction and pre-operation meetings.
- Conduct utility pre-construction coordination meetings and establish relocation efforts and timeframes.
- Obtain pre-project construction photographs and video documentation.
- Meet with City staff and design team to discuss constructability comments.
- Establish document management system (DWR App) and prepare all forms.
- Assist the City Public Information Officer, Dr. Young, with any pre-construction public information meetings and stakeholder outreach.
- Review the contractor's Quality Control (QC) Plan.
- Review the contractor's Critical Path Method (CPM) schedule.

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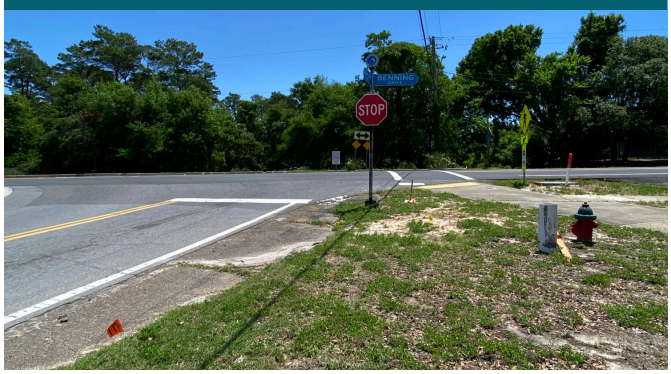
CONSTRUCTION ACTIVITIES

- Conduct ADS pre-operation meeting with the contractor and ADS representative to review contract requirements, TSP, installation guidelines, and expectations.
- Monitor and enforce safe traffic control and construction equipment egress and ingress.
- Conduct weekly progress meetings.
- Review and determine acceptability of contractor's CPM schedule updates.
- Enforce environmental protection and permit compliance.
- Review and submit monthly pay requests.
- Coordinate and monitor utility adjustment activities.
- Receive and review contractor's updated CPM schedule.
- Track the testing and acceptance of all materials for pay to certify that all materials meet the contract requirements.
- Provide verification testing.
- Prepare and maintain complete and accurate records of project activities, including monthly progress reports, daily work reports (DWRs), daily log of deficiencies and corrections, Request for Information (RFI) log, shop drawing/ submittal log, change order tracking log, and a sampling/testing log.
- Obtain/capture project photographs daily and video documentation monthly or as required.
- Provide claims avoidance and dispute resolution.
- Monitor and document contractor EEO and Davis Bacon Act compliance.
- Investigate, identify, and facilitate solutions for any errors and omissions.
- Maintain a high standard of Quality Assurance (QA).
- Assist the City with public outreach efforts.
- Develop presentations and represent the City at City Council Meetings as requested.

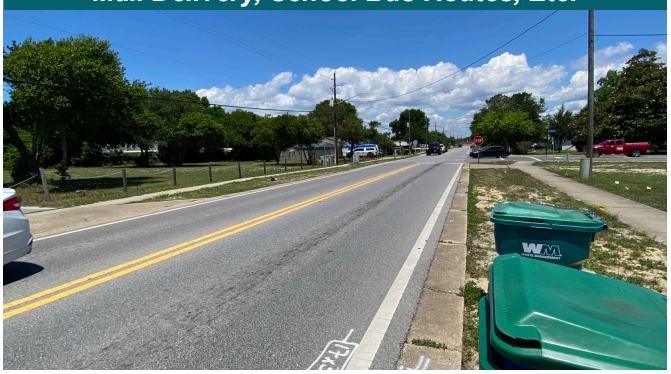
POST-CONSTRUCTION ACTIVITIES

- Perform substantial completion inspections and provide summary report.
- Facilitate final acceptance.
- Submit final punch list.
- Perform final inspection.
- Submit final pay application.
- Prepare final change orders.
- Perform post-construction inspection and obtain final photos/video.
- Facilitate any permit closeout documentation.
- Certify and submit as-built drawings.
- Perform project closeout meeting.
- Document lessons learned and incorporate lessons into future projects.
- Submit final materials certification letter.
- Closeout all EEO and Davis Bacon Act documentation.
- Submit all final records to the City of Destin.

Intersection of Azalea Drive & Benning Drive



Coordination Will Be Required For Trash Services, Mail Delivery, School Bus Routes, Etc.



PROJECT TEAM EXPERIENCE



Jericho Road Phase 1

Okaloosa County | Crestview, FL

Halff is providing CEI services for approximately 2,700 LF of new roadway from SR 10 (US 90) into the Shoal River Ranch Critical Infrastructure site. Major work includes utility relocations, the construction of a new right-turn lane from eastbound US 90, earthwork, clearing and grubbing, temporary and permanent erosion control, construction of stormwater management facilities and drainage, subgrade, base, asphalt Superpave, pavement markings, grassing, and signage. This project also adds widening and signalization to the existing Florida Gulf & Atlantic Railroad (FGA) crossing.



Holiday Shores Phase 1A

Walton County | Miramar Beach, FL

Halff is providing CEI services for the pedestrian and drainage improvements along Forest Shore Drive. The project involves the construction of an 8-foot-wide concrete sidewalk starting at US 98 and ending at Shore Drive. As part of the improvements, Forest Shore Drive will undergo milling, resurfacing, and restriping. Additional project elements include minor earthwork, swale construction, storm drain installation, sodding, and the construction of a 12-foot by 24-foot nutrient-separating baffle box with a connected storm drain at the existing drainage outfall near Shore Drive.



City of Destin Utility Underground Conversion Project

City of Destin | Destin, FL

UCoF is currently managing the Florida Power & Light (FPL) underground conversion project for the City of Destin. Project elements include design coordination, construction management, planning and scheduling, easement acquisition, and construction oversight. UCoF's established relationships with local utility owners will bring added value to the Halff team, helping to streamline communication and coordination from day one of the Crosstown Connector project.



SR 30 (US 98) from Walton County Line to Tang-O-Mar Drive

FDOT District Three | Miramar Beach, FL

Halff provided CEI services for the full reconstruction and widening of SR 30 (US 98) from a four-lane rural to a six-lane urban typical section from the Walton County line to Tang-O-Mar Drive. The project included milling and resurfacing, four new detention ponds with two new gravity walls, conversion of drainage from open ditch to closed system, six new mast arm signalized intersections, extensive utility coordination, and extensive MOT phasing. The project was located in a densely populated business corridor with heavy seasonal traffic.

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SR 30 (US 98) at CR 30A East Inlet Beach Pedestrian Underpass

Walton County | Inlet Beach, FL

Halff provided CEI services for a pedestrian underpass connecting existing multi-use pathways with new sidewalks and paths to improve connectivity across Walton County and into Bay County. The project included a three-sided box culvert at the SR 30 (US 98) and CR 30A intersection, along with a new eastbound-to-southbound right-turn lane. Disturbed travel lanes, auxiliary lanes, median crossovers, paved shoulders, sidewalks, and multi-use paths were restored to their original configurations.



Gayle's Trails Multi-Use Path Extension

City of Panama City Beach | City of Panama City Beach, FL

Halff provided CEI services for the construction of a new 12-foot asphalt multi-use trail that included a 12-foot-wide, 1.5-inch-thick SP 12.5 asphalt paved over 12 inches of Type B Stabilization and 6 inches of lime rock base. Drainage included a 30-inch and 36-inch round and elliptical concrete double and quadruple barrel pipes with headwalls and mitered end section installed at live stream crossings and wetland balance points. Ditch bottom inlets with 18-inch reinforced concrete pipe were installed for conveyance to existing drainage basins. Additional work elements included the construction of concrete gravity and retaining walls, Type B fencing, signing and pavement markings, and grassing.



CEI Group 22-D

FDOT District Three | Okaloosa County, FL

Halff provided CEI services for this contract comprised of two projects: SR 20 from Edge Avenue to west of Rocky Bayou Bridge and SR 85 from SR 20/John Sims Parkway to north of CR 190/College Boulevard. The SR 20 project included milling and resurfacing, adding sidewalk, ADA enhancements to improve pedestrian mobility, adding landscaping medians, and extending turn lanes in both directions. SR 85 included milling and resurfacing and constructing new sidewalks on the east side of the roadway. Additional project elements included adjusting utility manholes and valve boxes, pedestrian signal improvements, drainage improvements, and signing and pavement marking placement.

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3. Proposals of Project Team

ORGANIZATIONAL CHART

Halff has assembled a highly qualified local team with extensive experience to address the anticipated challenges of the Crosstown Connector project. Our team brings exceptional contract administration skills and has consistently delivered successful outcomes on similar projects. Every member of our proposed team is fully dedicated and committed to meeting and exceeding the City of Destin's goals and expectations for this project. The **Key Project Members** for this project include **Eric Rosenstein, PE** (Client Service Manager), **Doug Pritchard** (Project Manager), **Dalton Taylor** (Primary Project Professional: Senior Inspector), and **Stephanie Lindsay** (Primary Project Professional: Utility Coordinator).

CITY OF DESTIN

Principal
Bryant King, PE



Client Service Manager
Eric Rosenstein, PE

Quality Assurance/ Quality Control
Jo Ann Moore



Project Manager
Doug Pritchard

PHASE ONE

Senior Inspector
Dalton Taylor
Jonah Vizaro ❶

Utility Coordinator
Stephanie Lindsay ❶

Contract Support Specialist (CSS)
Scott Chastain

Resident Compliance Specialist (RCS)
Robbin Moody

Materials Verification Testing
Universal Engineering Sciences ❷

Survey
Poole Engineering & Surveying ❸

PHASE TWO

Senior Inspector
Dalton Taylor

Inspector
Christian Ashton

Utility Coordinator
Stephanie Lindsay ❶

Contract Support Specialist (CSS)
Scott Chastain

Resident Compliance Specialist (RCS)
Robbin Moody

Materials Verification Testing
Universal Engineering Sciences ❷

Survey
Poole Engineering & Surveying ❸

Landscaping
Martin Steffen, PLA

The halff Team

UES UCoF POOLE ENGINEERING & SURVEYING Inc.

SUBCONSULTANTS:

❶ Utility Consultants of Florida (UCoF) | ❷ Universal Engineering Sciences, Inc. (UES) | ❸ Poole Engineering & Surveying, Inc.

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KEY PROJECT MEMBER RESUMES



Eric Rosenstein, PE

Eric has spent his entire career providing construction management, CEI, transportation engineering, and emergency contract response services on projects for public agencies throughout Florida. Eric began his career in 1984 with the FDOT District Six and then worked as a Project Engineer for FDOT District Two, Gainesville Construction. Since leaving FDOT, Eric has served as Senior Project Engineer, Project Administrator, and QC Manager on various CEI transportation projects in Florida.

ROLE
- Client Service Manager

FIRM
- Halff Associates, Inc.

• EXPERIENCE
- 40 Years

EDUCATION
- Bachelor of Science, Civil Engineering, University of Florida, 1984

REGISTRATION
- Professional Engineer, FL #42719, 1990

CTQP CERTIFICATIONS
- Final Estimates L1 & L2
- QC Manager

OTHER CERTIFICATIONS
- FDOT Advanced MOT
- FDOT Critical Structures Construction Issues
- FDOT Auger Cast Pile
- Auger Cast Pile (Self Study)
- Critical Structures (Self Study)

Representative Project Experience

SR 5 (US 1)/Matanzas Woods Parkway Intersection Roundabout, Flagler County, FL | FDOT District Five. Senior Project Engineer for this $2.6M roundabout project, which involved advanced utility relocations, complex vehicle and pedestrian traffic control, earthwork, asphalt base and paving, drainage, curb and gutter, street lighting, and incidental construction.

Jericho Road Phase I, Crestview, FL | Okaloosa County. Senior Project Engineer for the Jericho Road improvements that unlock 1,600 acres, including 588 acres of county-owned industrial land. The project includes earthwork, clearing and grubbing, erosion control, stormwater facilities, relocating and installing fiber optic cable (by others), paving 2,700 LF of roadway, pavement markings and signage, utility relocations, and widening with signal upgrades at the existing Florida Gulf and Atlantic (FGA) railroad crossing.

CEI Group 25-F, Leon County, FL | FDOT District Three. Senior Project Engineer for contract involving four projects along SR 20 (Pensacola Street) and SR 366 (Stadium Drive). The work primarily involves milling and resurfacing, mid-block pedestrian crossings, Americans with Disabilities Act (ADA) upgrades, sidewalk reconstruction, curb improvements, driveway replacements, turnout widening, drainage improvements, bridge joint repairs, new signing and pavement markings, signalization upgrades, extensive utility coordination, and performance turf sod installation.

SR 30 (US 98) from CR 457 (Mack Bayou Road) to East of CR 30A West, Walton County, FL | FDOT District Three. Senior Project Engineer for this widening and resurfacing project that included lane widening in the median, major drainage, utility relocations, signalization improvements, sidewalk improvements, construction of a paved shared-use path, intelligent transportation systems (ITS) construction, and intersection lighting.

CEI Group 23-J, Holmes County, FL | FDOT District Three. Senior Project Engineer for the resurfacing of nearly 16 miles of SR 2 from Choctawhatchee River Bridge to CR 177 and SR 2 from Ten Mile Creek to Jackson County Line.

Miccosukee Road Local Agency Program (LAP) Bridge Replacement, Leon County, FL | FDOT District Three. Senior Project Engineer for this LAP project that will remove the existing structurally deficient bridge over unnamed branch and replace it with a five-barrel concrete box culvert. Project includes permanent sheet pile wall and cap, reconstruction of the bridge culvert approaches, guardrail, miscellaneous drainage, and other incidental construction.

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Doug Pritchard

Doug is well-versed in roadway and bridge construction and has been involved in numerous construction engineering and inspection (CEI) projects for the Florida Department of Transportation (FDOT) and municipalities across northern Florida. His experience includes bridge construction, earthwork, drainage, asphalt and concrete paving, lighting, signalization, intelligent transportation system (ITS), fiber optic networks, freeway management systems (FMSs), traffic management center (TMC) construction, materials sampling and certification, mechanically stabilized earth (MSE) walls, sounds walls, and maintenance of traffic (MOT) operations in rural, urban, and interstate settings.

ROLE
- Project Manager

FIRM
- Halff Associates, Inc.

EXPERIENCE
- 34 Years

EDUCATION
- Bachelor of Science, Business Administration, University of West Florida, 2006
- Associates in Science, Business Administration, Okaloosa Walton Community College, 2004

CTQP CERTIFICATIONS
- Asphalt Paving L1 & L2
- Asphalt Plant L1 & L2
- Earthwork L1 & L2
- Final Estimates L1 & L2
- QC Manager

OTHER CERTIFICATIONS
- ADA Coordinator
- FDOT Advanced MOT
- FDOT Critical Structures Construction Issues
- FDEP Stormwater Erosion & Sedimentation Control Inspection
- Manufacture Trained Fiber Optic Cable Installation and Splicing
- FDOT Traffic Signals L1 & L2
- Traffic Signal Electrician L2
- Traffic Signal Technician L1
- ACI Concrete Field Testing Technician

Representative Project Experience

Jericho Road Phase I, Crestview, FL | Okaloosa County. Project Administrator for the Jericho Road improvements that unlock 1,600 acres, including 588 acres of county-owned industrial land. The project includes earthwork, clearing and grubbing, erosion control, stormwater facilities, relocating and installing fiber optic cable (by others), paving 2,700 LF of roadway, pavement markings and signage, utility relocations, and widening with signal upgrades at the existing Florida Gulf and Atlantic (FGA) railroad crossing.

CEI Group 23-J, Holmes County, FL | FDOT District Three. Project Administrator for two projects under one contract for the resurfacing of nearly 16 miles of SR 2 from Choctawhatchee River Bridge to CR 177 and SR 2 from Ten Mile Creek to Jackson County Line in Holmes County. Other scope items included overbuild for cross slope correction within both segments, box culvert replacement, drainage, concrete ditch lining, sensor replacements for the telemetered traffic monitoring site (TTMS), and signing and pavement markings.

Holiday Shores Phase IA, Walton County, FL | Walton County. Project Administrator for the pedestrian and drainage improvements along Forest Shore Drive. The project involves the construction of an 8-foot-wide concrete sidewalk starting at US 98 and ending at Shore Drive. As part of the improvements, Forest Shore Drive will undergo milling, resurfacing, and restriping. Additional project elements include minor earthwork, swale construction, storm drain installation, sodding, and construction of a 12-foot by 24-foot nutrient-separating baffle box with a connected storm drain at the existing drainage outfall near Shore Drive.

SR 30 (US 98) at CR 30A East Inlet Beach Pedestrian Underpass, Walton County, FL | FDOT District Three. Project Administrator for a pedestrian underpass connecting existing multi-use pathways with new sidewalks and paths to improve connectivity across Walton County and into Bay County. The project included a three-sided box culvert and a new right-turn lane. Disturbed travel lanes, auxiliary lanes, median crossovers, paved shoulders, sidewalks, and multi-use paths were restored to their original configurations.

SR 30 (US 98) from Emerald Bay Drive to Tang-O Mar, Miramar Beach, FL | FDOT District Three. Project Administrator on this full reconstruction/widening of US 98 from a four-lane rural to six-lane urban typical section. The project included extensive MOT phasing, four new detention ponds, drainage, and six new mast arm signalized intersections.

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ROLE
- Primary Project Professional: Senior Inspector

FIRM
- Halff Associates, Inc.

EXPERIENCE
- 16 Years

EDUCATION
- High School Diploma

CTQP CERTIFICATIONS
- Asphalt Paving L1 & L2
- Asphalt Paving L1 & L2
- Concrete Field Technician L1
- Earthwork Construction Inspection L1 & L2
- Final Estimates L1
- Drilled Shaft Inspection
- Pile Driving Inspection

OTHER CERTIFICATIONS
- Advanced MOT
- Nuclear Gauge & Hazmat Certification
- FDEP Stormwater Erosion & Sedimentation Control Inspector
- ACI Concrete Field-Testing Technician
- FDOT MSE Walls
- FDOT Auger Cast Piles
- MAC EERS Certificate

Dalton Taylor

Dalton has solid experience in Construction Engineering and Inspection (CEI) and performing Quality Control (QC) for Florida roadway projects. His background includes construction contracting, earth sciences, and materials testing in both lab and field environments. He is skilled in pile driving, drilled shaft foundations, MSE and gravity walls, and the testing of roadway embankment, subgrade, base, and asphalt surfaces. Familiar with Florida Department of Transportation (FDOT) standards, Dalton also brings valuable experience from bridge and commercial building construction, making him a well-rounded and reliable CEI inspector.

Representative Project Experience

CEI Group 24-A Western Lake Bridge Replacement, Santa Rosa, FL | FDOT District Three. Senior Inspector for the replacement of the existing low-level bridge at CR 30A over Western Lake. Scope of work includes removal and reconstruction of piles, seawall, and slope protection, along with reconstruction of roadway approaches featuring asphalt pavement, shoulder gutters, and guardrails. The new CR 30A bridge spans approximately 1,426 feet and includes a realignment of approximately 20 feet to the south.

CEI Group 23-J, Holmes County, FL | FDOT District Three. Senior Inspector for the resurfacing of nearly 16 miles of SR 2 from Choctawhatchee River Bridge to CR 177 and SR 2 from Ten Mile Creek to Jackson County Line in Holmes County. Other scope items included overbuild for cross slope correction within both segments; Little Creek box culvert rail replacement; cross drains and headwall/endwall replacements, including triple 48-inch reinforced concrete pipe (RCP) extensions; concrete ditch lining; inlet and mitered end section (MES) replacements; guardrail replacement; and signing and pavement markings.

SR 30 (US 98) from Walton County Line to Tang-O Mar, Walton County, FL | FDOT District Three. Inspector for the full reconstruction and widening of US 98 from a four-lane rural to six-lane urban typical section. This $44 million project included extensive maintenance of traffic phasing, four new detention ponds, conversion of drainage from open ditch to closed system, and six new mast arm signalized intersections. The project also involved utility coordination and is located in a densely populated business corridor in Miramar Beach, known as a popular tourist destination with heavy seasonal traffic.

Deer Lake Bridge Replacement on CR 30A, Walton County, FL | Walton County. Inspector for the replacement of the structurally deficient and failed culverts vulnerable to catastrophic weather events and replacement with a single span Conecuh Bridge structure. The bridge approach reconstruction areas included using asphalt pavement, shoulder gutter, and guardrail.

Emergency Sign Repair and Replacement | Escambia, Okaloosa, and Santa Rosa Counties, FL | FDOT District Three. Inspector for sign repairs and replacements in District Three due to damage from Hurricane Sally. The scope of work included removing damaged signs, installing new signs/posts/hardware, and coordinating with “Sunshine 811”.

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ROLE
- Primary Project Professional: Utility Coordinator

FIRM
- Utility Consultants of Florida (UCoF)

EXPERIENCE
- 12 Years

CERTIFICATIONS/ TRAINING
- PMI CAPM
- Google PM Certificate
- CISEC Training
- AFIT Water Quality Management Training

Stephanie Lindsay

Stephanie is a Project Manager with a strong background in managing a wide range of municipal infrastructure projects, including utility underground conversions, stormwater and wastewater systems, natural gas, and other environmental initiatives. She has prior experience with stormwater compliance, code enforcement, and hazardous materials management.

Representative Project Experience

Utility Underground Conversion Project, Destin, FL | City of Destin. Project Manager for the City's Florida Power & Light (FPL) underground conversion project. Her responsibilities include design coordination, construction management, planning/scheduling, easements, and construction oversight.

Utility Underground Conversion Project, Gulf Breeze, FL | City of Gulf Breeze. Project Manager for the City's FPL underground conversion project. Her responsibilities include design oversight, construction management and oversight, utility coordination, and easement coordination.

Utility Underground Conversion Project, Pinellas County, FL | Pinellas County. As part of the underground conversion project for Belleair Beach, Indian Rocks Beach, and Madeira Beach, Stephanie is providing project management and easement coordination. Her responsibilities included easement coordination, design oversight, construction management, and construction oversight.

Bear Drive Improvements, Gulf Breeze, FL | City of Gulf Breeze. Project Manager for the Bear Drive stormwater drainage and pavement improvements. Her responsibilities included construction oversight, construction management, public outreach and involvement, and coordination with key stakeholders.

RESTORE Soundside Septic to Sewer Conversion Project, Gulf Breeze, FL | City of Gulf Breeze. As Project Manager, Stephanie provided oversight to successfully complete the design process of this conversion project. Her responsibilities included RESTORE Council reports, design oversight, payment approval, public outreach and involvement, and coordination with key stakeholders.

CNG Vehicle Fueling Station Build, Gulf Breeze, FL | City of Gulf Breeze. As Project Manager, Stephanie oversaw the successful completion of the compressed natural gas (CNG) fueling station build. Her responsibilities included construction management, construction oversight, and coordination with multiple regulatory agencies and key stakeholders.

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AVAILABILITY, LOCATION & WORKLOAD

Halff has the capacity to provide CEI services that will support the City of Destin in completing the Crosstown Connector project. Our proposed team is available to begin work on this project following the Notice to Proceed (NTP) and will remain committed to the project for the duration. Halff will manage this project out of our Destin field office. While we feel the proposed team will be adequate to cover the work, we have additional resources that can be provided as required based on the contractor's operations. The table below shows the availability, location, and workload of our Key Project Members.

Key Project Member	Role	Availability	Current Project, Location | Client	Est. Completion
Eric Rosenstein, PE	Client Service Manager	25%	Jericho Road Phase 1, Crestview, FL | Okaloosa County	06/2026
			Miccosukee Road, Tallahassee, FL | Leon County	07/2026
			Group 25-F: SR 366 & SR 263, Pensacola, FL | FDOT D3	07/2026
			Western Lake Bridge Replacement, Walton County, FL | FDOT D3	02/2026
Doug Pritchard	Project Manager	75%	Group 25-C: SR 10 (US 90) ITS, Leon County, FL | FDOT D3	08/2025
			Group 25-A: SR 30 DMS, Okaloosa County, FL | FDOT D3	06/2025
			Jericho Road Phase 1, Crestview, FL | Okaloosa County	06/2025
			SR 30 (US 98), Mexico Beach, FL | FDOT D3	04/2026
Stephanie Lindsay	Utility Coordinator	20%	UG Utility Conversion, Destin, FL | City of Destin	06/2026
			UG Utility Conversion, Gulf Breeze, FL | City of Gulf Breeze	07/2025
Dalton Taylor	Senior Inspector	100%	Western Lake Bridge Replacement, Walton County, FL | FDOT D3	12/2025

Projected Workload for Project Managers

Our PMs typically handle two to five projects at any given time, providing a balance between active workload and availability. This manageable portfolio allows them to provide focused attention to each project while maintaining flexibility to adapt to client needs and unforeseen challenges. With several current projects nearing completion, our team is well-positioned to dedicate the necessary time and resources to this project. The table below estimates the manpower needed for both Phase One and Two.

Subconsultants Exceeding 5% of the Work

Utility Consultants of Florida (UCoF), a local firm specializing in utility coordination and underground conversion projects, will undertake more than 5% of the work. Senior Inspector **Jonah Vizaro** will perform inspection support during Phase One, while **Stephanie Lindsay**, who is ***currently managing the City of Destin's FPL Underground Conversion Project***, will offer utility coordination services for both construction phases. Stephanie's established relationships with local utility owners will add value to the Halff team by streamlining communication and coordination.

Projected Project Management Workload

Cross Town Connector Project: Duration 435 Days | Construction Managed Services 20 Months

	2025 (Phase One/Two)						2026 (Phase Two)									
Role/Name	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct
Client Service Manager Eric Rosenstein, PE	0.05	0.05			0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05
Project Manager Doug Pritchard	0.10	0.10	0.10	0.10	0.20	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50
CSS Scott Chastain	0.10	0.10	0.10	0.10	0.10	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25
Senior Inspector Dalton Taylor						0.50	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Senior Inspector Jonah Vizaro		1.00	1.00	1.00	1.00	1.00										
Inspector Christian Ashton							1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	
Utility Coordinator Stephanie Lindsay	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15			
Man Month Total	**0.65**	**1.65**	**1.60**	**1.60**	**1.75**	**2.45**	**2.95**	**2.95**	**2.95**	**2.95**	**2.95**	**2.95**	**2.95**	**2.80**	**2.80**	**1.80**

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4. Project Approach

The City of Destin requires a highly qualified and experienced CEI firm for the Crosstown Connector project and we are excited about the opportunity to partner with you on this important initiative. Our proposal highlights a team with comprehensive expertise across all phases of CEI services, from Phase One through final close-out. We bring a deep understanding of the unique needs and challenges specific to this region, shaped by our longstanding working relationship with Okaloosa County and local utility providers. These established relationships and valuable local insights will be critical to the success of this project. We understand the importance of seamless coordination, proactive communication, and timely execution – and we are ready to deliver. Beyond our technical qualifications, what truly sets us apart is the dedication of our team. You'll find that our staff brings not just knowledge, but genuine passion to every aspect of project delivery. Our commitment is to not only meet your objectives, but to exceed your expectations every step of the way.

PROJECT UNDERSTANDING

The project will be constructed in two phases. Phase One involves the construction of an underground Advanced Drainage System (ADS) stormwater chamber retention system and drainage connections to be let as an independent construction contract. Phase Two will construct an approximately 2,211 LF long two-lane curb and gutter roadway; a roundabout at the intersection of Azalea Drive, Beach Road, and Legion Drive; connections to Sandlewood Court, Anna Street, and Benning Drive; drainage; stormwater ponds; a 10-foot shared-use path, lighting along the entire corridor; signing and pavement markings; and a comprehensive landscaping plan. The Phase One bid advertisement (RFB) is simultaneously advertised along with this request for CEI qualifications (RFQ). It will be imperative that the CEI be under contract quickly and ready to proceed with the services so that construction can commence as expected in June of this year. The Halff team understands and is dedicated to supporting Destin with CEI services for both phases. The entire construction duration is estimated at 435 days, with Phase One work to be completed by the end of 2025 and the commencement of Phase Two to begin by the end of this year.

There are three major drainage areas that will impact the contractor's sequence of operations. These operations will need to be coordinated within the designed traffic control plan (TCP). The first basin includes Azalea Drive from Station 26+36 (begin project) to approximate Station 32+25; Benning Drive from the begin project to end Stations 153+94 to 157+00; and Sandlewood Court. These areas drain to stormwater Pond 1. The work effort to construct the pond may be sequenced along with the implementation of TCP for Phases I (IA, IB, IC) for the aforementioned roadways. The second basin also drains into Pond 1 and includes Azalea Drive (Station 32+25 to 35+75) and the entire Anna Street. The third basin drains into the previously constructed Phase One ADS chambers and includes the entirety of Beach Drive and Legion Drive, as well as the remainder of Azalea Drive/Crosstown Connector to Station 48+47.

Phase One work will be performed between Benning Drive and Beach Drive, and aside from construction equipment, materials, and manpower moving into this site, there will be minimal impacts to the traveling public. Halff has concerns regarding the final dressing and sodding of the completed ADS footprint, as well as the requisite inspections and maintenance of the system during Phase Two construction and before the final acceptance of the entire Crosstown Connector project. These concerns are described below in more detail.

Phase Two construction is broken into three major TCP phases with the majority of the work included in Phases IA, IB, and IC. This work includes the construction of the drainage trunk lines and stormwater Pond 1 and Ponds A and B within the entire Azalea/Crosstown Connector corridor, the widening of Azalea Drive to Benning Drive, the phased widening of Benning Drive, the construction of the new Sandlewood Court and Anna Street connections to the Crosstown Connector, the construction of roadway lighting, new shared-use path, roadway construction through the structural course, signing, pavement markings, and final dressing and grassing. This phase also includes the partial construction of the roundabout at Legion Drive and Beach Drive, as well as the phased widening along Beach Drive and Legion Drive. Phase II involves the remainder of construction for the widening along existing Azalea Drive, Benning Drive, Beach Drive, and Legion Drive, the completion of drainage, and the second phase of roundabout construction. Phase III completes all remaining work, including the roundabout, final dressing and grassing, signing, and the paving of friction course along the entire project. Landscaping work is expected to begin during Phase I and will continue until the end of the project.

The contractor will implement a series of signed detours that will allow the contractor to begin Phases 1A through 1C construction as well as Phase II and III. These detour routes provide through traffic with alternate routes away from the construction while allowing local traffic to egress and ingress into their properties within the work zones. As work progresses and permits, Halff will work with the contractor to safely open these sections of roadway to traffic and allow the contractor to move into subsequent phases of work. Halff expects the contractor to work simultaneously within the three drainage areas to allow concurrent work and overlapping phased construction. Given the contractor resources, overlapping phased construction can reduce the overall contract time and the duration to substantial completion.

PROJECT APPROACH

The Halff team's approach focuses on open communication with all stakeholders, proactively identifying conflicts and issues early, and presenting solutions that confirm the contractor continues to work on critical path items and avoids project delays. In everything Halff does, safety for the public, the contractor, the CEI, and City staff is paramount. One of our top priorities will be to engage directly with the City of Destin's representatives to listen closely, understand what matters most to you, and align our approach with your goals and vision. We recognize the hard work and commitment the City has already invested in bringing this project to life, and we are eager to help carry that momentum forward.

Notably, Eric has worked with **Matt Taylor, PE**, Engineer of Record (EOR), on multiple projects over the past few years. This established collaboration provides a strong foundation for making sure the design intent is clearly understood and fully carried out in the field. Our goal is to work as an extension of your team, with open communication, mutual respect, and shared accountability at every step.

Pre-Construction Phase

In addition to what was identified in the scope of services and within this proposal, Halff's pre-construction services include:

- Inviting and conducting a comprehensive utility coordination meeting that identifies each utility owner and reviews their work plans as outlined in the plans and other contract documents. Though it is recognized that nearly all of the utility impacts will be realized in construction Phase Two, early involvement between the utility owners, CEI, EOR, and the City of Destin has as its goal to produce utility work schedule commitments and identify potential conflicts with the proposed work along with solutions.
- Meeting with the City's Public Information Officer Dr. Tamara Young and the City's Project Manager (PM) to implement a public information plan and determine how PM Doug and his team can best support Dr. Young in conducting public outreach prior to the start of work. Based on our experience with large-scale projects and those in residential areas, clear and direct communication about project impacts will be essential. This project is adjacent to multiple residential neighborhoods, and our experience has taught us that quick and accurate information to the public reduces confusion, keeps the public informed with schedule and milestone events, and promotes positive support for the City. Doug will also provide weekly project summaries and schedule updates to Dr. Young to support her social media efforts, and to the PM to assist with keeping the City updated with project progress.
- Conducting pre-operation meetings with the contractor to review their traffic control and erosion control plans, as well as conducting the required ADS pre-construction meeting with the contractor's ADS representative in attendance. Use of Best Management Practices (BMPs) for erosion control will be critical. All of Halff's proposed staff are certified in the Florida Stormwater Erosion and Sediment Control program. Close cooperation with the contractor to install – and, most importantly, maintain – devices is critical to the project's success. The location of egress and ingress for construction vehicles and the installation of soil tracking devices will be discussed and located. Recognizing that severe rain events can and do happen, our staff understands the positive effects of self-reporting when appropriate and moving rapidly to restore erosive impacts. Halff also recognizes this project will be an "attractive nuisance" to children and others who may have used this ADS chambers pond location as a passive park in the past. Holding a discussion with the contractor about securing the site and work areas to protect the community, along with coordinating with the PM and Police Chief to enhance awareness and increase patrols, will be essential to overall project safety.
- Reviewing the contractor's hours of operation to verify with contract requirements and city ordinances related to noise and permitted construction times. A discussion to adjust working hours to better accommodate local residents may be necessary to maintain the excellent working relationships Halff always strives to maintain between the contractor and stakeholders.

Construction Phase

During the construction phase, Halff's approach utilizes innovative techniques and systems that include our proprietary ***Field Report Application***, designed to streamline the process of creating, managing, and submitting field reports. This digital platform allows users to capture data from the field in real time, verifying accuracy, enhancing efficiency, and allowing for immediate data analysis. Creating a report is simple and includes required fields to confirm comprehensive data is collected. Users can add photos directly to daily reports, providing helpful visual context of work observations. The app allows tracking of submitted reports through the QA/QC process before generating a final report PDF that can be downloaded for off-line use. The app is cloud-based, providing the City's PM and staff with real-time access.



The **Solocator** app is installed on each of our staff's cellular phones. As shown in the image to the left, this app automatically embeds the date, time, GPS location, compass direction, and altitude within the photo's metadata. Information is then directly exported to Google Earth as a .KMZ file.

Halff's **UAS Services (drones)** are used to document project progress and key milestones. Our licensed, in-house drone operator is local and can respond quickly to site needs. The digital aerial photos and videos captured will be valuable resources for Dr. Young in sharing updates with the City, stakeholders, and local media.

Halff's Jericho Road Phase 1 Project
Okaloosa County

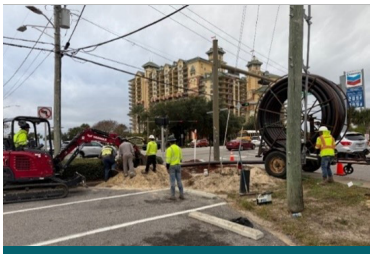


Before Construction



After Construction

Utilities



US 98 at Stahlman Avenue UCoF's Destin UG Project

Utilities can play an incredibly impactful role in projects scheduling and production. Our experience in urban transportation projects requires serious attention to utilities, even when they are identified on the plans to remain. To avoid delays to critical work activities, Doug and Utility Coordinator, **Stephanie Lindsay (UCoF)**, will focus on understanding how existing utility impacts influence the construction sequencing. Our approach emphasizes early alignment – bringing the contractor and utilities together from the start to establish scope, sequencing, and expectations. Stephanie is very familiar with the local utility owners that will be involved in this project, which will streamline communication and coordination from day one. Since utilities can play such an impactful role of the success of a roadway project, her role will provide tangible value, avoiding missteps that can lead to delays, rework, and cost increases. ***Our team's effective planning, clear communication, and proactive engagement sets us apart.*** As part of our early efforts, we have already initiated discussions with utility agencies to understand their current stance and any expected constraints.

Constructability Review

As part of our plans review and site visits, we have identified the following potential constructability issues:

Phase One Constructability Issues

- Egress and ingress to the site of the ADS chamber by construction vehicles, particularly dump trucks hauling in materials (drainage stone, ADS arch chambers) and on site storage of excavated materials.
- Unless the pay item for the LS ADS Chambers includes the excavated material to construct the chambers, the Price Proposal Sheet for Phase One should include item 120-1 Regular Excavation (60K CY +/-). EOR should verify the plan quantity on the summary of earthwork table.
- Plan Sheet 96 (Sediment and Erosion Control Plan) calls out for Pay Item 104-10-3 Sediment Barrier around the perimeter of the ADS work zone. This item is not included in the Price Proposal Sheet.
- MOT Pay Items 102-60, 102-74-1, and 102-115 should be included in the Price Proposal Sheet to allow the contractor to install advanced warning signs, any necessary barricades, and Type III barricades with "Road Closed" signs attached.

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- The limits of clearing and grubbing (and by extension, the ADS Chamber work zone) should be defined to allow a quantity for the contractor to bid. A general note can be added that permits the contractor to extend outside the limits as part of their means and methods at no additional cost to the City.
- The EOR should consider increasing the plan quantity for Pay Item 430-174-118 to allow for stubbing out of S-304 towards S-302.
- The Price Proposal Sheet includes Pay Item 570-1-2 Performance Turf, Sod. Plan notes should define it as bermuda grass as stated in the Landscape Plans. Also, clarity is needed to define the responsible party for maintaining the condition of the sodded area if Phase One is accepted and a different contractor builds Phase Two.
- Receiving from the contractor their haul route and generating pre-construction video and digital photos of existing conditions of the roadways.
- Receiving and reviewing the ADS materials early (e.g. submittal of shop drawings). The City will ultimately be responsible for maintenance and inspection of this system. Warranty and maintenance during construction of Phase Two will need to be discussed with the City as the Phase Two contractor may not be the Phase One contractor.

Phase Two Constructability Issues

- Plans call for 6-inch concrete for the 10-foot-wide shared-use path. Based on historical average prices, it may be less expensive to construct the path with 12-inch Type B stabilization, OBG 04, and 1 ½-inch SP TL-B. This option may also reduce long-term maintenance costs.
- Plan Sheet 36 incorrectly labels Structure S-121 (Plan Sheet 19).
- Summary of Quantities Sheet (Earthwork) appears to be in error for regular excavation Ponds. Pond 1 excavation is 6,000 CY +/-. The EOR should review.
- Utility relocation plans indicate nearly all existing utilities to remain in place.
- A review of the drainage structure plans shows:
  - S-104 adjacent to existing Okaloosa Gas and buried fiber optic cable (BFOC).
  - S-121 Manhole 18-inch pipe to S-120 placed directly below existing sanitary sewer. This structure is critical to connect the drainage from Azalea Drive and Benning Drive to stormwater Pond 1.
  - S-114 is adjacent to buried electric, water main, and buried TV cable.
  - S-507 to S-508 is shown to be in conflict with water main.
  - 18-inch pipe from S-507 is shown to be in conflict with water main.
  - Structure EX-4 is shown to be in conflict with sanitary sewer.
  - 18-inch pipe from S-117 to S-116 is shown to be conflict with sanitary sewer.
  - Structure S-118 is shown to be in conflict with buried TV cable.
  - 18-inch pipe from S-120 to S-121 is shown to be in conflict with BFOC.
  - 18-inch pipe from S-204 to S-200 is shown to be in conflict with two sanitary sewer lines.
  - S-204 is shown to be in conflict with buried TV cable.
  - 18-inch pipe from structure S-414 to S-415 is shown to be in conflict with water main.
- During the Pre-Bid Meeting, the EOR stated the Phase One excavated materials will remain on site. Phase One and Two are excess projects and the Phase Two contractor will be responsible for hauling off this material. If the City chooses to keep excess excavated material, an off-site storage area and advisory plan note may be needed.
- The Plans and any TSP for the ADS chambers should clearly state that all excavated material is included in the LS cost.

Landscaping & Irrigation

- The CEI, contractor, EOR, and City PM should begin collaborating immediately to avoid delays and reduce RFIs and potential change orders. Identification of key details (minimum system pressure, water tie-in locations, controller placement, permits, and service agreements for electric connection to FPL) should be defined early. The City is encouraged to provide contacts for water and electric services to support coordination with the irrigation designer. If the City has preferred materials or system components (e.g., sprinkler heads, controllers), the EOR should include those preferences in the plan notes prior to bid.
- Properly locating and sizing irrigation sleeves will be critical so the contractor can install them in alignment with their schedule. This work is typically accomplished after storm drainage installation and concurrently with other underground facilities, such as the lighting conduit installation and prior to construction of the base, curbs, and pavements. The team will prioritize avoiding directional boring of these sleeves to prevent rework.

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- The plans do not include any planting details, such as staking and bracing details.
- Little Gem Magnolias have been found to be stubborn growers with low survivability rates. The EOR may wish to consider an alternative species.
- Plan Sheet LD-7 shows Saw Palmettos planted in the maintenance berm. Consider moving all materials off of the maintenance berm.
- The EOR should consider planting the Redbuds in areas that are not exposed to full sun.
- The planting within the ADS Chamber site shown on Plan Sheets LD-08 and LD-09 may need modifications to help prevent future maintenance issues, such as species swap, over-excavation in tree planting areas, installation of root barriers, etc.

Local Agency Program (LAP) Compliance Requirements

The Halff team offers decades of experience working on federally funded projects and meeting both FDOT and FHWA requirements. Our team is experienced and proficient at fulfilling all Resident Compliance Specialist (RCS) duties, including monitoring the contractor for compliance with Equal Employment Opportunity (EEO) and Affirmative Action (AA), Disadvantaged Business Enterprise (DBE), On-The-Job Training (OJT), and Federal Wage Rate Provisions (Davis Bacon Act) requirements. We routinely confirm that the requirements of the LAP Agreement are followed and monitor contract compliance with the LAP Agreement guidelines. A LAP EEO script is maintained with all updates to the compliance program and discussed in detail at the Pre-Construction Conference. **Robbin Moody** is an FDOT qualified RCS and is currently working with Doug on the Jericho Road project and with Eric on our ongoing Leon County Local Agency Program (LAP) project, providing EEO and Davis Bacon Act Compliance services. Robbin will perform the Construction Contract Compliance Administration (CCCA) field office reviews using the CCCA Review checklist, issue non-compliance notices, maintain payroll and labor interview files, maintain any OJT Training Program files, monitor the EEO Tracking spreadsheet, interview training candidates, provide timely submission of the Monthly Time Reports, and verify the Monthly Time Reports against payrolls while reporting inconsistencies, and converting documents into hard file as submittals to the City with final documents. Our contract compliance services will begin prior to the Pre-Construction Conference and continue through the successful completion of the project. Robbin is also experienced in using the Grant Application Process (GAP) system, performing this function on our ongoing LAP project for Leon County.

Delivering On Time & On Budget

As the City's CEI consultant, Halff understands the importance of working closely with both the City and the contractor to complete this project on time and within the established budget. To support this goal, the Halff team will proactively identify potential issues early and offer creative, innovative solutions to eliminate obstacles that could impact the contractor's schedule/operations. We accomplish this by:

- Performing thorough and persistent constructability reviews, before construction and during construction.
- Providing utility coordination expertise to identify and resolve conflicts that benefit the project and reduce or eliminate delays to the contractor's critical path.
- Maintaining open, fair, and clear communication between the CEI, contractor, and City of Destin PM.
- Working closely with the City's Public Information Officer, Dr. Tamara Young, to provide timely and accurate information to keep the City and public informed of major work activities, lane closures, and milestone events.
- Utilizing Eric and Doug's expertise in reviewing and updating CPM schedules with Primavera P-6 software. Our team will work closely with the contractor during schedule updates to identify and seize opportunities that can help accelerate progress toward substantial completion.
- Identifying milestone events from the contractor's submitted baseline schedule and work tirelessly to give the contractor every opportunity to meet or get ahead of each milestone event.

Staffing Plan & Experience

The predominant goal for the Halff team will be to deliver the Crosstown Connector project on time and within budget. Each task will be negotiated based on an agreed fee schedule and negotiated services required for each task. The manpower estimate for each task will then be negotiated along with expenses (limiting amount not to exceed contract) or the City and Halff may agree to a lump sum fee for each task. Client Service Manager **Eric Rosenstein, PE,** will be the designated point of contact for all contractual issues.

Leading the team will be **Doug Prichard**, a local resident and our proposed PM. Doug's experience includes over 34 years providing CEI services primarily in the Florida Panhandle. Between 2020 to 2022, Doug served as the Walton County Project Administrator/ADA Coordinator, providing him with a

unique understanding and perspective of the needs of our local agencies. Doug will be transitioning from leading the Halff team on the Jericho Road Phase 1 construction for Okaloosa County, scheduled for completion in June 2025.

Eric and Doug have visited the project site and reviewed the plans and documents. In addition, they attended the Construction Pre-Bid Meeting on May 21st and have established working relationships with each of the contractors who attended.

The proposed Halff team brings recent experience working with **Michelle Gartman** and **Roy Petrey, PE**, of Okaloosa County on the soon to be completed Jericho Road Phase 1 project, enabling a smooth transition to this project. The City will benefit from Halff's local, hands-on team – including management, inspection staff, and our materials verification testing subconsultant, **UES –** who have successfully collaborated on past projects. Our team is further strengthened by subconsultant **UCoF,** who is currently supporting the City on a utility underground conversion project. UCoF will provide experienced utility and drainage Senior Inspector, **Jonah Vizaro**, for Phase One and **Stephanie Lindsay** for utility coordination for both Phase One and Phase Two. **Poole Engineering & Surveying** will supplement our staff by conducting pre-construction and-post construction surveys Senior Inspector **Dalton Taylor** brings the field expertise and practical knowledge needed to make informed on-site decisions while keeping management fully informed. In addition, ***all of our field staff have FDOT CTQP qualifications*** relative to the work they will be inspecting. If funding includes federal dollars, Halff is pre-qualified with FDOT in the following CEI work groups: 10.1 Roadway Construction Engineering Inspection, 10.3 Construction Materials Inspection, and 10.4 Minor Bridge and Miscellaneous Structures.

An example of a proactive, solution-oriented approach led by Doug is the upcoming PJ Adams Turn Lane Project at SR 85, where Halff is providing CEI services for Okaloosa County. During our on-site review of the project and plans, Doug identified potential utility conflicts that could impact the schedule. Working with the EOR, the Halff team reached out to the utility providers on the project. Doug successfully organized on-site utility meetings, resulting in a more detailed utility relocation schedule – developed even though construction has not started. The schedule below illustrates Doug's efforts to secure early relocation commitments, helping to prevent delays during construction.

Status	Utility		Planned work summary	Predecessor	Duration	Const Start
Complete	Okaloosa County W&S		8' inside ROW & FPL; Complete pre-construction. Relocation complete.	Stake ROW	5 days	
Underway	City of Crestview Water & Sewer		5' inside ROW & FPL; Complete pre-construction	Stake ROW	10 days	
Pending	Florida Power & Light (FPL)	Jeremy Coon	0' to 2' inside ROW	C&G	45 days	
Pending	Uniti (Southern Light)	Kyle Hill	Top line on Power Poles starting at NW corner of PJ & SR85 intersection and continuing south in west SR 85 RW; To relocate existing OH on new FPL poles.	FPL relocation	5 days	
Pending URGENT	Cox	Dave Allyn	Verify sufficent slack - URGENT	FPL pole relocation; Uniti relocation	10 days w/ slack; 60 days w/o	
Underway	Lumen (Century Link)	Robert Marks/ WC Keys	New Bore for relocate; FDOT permit approved; County permit approved - work underway	None - can be done pre-construction	10 days	
No impact	ATT Florida	Tom Manning	Locate and protect; Lines on south side of PJ	N/A	N/A	
No impact	ATT Transmission	Micheal Gamboa	East side at Drilled Shaft Foundation; Locate and Protect - vertical markers in place to protect edge of existing line	N/A	N/A	
No impact	Okaloosa Gas	Shawn Croft	Locate and protect; Representative to be on-site	N/A	N/A	

5. References – Past Performance



FDOT District Three

Ben Bell | Project Manager
850.836.5751 (Office)
Ben.Bell@dot.state.fl.us
1723 Sunrise Circle
Ponce De Leon, FL 32455

Projects | Dates of Services:
CEI Group 24-A | November 2023 – Present
CEI Group 23-J | June 2023 – November 2024

Key Project Members:
Eric Rosenstein, Doug Pritchard, Scott Chastain, Robbin Moody, Dalton Taylor, Christian Ashton

CEI Group 24-A: Halff is providing CEI services for three separate projects under one contract: the bridge replacement of CR 30A over Western Lake, the bridge rehabilitation of SR 293 over Choctawhatchee Bay, and the installation of the SR 30 Emerald Bay Parkway arterial dynamic message signs (DMSs). The new CR 30A bridge is approximately 1,426 feet in length and involves shifting the alignment approximately 20 feet to the south. The SR 293 bridge rehabilitation encompasses repairs to the deck, superstructure, and substructure elements to increase it's National Bridge Inventory Condition and Sufficiency Ratings for safety and longevity of the bridge. The SR 30 project consists of installing two DMSs and pan/tilt/zoom (PTZ) cameras.

CEI Group 23-J: Halff provided CEI services for two projects under one contract for the resurfacing of nearly 16 miles of SR 2 from Choctawhatchee River Bridge to CR 177 and SR 2 from Ten Mile Creek to Jackson County Line in Holmes County. Other scope items included overbuild for cross slope correction within both segments; Little Creek box culvert rail replacement; cross drains and headwall/endwall replacements, including triple 48-inch reinforced concrete pipe (RCP) extensions; concrete ditch lining; inlet and mitered end section (MES) replacements; guardrail replacement; loop and sensor replacements for the telemetered traffic monitoring site (TTMS); and signing and pavement markings.



Okaloosa County

Roy Petrey, PE | Engineering Manager
850.423.4854 (Office) | 850.803.8200 (Mobile)
rpetrey@myokaloosa.com
1759 South Ferdon Boulevard
Crestview, FL 32536

Project | Date of Service:
Jericho Road Phase 1 | December 2024 – May 2025

Key Project Members:
Eric Rosenstein, Doug Pritchard, Scott Chastain, Robbin Moody, Christian Ashton, Subconsultant: Universal Engineering Sciences (UES)

Halff provided CEI services for the Jericho Road improvements to "unlock" approximately 1,600 acres, including 588 acres of prime county-owned industrial property. The project included earthwork, clearing and grubbing, temporary and permanent erosion control, construction of stormwater management facilities, relocating and installing fiber optic cable (by others), paving approximately 2,700 LF of roadway entrance, pavement markings and signage of roadway, and utility relocations. This project also included widening and adding signalization to the existing Florida Gulf and Atlantic (FGA) railroad crossing.

6. Submittal of General Information and Procurement Forms/Documents

halff

6. Submittal of General Information and Procurement Forms/Documents

RESPONDENT **ACKNOWLEDGEMENT**

Submit RFQ's To: City of Destin
CITY CLERK'S OFFICE
4200 Indian Bayou Trail
Destin, Florida 32541
Telephone: (850) 837-4242

RFQ Title: CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR THE CROSSTOWN CONNECTOR PROJECT

RFQ Number: 25-06-CD

RFQ Received By: **June 9, 2025, NO LATER THAN 1:00 P.M. (CT)**

RFQ's will be publicly opened and recorded for acknowledgement of receipt in the City Hall Boardroom, unless specified otherwise, on: **June 9, 2025, no later than 1:00 P.M. (CT)** and may not be withdrawn within ninety (90) days after such date and time.

Name of Vendor: Halff Associates, Inc.

Federal I.D. Number: 75-1308699

A Corporation of the State of: Texas

Area Code: 850 Telephone Number: 596.8081

Area Code: 850 Fax Number: 681.3600

Mailing Address: 924 North Ferdon Blvd.

City/State/Zip: Crestview, FL 32536

Vendor Mailing Date: 06/06/2025

Authorized Signature

Bryant King, PE

Name Typed

THIS PAGE MUST BE SUBMITTED FOR RESPONSE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

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A D D E N D A

CITY OF DESTIN
FLORIDA

RFQ TITLE: **RFQ No. 25-06-CD, CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR THE CROSSTOWN CONNECTOR PROJECT**

RESPONDENT: Halff Associates, Inc.

DATE SUBMITTED: 06/06/2025

We propose and agree, if this submittal is accepted, to contract with the City of Destin, in the Contract Form, to furnish all material, equipment, machinery, tools, apparatus, means of transportation, construction, coordination, labor and services necessary to complete/provide the work specified by the Contract documents.

Having studied the documents prepared by:

CITY OF DESTIN

We propose to perform the work of this Project according to the Contract documents and the following addenda which we have received:

ADDENDUM NO.	DATE	ADDENDUM No.	DATE
No. 1	5/27/2025		

☐ **NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS BID**

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BE CONSIDERED COMPLETE AND ACCEPTABLE

END OF ADDENDUM NO. 1

A copy of Addendum No. 1 signed and acknowledged shall precede the mandatory information required in the subject RFQ.

Receipt of Addendum No. 1 is hereby acknowledged:

Bryant King, PE
Print Name


Signature

05/27/2025
Date

CITY OF DESTIN, FLORIDA

REQUEST FOR QUALIFICATIONS (RFQ) NO. 25-06-CD
"CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR THE CROSSTOWN CONNECTOR PROJECT
FOR THE CITY OF DESTIN"

DRUG-FREE WORKPLACE CERTIFICATION

The below signed Bidder certifies that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection 1.

4. In the statement specified in subsection 1., notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation occurring in the workplace no later than five (5) working days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I certify that this firm complies fully with the above drug-free workplace requirements.

COMPANY: Halff Associates, Inc.

ADDRESS: 924 North Ferdon Blvd.

CITY: Crestview STATE: FL ZIP CODE: 32536

TELEPHONE NUMBER: 850.848.9436

SIGNATURE: _____ DATE: 06/06/2025

NAME (TYPED OR PRINTED): Bryant King, PE

TITLE: Vice President

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BE CONSIDERED COMPLETE AND ACCEPTABLE

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CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR THE CROSSTOWN CONNECTOR PROJECT SCHEDULE OF SUB-CONSULTANTS

The Undersigned Consultant proposes the following major sub-consultant(s) for the major areas of work for the Project. The Bidder is further notified that all sub-consultants shall be properly licensed, bondable and shall be required to furnish the City with a Certificate of Insurance in accordance with the contract general conditions. This page may be reproduced for listing additional sub- consultant(s), if required.

Name of Sub- Consultant	Address of Sub-Consultant	License No.:	Task	
Utility Consultants of Florida	225 Main Street, Suite 7D Destin, FL 32541	FL 34691	Utility Coordination & Inspection	
Universal Engineering Sciences, Inc.	1985 Cope Lane Pensacola, FL 32526	PG 408	Materials Verification Testing	
Poole Engineering & Surveying, Inc.	2145 Delta Blvd., Suite 100 Tallahassee, FL 32303	FL 6246	Survey	

Signature_____ Date: 06/06/2025

Title/Company Vice President | Halff Associates, Inc.

The City reserves the right to reject any sub- consultant(s) who has previously failed in the proper performance of an award, or failed to deliver on time contracts in a similar nature, or who is not responsible(financial capability, lack of resources, etc.) to perform under this award. The City reserves the right to inspect all facilities of any sub- consultant(s) in order to make a determination as to the foregoing.

THIS PAGE MUST BE SUBMITTED FOR RESPONSE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/20/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Edgewood Partners Insurance Agency 3780 Mansell Rd. Suite 370 Alpharetta GA 30022	**CONTACT NAME:** Rebecca Egan **PHONE (A/C, No, Ext):** 770-552-4225 **FAX (A/C, No):** **E-MAIL ADDRESS:** greylingcerts@greyling.com
INSURED HALFF Halff Associates, Inc. 1201 N. Bowser Richardson TX 75081	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** National Union Fire Ins Co of Pittsburg — 19445 **INSURER B :** The Continental Insurance Company — 35289 **INSURER C :** New Hampshire Insurance Company — 23841 **INSURER D :** Allied World Surplus Lines Insurance Co — 24319 **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 183186228 **REVISION NUMBER:** 24-25

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			GL5856923	8/1/2024	8/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 2,000,000 $ 500,000 $ 25,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			CA5717893	8/1/2024	8/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 2,000,000 $ $ $ $
B	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 10,000			7034027549	8/1/2024	8/1/2025	EACH OCCURRENCE AGGREGATE 	$ 5,000,000 $ 5,000,000 $
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC014195843	8/1/2024	8/1/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 2,000,000 $ 2,000,000 $ 2,000,000
D	Prof Liability incl. Pollution			03113813	8/1/2024	8/1/2025	Per Claim Aggregate	$1,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
When certificate holder is shown, that certificate holder can be named as an Additional Insured on a primary and non-contributory basis with respects to General Liability and Automobile Liability, as required by written contract. A waiver of subrogation also applies as required by written contract. Umbrella policy follows Auto and General Liability policies.

CERTIFICATE HOLDER

Sample Certificate

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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CITY OF DESTIN, FLORIDA

REQUEST FOR QUALIFICATIONS (RFQ) NO. 25-06-CD
"CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR THE CROSSTOWN CONNECTOR PROJECT
FOR THE CITY OF DESTIN"

SWORN STATEMENT UNDER SECTION 287.133 (3) (A)
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract RFQ No. 25-06-CD Construction Engineering and Inspection Services for the Crosstown Connector Project

2. This sworn statement is submitted by
Halff Associates, Inc.
whose business address is 924 North Ferdon Blvd., Crestview FL 32536
and (if applicable) Federal Employer Identification Number (FEIN) is
75-1308699 (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

3. My name is Bryant King, PE and my relationship to the entity named above is Vice President

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g). Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(1)(b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime; or

2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in

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the management of an affiliate. The ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active n management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

__X__Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

____The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. (please attach a copy of the final order)

____The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted vendor list. (please attach a copy of the final order)

_____The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by, or pending with, the Department of General Services.)

(Signature) 06/06/2025
Date:

STATE OF Florida
COUNTY OF Leon

The foregoing instrument was acknowledged before me by means of physical presence ✓ or online notarization __, this 29 day of May, 2025,

By: Lisa Fricchione
(Print name)

Personally known ✓ ____ OR Produced Identification_____

Lisa Fricchione Seal:
Notary Signature

LISA FRICCHIONE
MY COMMISSION # HH 534353
EXPIRES: June 16, 2028

32 | Page

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CITY OF DESTIN, FLORIDA
REQUEST FOR QUALIFICATIONS (RFQ) NO. 25-06-CD
"CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR THE CROSSTOWN CONNECTOR PROJECT
FOR THE CITY OF DESTIN"

CONFLICT OF INTEREST DISCLOSURE FORM

Does any City employee acting as a purchasing agent, or City public officer acting in official or private capacity or his/her spouse, or child own more that 5% of the bidder/proposer's interest?

YES_____ NO__X__

Does any City employee acting as a purchasing agent, or City public officer acting in official or private capacity hold any employment or contract with the bidder/proposer?

YES_____ NO__X__

If either question number 1 or 2 above has been answered YES, does the bidder/proposer assert any exemptions related to prohibited employment & business relationships?

YES_____ NO__N/A__

If YES, please describe:

FIRM NAME: Halff Associates, Inc.

BY (PRINTED): Bryant King, PE

BY (SIGNATURE): 

TITLE: Vice President

ADDRESS 924 North Ferdon Blvd.

Crestview, FL 32536

PHONE NO. 850.848.9436

E-MAIL bking@halff.com

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CITY OF DESTIN, FLORIDA

REQUEST FOR QUALIFICATIONS (RFQ) NO. 25-06-CD
"CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR THE CROSSTOWN CONNECTOR PROJECT
FOR THE CITY OF DESTIN"

LIABILITY & INDEMNIFICATION FORM

To the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless CITY, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of this Agreement.

Halff Associates, Inc. CONSULTANT's Company Name	 Authorized Signature – Manual
924 North Ferdon Blvd. Crestview, FL 32536 Physical Address	Bryant King, PE Authorized Signature – Typed
924 North Ferdon Blvd. Crestview, FL 32536 Mailing Address	Vice President Title
850.724.3992 Phone Number	850.681.3600 FAX Number
850.528.1044 Cellular Number	850.596.8081 After-Hours Number(s)
bking@halff.com Email address	06/06/2025 DATE

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CITY OF DESTIN, FLORIDA

REQUEST FOR QUALIFICATION (RFQ) NO. 25-06-CD
"CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR THE CROSSTOWN CONNECTOR PROJECT
FOR THE CITY OF DESTIN"

CERTIFICATION OF INDEPENDENCE AND NO CONFLICT OF INTEREST

By submitting a proposal in response to the REQUEST FOR QUALIFICATIONS for RFQ No. 25-06-CD. – CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR THE CROSSTOWN CONNECTOR PROJECT FOR THE CITY OF DESTIN, the undersigned certifies the following:

1. The proposal has been developed independently, without consultation, communication or agreement with any employee or consultant to the City who has worked on the development of this RFQ, or with any person serving as a member of the evaluation committee.

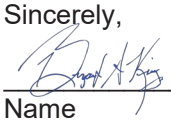
2. The proposal has been developed independently, without consultation, communication or agreement with any other firm or parties for the purpose of restricting competition.

3. Unless otherwise required by law, the information found in the proposal has not been knowingly disclosed and will not be knowingly disclosed prior to the award of the contract, directly or indirectly, to any other firm.

4. No attempt has been made or will be made by (Name of Firm) to induce any other firm to submit or not to submit a proposal for the purpose of restricting competition.

5. No relationship exists or will exist during the contract period between (Name of Firm) and the City that interferes with fair competition or is a conflict of interest.

Sincerely,



Vice President

Name Title

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ANTI-HUMAN TRAFFICKING AFFIDAVIT

DIRECTIONS: *All nongovernmental entities that are or potentially will be contracting, renewing or extending contracts with the City of Destin must have an officer or representative fully execute this affidavit. Note, this is a mandatory requirement of s 787.06(13), Florida Statutes effective July 1, 2024.*

I Bryant King, PE (insert name) as Vice President (insert title) on behalf of Halff Associates, Inc. (insert entity name) under penalty of perjury hereby attest as follows:

1. I am over 21 years of age and have personal knowledge of the matters set forth in this affidavit.
2. Halff Associates, Inc. (insert entity name) does not use coercion for labor or services as defined in s. 787.06(2)(a), Florida Statutes.
3. More particularly, Halff Associates, Inc. (insert entity name) does not participate in any of the following actions:
    a. Using or threatening to use physical force against any person;
    b. Restraining, isolating or confining or threatening to restrain, isolate or confine any person without lawful authority and against her or his will;
    c. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of the labor or services are not respectively limited and defined;
    d. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
    e. Causing or threatening to cause financial harm to any person;
    f. Enticing or luring any person by fraud or deceit; or
    g. Providing a controlled substance as outlined in Schedule I or Schedule II of s. 893.03, Florida Statutes to any person for the purpose of exploitation of that person.

FURTHER AFFIANT SAYETH NAUGHT.

Printed Name: Bryant King, PE
Title: Vice President
Nongovernmental entity: Halff Associates, Inc.
Date: 06/06/2025

STATE OF Florida
COUNTY OF Leon

SWORN TO AND SUBSCRIBED before me ✓ in person or ____ remote notarization by Bryant King as Vice President on behalf of Halff Associates Inc., who is personally known to me or who produced _____ as identification this 29 day of May, 2025.

Notary Public

(Notary Seal)

LISA FRICCHIONE
MY COMMISSION # HH 534353
EXPIRES: June 16, 2028

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CORPORATE AUTHORIZATION AND DELEGATION OF AUTHORITY

I, Jill S. Martin, the undersigned being the Corporate Secretary of Halff Associates, Inc. (the "Corporation") do hereby certify that at the Corporation's Board of Directors (the "Board") meeting held on the 18th day of February 2025 was present and acting throughout a quorum authorized to transact the business hereinafter described, the proceedings of said meeting were in accordance with the charter and bylaws of said Corporation, and this resolution has not been amended or revoked and is in full force and effect.

Resolved, that the individuals named herein were presented to the Board and are hereby authorized and empowered to sign any and all documents on behalf of said Corporation, and to take such steps and do such other acts and things as in his or her judgment may be necessary, appropriate or desirable in connection with any offer extended, proposal submitted, or contract entered into (title as noted):

Ahmad, Jibrael (VP)
Aillet, Brandon (VP)
Amoako-Atta, Samuel (VP)
Anderson, Craig (SVP)
Anderson, Emily (VP)
Andricopoulos, John (AVP)
Angerosa, Matt (VP)
Arbuckle, Sr., James (SVP)
Arguello, Javier (VP)
Atkinson, Erin (SVP)
Baker Daily, Jessica (CEO)
Balli, Bobby (VP)
Barbier, Michael (VP)
Barker, Kody (AVP)
Barr, James (VP)
Bean, Jonathan (VP)
Becker, Brian (VP)
Benavides, Gabriel (VP)
Bertram, Shawn (SVP)
Binkowski, Brian (AVP)
Booth, Duane (VP)
Boulicault, Kent (VP)
Brisendine, Travis (VP)
Brown, Julian (AVP)
Bucchin, Matthew (SVP)
Bullion, Miles (SVP)
Burkett, David (VP)
Caldwell, Joni (VP)
Cao, Thang (AVP)
Caron, Chris (VP)
Carpenter, Greg (SVP)
Carrillo, James (VP)
Charnas, Nick (VP)
Chavchalov, Drew (VP)
Chin, Johnnie (AVP)
Chovan, Dennis (VP)
Christiansen, Eric (AVP)
Clayton, Johnny (VP)
Cleavelin, Melanie (VP)
Clint, John (VP)
Coffin, Garrett (VP)
Collins, Casey (AVP)
Connolly, Gini (VP)
Conquest, John (AVP)
Cooper, Aaron (AVP)
Coyer, David (VP)
Craig, Matthew (SVP)
Crain, Michael (VP)
Cranston, Shaun (SVP)
Crawford, Stephen (VP)
Daniel, Lynn (VP)
Davidson, Angela (VP)
Deal, Matt (VP)
Delgado, Jose (SVP)
Delmotte, Ryan (VP)
Diamond, Jason (VP)
Diaz, Marcos (VP)
Dorman, Troy (VP)
Droptini, Sean (VP)
Easley, Paul (VP)
Edwards, Robert (VP)
Ellison, Jeremy (VP)
Endsley, RJ (VP)
Engelhardt, Cindy (SVP)
Epperly, Marc (VP)
Ern, Rob (VP)
Forester, Tracy (VP)
Foy, Patrick (VP)
Franz, Dan (VP)
French, Sherri (SVP)
Garcia, Raul (VP)
Gaylord, Robert (VP)
Gibson, Russell (VP)
Gonzalez, Juan (AVP)
Gossett, Robert (VP)
Griffin, Stephanie (VP)
Haar, Dennis (VP)
Harmon, Jeffrey (VP)
Harris, Heather (AVP)
Hatefi, Ali (VP)
Hausenfluke, Jodi (SVP)
Hays, Jacob (VP)
Heath, Todd (VP)
Hein, Levi (AVP)
Hemenes, James (VP)
Herolt, Edward (SVP)
Hicks, William (SVP)
Hinojosa, Samuel (VP)
Hiott, Chuck (VP)
Hodge, Cody (AVP)
Holeman, Chris (AVP)
Hollis, Leigh (SVP)
Holm, Michael (VP)
Hong, Chong (AVP)
Horsey, Sally (VP)
Hoyles, Adam (AVP)
Hudder, Gary (VP)
Hughes, Lenny (VP)
Hunter, Lauren (SVP)
Hutcheson, David (SVP)
Ickert, Andrew (SVP)
Jackson, Todd (COO)
Janicki, Mark (VP)
Kalogirou, Vasileios (VP)
King, Bryant (VP)
King, Ron (VP)
Kisiel, James (AVP)
LaFoy, Brian (VP)
LaFoy, Jenny (AVP)
Lahav, Sean (AVP)
LeBlanc, Kristin (AVP)
Lentz, Christian (VP)
Lewis, Ryan (VP)
Littleton, Brandyn (VP)
Littleton, David (VP)
Llewellyn, Jr., Mark (SVP)
Llewellyn, Sr., Mark (EVP)
Logan, Josh (VP)
Loretta, Joe (VP)
Maddox, Jordan (VP)
Marlar, Mike (VP)
Martin, Jill (SVP, CS)
Marusak, Russell (AVP)
Maske, Craig (VP)
Maurer, Brian (VP)
May, Carolyn (VP)
McGahan, Jeremy (VP)
McGahey, Ben (VP)
McLeod, Lance (VP)
Medford, Michael (VP)
Miller, Jim (AVP)
Miller, Steven (CSO)
Moran, Trey (VP)
Morton, Lee (AVP)
Mosier, Cindy (SVP)
Moya, Michael (SVP)
Mueller, Charles (SVP)
Muntean, David (AVP)
Murray, III, Menton (SVP)
Nagy, Jeff (VP)
Nell, Brian (VP)
Neuschafer, Mark (VP)
Nevitt, Susie (VP)
Newberry, Amanda (AVP)
Nguyen, Long (VP)
Nordstrom, Erika (AVP)
Nosek, Bogumil (AVP)
Orem, Chris (VP)
Overbey, Jarred (VP)
Parker, Kevan (VP)
Pembroke, William (VP)
Perez, Tomas (AVP)
Petrich, Joseph (VP)
Pifer, Ashley (VP)
Pittman, Michael (AVP)
Pittman, Dayna (SVP)
Powell, Wade (VP)
Prewitt, Ben (AVP)
Pylant, Benjamin (CPO)
Range-Pendell, Elizabeth (AVP)
Ratzman, Eric (VP)
Renteria-Compian, Nelda (AVP)
Richard, Brant (VP)
Rosenstein, Eric (AVP)
Rouvaldt, Cara (AVP)
Rushing, Scott (VP)
Saenz, Robert (VP)
Sagel, Joseph (CFO)
Sanders, Drew (AVP)
Sartori, Tony (VP)
Satagaj, Brian (AVP)
Satre, Dennis (VP)
Scheffer, Jason (VP)
Scholz, Robert (VP)
Scott, Clay (VP)
Scullion, Michael (AVP)
Shafer, Andrew (VP)
Shanks, James (VP)
Shipley, Greg (VP)
Shy, Jacob (VP)
Simon, Guillermo (VP)
Smith, David (VP)
Smith, Ryan (VP)
Spann, Maxwell (AVP)
Steffen, Martin (AVP)
Stephens, Ben (AVP)
Stoppelmoor, Richard (AVP)
Swope, Bill (AVP)
Taylor, Marcus (AVP)
Thornton, Kyle (VP)
Thornton, Jon (AVP)
Tobias, Brett (AVP)
Tong, Lei (VP)
Torres, Ernest (VP)
Troilo, Mark (VP)
Vega, Ronaldo (VP)
Venvell, Mark (VP)
Vester, Cameron (AVP)
Vickery, DeeAnne (VP)
Vines, Brian (VP)
Warfield, Dan (SVP)
Wary, John (VP)
West, John (VP)
White, Willis (VP)
Woodson, Todd (VP)
Young, Elizabeth (VP)
Young, Jack (VP)

Witness my hand and seal of the corporation this 18th day of February 2025.

Corporate Secretary

City of Destin, Florida
Construction Engineering Inspection (CEI) Services
RFQ 25-06-CD
Respondent's Qualification Statement

Litigation Disclosure
Halff Associates, Inc.

CONFIDENTIAL & EXEMPT

23 May 2025

Questions:

Question 8. Have you ever failed to complete any work awarded to you? If so, state when, where and why.

Question 20. List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Respondent or its predecessor organization(s) during the last five (5) years. The list shall include all case names, case arbitration or hearing identification numbers, the name of the project which the dispute arose, and a description of the subject matter of the dispute.

Question 21. List and describe all criminal proceedings or hearings concerning business related offenses to which the Respondent, its principals or officers or predecessors' organization(s) were defendants.

Response:

CONFIDENTIAL – For Internal CITY OF DESTIN, FLORIDA Use Only – Not For Disclosure Any And All Exceptions, Protections Under Applicable Open Records Laws and The Freedom Of Information Act Are Claimed by Halff.

Question 8

As to whether Halff has ever failed to complete a contract or work awarded, Halff employs more than 1,450 people in 32 office locations (Texas, Florida, Oklahoma, Arkansas, and Louisiana) and is engaged in over 3,500 active projects at any given time. On rare occasions, projects are canceled for a variety of reasons, including lack of funding, client decisions that lead to ceasing pursuit of a project and/or change the direction of a project, among others. Halff certifies that it has never failed to complete a contract, project, or awarded work with the City of Destin.

Question 20

Due to Halff's size, the number and complexity of the projects that Halff is involved with, and the heightened litigious nature of our society, Halff occasionally becomes involved in legal proceedings.

Halff was, or is currently a party, in the following project-related civil cases with other clients within the past five (5) years:

1. *Y.C. Partners Ltd d/b/a Yantis Company v. The City of New Braunfels v. Halff Associates, Inc.*, C2014-0522A, District Court of Comal County, Texas, 22nd Judicial District – PENDING – Yantis (the City's contractor) sued the City for failure to pay monies allegedly owed after the Contractor failed to follow proper protocols and not following the approved design. The City cross-claimed against Halff after the Contractor/ Plaintiff alleged that its failures related to design defects. Monetary claim amount to be determined.
2. *Pharr-San Juan-Alamo ISD v. D. Wilson Construction Co. et al*, 2021 003006, DC 430th Judicial District, Hidalgo County, Texas – PENDING – PSJA ISD alleges design issues related to the HVAC system installed in an elementary school. Monetary claim amount to be determined.
3. *Village Real Estate LLC v. Ziegler-Cooper, Inc. Savills Inc. F/K/A/ Savills Studley, Inc., Seawood Builders, LLC, Halff Associates, Inc., and Permit-Expediters Inc.,* 2023 22283, 55th Judicial District, Harris County, Texas – PENDING – Village Real Estate sued the architect, engineer and other advisors and consultants related to the construction of a detention pond within an easement held by a third party. Monetary claim amount to be determined.
4. *City of Willow Park v. Halff Associates, Inc.,* CV23-2017, 415th District Court, Parker County, Texas – PENDING – Halff provided an opinion of construction cost related to a water transmission pipeline through the City of Hudson Oaks and the City of Willow Park, which turned out lower than actual bids received. Monetary claim amount to be determined.
5. *City of Hutto v. Brooklands Partners, Ltd.*, 23-1222-C395, 395th Judicial District Court, Williamson County, Texas – PENDING – The City of Hutto sued Brooklands alleging defective construction. Brooklands then sued Halff and others as a third-party defendants. Monetary claim amount to be determined.
6. *Jose Luis Almaguer v. Halff Associates, Inc.*, DC-24-07702, 14th Judicial District, Dallas County, Texas – RESOLVED, suit settled in April 2025. Monetary claim value/settlement is confidential.
7. *Sonner Road 80, LLC v. Jonathan Heusel; Path Engineering Design & Urbanism PLLC; Halff Associates, Inc.; and Gardner Architects LLC*, CJ-2020-5015, Oklahoma District Court, Oklahoma County – RESOLVED, suit settled in May 2024. Monetary claim value/settlement is confidential.
8. *Prairie Link Constructors JV, Fluor Enterprises, Inc. and Balfour Beatty Infrastructure, Inc. v. AECOM v. Halff*, DC-22-13917, 160th Judicial District, Dallas County, Texas – RESOLVED, Halff's motion to dismiss was granted in January 2024. Monetary claim value is confidential.
9. *Fidencio Hernandez, et at v. City of McAllen, Spawglass Contractors, Inc., Halff Associates, Inc., Palms Crossing Town Center, LLC and Gignac & Associates LLP*, Cw0024-17-A, 92nd District Court, Hidalgo County, Texas – RESOLVED, suit was settled in June 2021. Monetary claim value/settlement is confidential.
10. *Performance Services, Inc. v. Halff Associates, Inc., The Mystinfield Group LLC, Wiss Janney, Elstner Associates, Inc.*, 20-0475-C368, 368th Judicial District, Williamson County, Texas – RESOLVED, suit was settled in December 2021. Monetary claim value/settlement is confidential.
11. *Lou Tilchin, Jaffe Tilchin Wealth Management, Inc. v. ABI Companies, Inc., ABI Construction Services, LLC, GGI LLC, Genesis C E & I Services, LLC, Genesis Halff, Inc. and Genesis Halff CEI, Inc.,* 20CA003205 DIV. E, Circuit Court of the 13th Judicial Circuit Hillsborough, County, Florida – RESOLVED, Genesis Halff, Inc. and Genesis Halff CEI, Inc. were dismissed from the suit in December 2021. Monetary claim value is confidential.
12. *Fidencio Hernandez and Maria Garcia, Individually and as Representatives of the Estate of AHH (Decedent) and Rose Amber Cordova v. Raymond Gignac, AIA, Individually and, DBA Gignac/TVS,*

Gignac & Associates, L.L.P., Thompson Ventulett Stainbeck & Associates, Inc., Architects, Halff Associates, Inc. and SWA Group d/b/a SWA Group Inc., C-0024-17-A, 92nd Judicial District, Hidalgo County, Texas – RESOLVED, suit was settled in June 2021. Monetary claim value/settlement is confidential.

Halff can and does affirm that there are no prior or ongoing legal matters that would adversely affect Halff's ability to fully perform its obligations on this or any other project. Halff can confirm it has no ongoing or pending litigation against the City of Destin.

Question 21

Halff, its principals, officers, or predecessors' organizations are not a defendant, and have not been a defendant, in any criminal proceedings.

As to All Questions

Halff's legal counsel will consider requests for specific information regarding the status of the protected matters described above. Halff's Corporate Counsel, Nina Scherach, can be reached at nscherach@halff.com.

MANAGING PROJECT ON-TIME & ON-BUDGET

To complete a project on time and within budget, the CEI must have a complete understanding of the project, the contract, and the client. Our recent past performance on our projects for FDOT and other local municipalities are indicative of Halff's ability to exceed our client's goals.

Budget

The Halff team begins each project by identifying and reviewing constructability issues in the plans and specifications so issues can proactively be addressed with minimal impacts to schedule and budget. Our review focuses on issues occurring early in construction and those that impact cost, schedule, quality, or safety. Following the constructability review, **Client Service Manager Eric Rosenstein, PE** and **Project Manager Doug Pritchard** will meet with the City to gain consensus on documented issues and recommendations from Halff. We are stewards of taxpayer dollars and have the distinct responsibility of delivering quality tasks at a maximum agreed upon price within the confines of an agreed upon schedule.

To make certain we stay within budget, Halff utilizes VantagePoint, an automated accounting system that allows customization of time-keeping procedures, invoice generation, and project staff hour/budget tracking. We can produce custom weekly and monthly status reports to monitor fund availability and usage rate. These tracking tools are reviewed on a weekly basis to make certain we remain on budget for each assignment. We monitor budget performance and make the necessary adjustments to verify all funds are used to maximum efficiency.

Schedule

We have an important responsibility in the process to adopt an approved schedule, review the monthly updates for adherence to the planned activity start and finish dates, identify indicators of progress falling behind schedule, and recommend actions for schedule recovery as needed in collaboration with the contractor. We will verify that the project schedule includes activities pertaining to construction, shop drawings, material procurement, utility work schedules, and construction phasing.

Eric and Doug have demonstrated expertise in reviewing and monitoring the contractor's baseline and monthly updated schedules, with projects ranging from milling and resurfacing to complex widening projects with more than 1,200 activities. Monthly updates will be reviewed to verify reasonable pursuit of critical path activities and confirm start and completion dates of all work activities are accurate. The contractor's two-week look-ahead schedule will be collected in a timely manner and compared against the monthly schedule updates. Upcoming work activities will prompt document and field layout preparations. Field operations will be monitored to facilitate the timely completion of key milestones. In addition, the team will look for changes in activities affecting the vested members of the project along the corridor (traffic shifts, detours, driveway construction, utility installation, etc.), to make certain appropriate notice and coordination takes place well in advance of the work.

PROVIDING QUALITY WHILE STAYING ON-SCHEDULE

Halff builds teams specifically for the project's needs. Our proposed team members have a breadth of experience working on similar projects, which allows for a better understanding of the construction requirements and the ability to anticipate issues before they arise. Prior to the start of the project, our team will meet with City staff to establish expectations for safety, project records, sampling and testing, communication, and evaluations. Establishing the expectations before construction is essential for moving forward in the right direction for success. At Halff, project closeout begins on day one by properly preparing, naming, filing, and tracking documents from the beginning with closeout in mind. This effort makes certain that records are properly filed and closeout is completed efficiently.



QUALITY ASSURANCE/QUALITY CONTROL METHODS

Halff is committed to delivering quality on every project. We adhere to the latest Construction Project Administration Manual (CPAM), FDOT Standard Plans and Specifications for Road and Bridge Construction, and all applicable Interim Revisions. Halff utilizes a Quality Assurance Review Checklist that covers key contract items. In addition, an initial QA review on the asphalt inspection staff is conducted after the contractor has completed ten full working days of mainline asphalt paving operations or 25% of the asphalt pay item amount (whichever is less) to validate that all sampling, testing, inspection, and documentation are occurring as required by the Halff team. These reviews, led by experienced Halff staff, confirm compliance with contract specifications and procedures, and focus on both current and upcoming construction activities to maintain proactive oversight.

Quarterly reviews of field measurements, daily work reports (DWRs), site-source documentation, materials testing, and contract administration/processes will be performed by our QA team, led by ***QA/QC Manager Jo Ann Moore***. Final estimate reviews will be performed at 30 percent, 60 percent, and 90 percent intervals. Within five days of completing each review, a summary of the QA review will be provided to the City of Destin PM with recommendations for improvements to be implemented on the project immediately. Any improvements identified will be discussed with our team and added to our lessons learned toolbox.

A QA Plan will be customized for the Crosstown Connector project and include processes, as well as checklists that focus on inspection and documentation requirements for major work items. The plan will be distributed to and ***followed by all team members, including subconsultant staff***. As shown in the diagram below, not only is every team member responsible for reviewing their own work, but our system includes a series of checks and balances so that contract documentation is thoroughly reviewed throughout the project and adheres to the highest quality standards.



We improve lives and communities
by turning ideas into reality.

halff.com

RS&H

Request for Qualifications
(RFQ) No. 25-06-CD

Construction Engineering and Inspection Services for the Crosstown Connector Project

June 9, 2025



Tab 1 - Letter of Interest

June 9, 2025

1697 E. James Lee Boulevard
Crestview, FL 32539
Phone: 850-258-3992
rsandh.com

Larry Jones - Purchasing Manager
City of Destin
4200 Indian Bayou Trail
Destin, FL 32541

Dear Mr. Jones and Selection Committee Members:

RS&H, Inc. (RS&H) is a fully integrated architecture, engineering, and consulting services firm with the ability to support the City of Destin with a highly qualified team of construction professionals. RS&H is a national architectural/engineering firm with almost 1,800 associates in more than 96 offices, with its corporate headquarters in Jacksonville, Florida, and a local office in Crestview. RS&H serves numerous state Departments of Transportation, mobility/transportation authorities, turnpike/toll authorities, rail/port authorities, municipal/county governments, and private clients throughout the U.S.

RS&H has been providing design, planning, PD&E, environmental, and CEI services in Florida since 1984. We have completed countless CEI projects for FDOT and Okaloosa County ranging in scope from simple bridge rehabilitation projects to major roadway widening and reconstruction projects. Our team has been working in the Florida Panhandle for more than three decades and provides the following benefits to the City of Destin:

Experience: RS&H team members have worked on more than 200 projects in the Florida Panhandle and understand the challenges of environmental impacts, and the best methods for construction. As longtime residents, we know how vital the roads and bridges are to the community. We have a vested interest in providing the best possible product as this project will impact our daily commutes.

Proximity: RS&H has three established offices in the Florida Panhandle, and we will utilize our office at 1697 East James Lee Boulevard, Crestview, FL 32539 will serve as the primary office for this project.

Efficiency: RS&H uses multi-disciplined personnel allowing us to combine multiple positions using our cross-trained CEI staff. RS&H also implements the use of technology to save our clients time and money. We have the technology, ability, and trained staff to use Ground Penetrating Radar, state-of-the-art GPS survey equipment, and UAV (drone) technology to assist in our inspection duties if needed.

We are committed to providing the highest possible level of service and responsiveness. Given our experience and proven capabilities, the RS&H Team is well-matched, committed, and ready to support you in delivering this project. We look forward to working with the City of Destin.

RS&H, Inc. Federal I.D. Number is 59-2986466.

Sincerely,

William Downey, PE, LEED AP
Vice President
386-527-5281
Bill.Downey@rsandh.com

Jack Elliott, PE
Senior Project Engineer
850-258-3992
Jack.Elliott@rsandh.com

RESPONDENT'S QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

SUBMITTED TO: City of Destin
City Clerk's Office
4200 Indian Bayou Trail
Destin, Florida 32541
Telephone: (850) 837-4242

Submitted By:
Name: RS&H, Inc.
Address: 1697 East James Lee Boulevard
City, State, Zip: Crestview, FL 32539
Telephone No.: 386-527-5281
Email: bill.downey@rsandh.com

Check One	
Corporation	X
Partnership	
Individual	
Other	

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

   The correct name of the Respondent is:
   RS&H, Inc.

   The address of the principal place of business is:
   10748 DeerwoodPark Boulevard S.
   Jacksonville, FL 32256

2. If Respondent is a corporation, answer the following:

   a. Date of Incorporation: 12/31/1989
   b. State of Incorporation: Florida
   c. President's name: Dave Sweeney
   d. Vice President's name: Lisa Robert
   e. Secretary's name: Marlon Starr
   f. Treasurer's name: Amy Davis
   g. Name and address of Resident Agent: National Registered Agents, Inc.

THIS PAGE MUST BE SUBMITTED FOR RESPONSE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

3. If Respondent is an individual or a partnership, answer the following:

   a. Date of organization: N/A

   b. Name, address and ownership units of all partners:
   N/A

   c. State whether general or limited partnership: N/A

4. If Respondent is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:
N/A

5. If Respondent is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.
N/A

6. How many years has your organization been in business under its present business name?
11 Years

   Under what other former names has your organization operated?

1. RS&H, Inc. (2014 – Present)
2. Reynolds, Smith and Hills, Inc. (1989 – 1/2014)
3. RS&H/RS&H Hunter/Hunter Services, Inc. (1987 – 1989)
4. Reynolds, Smith and Hills Architects-Engineers-Planners, Inc. (1969 – 1987)
5. Reynolds, Smith and Hills, Architects and Engineers (1942 – 1969)
6. Reynolds, Brewton, Smith and Hills (1941 – 1942)

7. Indicate registration, license numbers or certificate numbers for the businesses or professions, which are the subject of this Bid. Please attach certificate of competency and/or state registration.
State of Florida Corporate Certificate (#L38717); Department of Business & Professional Regulation (#5620); FDOT Prequalification Letter; Professional Engineer License Jack Elliott, PE (#66463)

8. Have you ever failed to complete any work awarded to you? If so, state when, where and why:
No

THIS PAGE MUST BE SUBMITTED FOR RESPONSE TO
BE CONSIDERED COMPLETE AND ACCEPTABLE

9. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary)
See insert sheet attached.

10. State the name of the individual who will have personal supervision of the work:
Jack Elliott, PE

11. State the name and address of attorney, if any, for the business of the Respondent:
Legal@rsandh.com

12. State the names and addresses of all businesses and/or individuals who own an interest of more than five percent (5%) of the Respondent's business and indicate the percentage owned of each such business and/or individual:
David T. Sweeney, 10748 Deerwood Park Blvd S., Jacksonville, FL 32256, 7%

13. State the names, addresses, and the type of business of all firms that are partially or wholly owned by Respondent:
RS&H Commercial Realty, Inc., 10748 Deerwood Park Blvd S. , Jacksonville, FL 32256, a Florida real estate corporation. The other six subsidiaries are registered in states outside of Florida and would not have any involvement with this project.

14. Annual Average Revenue of the Respondent for the last three years as follows:

		Revenue Index Number
a.	Government Related Work	10
b.	Non-Governmental Related Work	9
	Total Work (a +b):	10

Revenue Index Number

1.	Less than $100,000
2.	$100,000 to less than $250,000
3.	$250,000 to less than $500,000
4.	$500,000 to less than $1 million
5.	$1 million to less than $2 million
6.	$2 million to less than $5 million
7.	$5 million to less than $10 million
8.	$10 million to less than $25 million
9.	$25 million to less than $50 million
10.	$50 million or greater

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BE CONSIDERED COMPLETE AND ACCEPTABLE

15. Bank References:

Bank	Address	Telephone
Wells Fargo Bank	1 Independent Drive, 25th Floor	904-351-7282
	MAC Z3094-250, Jacksonville, FL 32202	

16. Provide description of policies and methods for project monitoring and budgeting control as well as adherence to project schedule (continue on insert sheet, if necessary).
See insert sheet attached.

17. Provide descriptions of quality assurance/quality control management methods (continue on insert sheet, if necessary):
See insert sheet attached.

18. What will be your turnaround time for written responses to City inquires?
24 Hours

19. List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Respondent, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description, the disposition of each such petition.
None

20. List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Respondent or its predecessor organization(s) during the last five (5) years. The list shall include all case names, case arbitration or hearing identification numbers, the name of the project which the dispute arose, and a description of the subject matter of the dispute.
See insert sheet attached.

THIS PAGE MUST BE SUBMITTED FOR RESPONSE TO
BE CONSIDERED COMPLETE AND ACCEPTABLE

21. List and describe all criminal proceedings or hearings concerning business related offenses to which the Respondent, its principals or officers or predecessors' organization(s) were defendants.

None

22. Has the Respondent, its principals, officers or predecessors' organization(s) been CONVICTED of a Public Entity Crime, debarred or suspended from bidding by any government during the last five (5) years? If so, provide details.

None

The Respondent acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by owner in awarding the contract and such information is warranted by Respondent to be true. The discovery of any omission or misstatement that materially affects the Respondent's Proposals to perform under the contract shall cause the owner to reject the Response, and if after the award, to cancel and terminate the award and/or contract.

(Signed) _____

(Title) Vice President

STATE OF Georgia
COUNTY OF Laurens

The foregoing instrument was acknowledged before me by means of physical presence __ or online notarization X, this 2 day of June, 2025,

By:
Tonya Lake
(Print name)

Personally known X OR Produced Identification _____

_____ Seal:
Notary Signature

TONYA LAKE NOTARY PUBLIC Exp. June 14, 2027 LAURENS COUNTY, GA

THIS PAGE MUST BE SUBMITTED FOR RESPONSE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

Tab 2 - Firm's Proposals

Respondent's Qualification Statement #7 - Indicate registration, license numbers or certificate numbers for the businesses or professions, which are the subject of this Bid. Please attach certificate of competency and/or state registration.

State of Florida
Department of State

I certify from the records of this office that RS&H, INC. is a corporation organized under the laws of the State of Florida, filed on December 28, 1989, effective December 31, 1989.

The document number of this corporation is L38717.

I further certify that said corporation has paid all fees due this office through December 31, 2022, that its most recent annual report/uniform business report was filed on February 2, 2022, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Second day of February, 2022

Secretary of State

Tracking Number: 2860700770CC

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Tab 2 - Firm's Proposals

Respondent's Qualification Statement #7 - Indicate registration, license numbers or certificate numbers for the businesses or professions, which are the subject of this Bid. Please attach certificate of competency and/or state registration.

State of Florida
Department of State

I certify from the records of this office that QUEST CORPORATION OF AMERICA, INC. is a corporation organized under the laws of the State of Florida, filed on August 25, 1995.

The document number of this corporation is P95000066089.

I further certify that said corporation has paid all fees due this office through December 31, 2025, that its most recent annual report/uniform business report was filed on April 14, 2025, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Fourteenth day of April, 2025

Secretary of State

Tracking Number: 0087674084CC

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Tab 2 - Firm's Proposals

Respondent's Qualification Statement #7 - Indicate registration, license numbers or certificate numbers for the businesses or professions, which are the subject of this Bid. Please attach certificate of competency and/or state registration.

State of Florida
Department of State

I certify from the records of this office that WSP USA INC. is a New York corporation authorized to transact business in the State of Florida, qualified on March 5, 1973.

The document number of this corporation is 829626.

I further certify that said corporation has paid all fees due this office through December 31, 2025, that its most recent annual report/uniform business report was filed on January 7, 2025, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Eleventh day of February, 2025

Secretary of State

Tracking Number: 9009765504CU

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

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Tab 2 - Firm's Proposals

Respondent's Qualification Statement #7 - Indicate registration, license numbers or certificate numbers for the businesses or professions, which are the subject of this Bid. Please attach certificate of competency and/or state registration.

State of Florida
Department of State

I certify from the records of this office that UES PROFESSIONAL SOLUTIONS, LLC is a limited liability company organized under the laws of the State of Florida, filed on January 6, 2020, effective April 29, 1966.

The document number of this limited liability company is L20000003595.

I further certify that said limited liability company has paid all fees due this office through December 31, 2025, that its most recent annual report was filed on January 28, 2025, and that its status is active.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twenty-eighth day of January, 2025

Secretary of State

Tracking Number: 0997459692CU

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

Tab 2 - Firm's Proposals

Respondent's Qualification Statement #7 - Indicate registration, license numbers or certificate numbers for the businesses or professions, which are the subject of this Bid. Please attach certificate of competency and/or state registration.

Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

February 13, 2025

Christian Jackson, Senior VP
RSH, INC.
10748 Deerwood Park Blvd S
Jacksonville, FL 32256

Dear Mr. Jackson:

The Florida Department of Transportation has reviewed your application for prequalification package and determined that the data submitted is adequate to technically prequalify your firm for the following professional services types of work per Rule 14-75, F.A.C.:

2.0 - Project Development Environmental (PDE) Studies

3.1 - Minor Highway Design
3.2 - Major Highway Design
3.3 - Controlled Access Highway Design

4.1.1 - Miscellaneous Structures
4.1.2 - Minor Bridge Design
4.2.1 - Major Bridge Design - Concrete
4.2.2 - Major Bridge Design - Steel

5.1 - Conventional Bridge Inspection
5.2 - Movable Bridge Inspection
5.3 - Complex Bridge Inspection
5.4 - Bridge Load Rating

6.1 - Traffic Engineering Studies
6.2 - Traffic Signal Timing
6.3.1 - Intelligent Transportation Systems Analysis and Design
6.3.2 - Intelligent Transportation Systems Implementation
6.3.3 - Intelligent Transportation Traffic Engineering Systems Communications

Tab 2 - Firm's Proposals

Respondent's Qualification Statement #7 - Indicate registration, license numbers or certificate numbers for the businesses or professions, which are the subject of this Bid. Please attach certificate of competency and/or state registration.

7.1 - Signing, Pavement Marking and Channelization
7.2 - Lighting
7.3 - Signalization

10.1 - Roadway Construction Engineering Inspection
10.3 - Construction Materials Inspection
10.4 - Minor Bridge Miscellaneous Structures CEI
10.5.1 - Major Bridge CEI - Concrete
10.5.2 - Major Bridge CEI - Steel
10.5.3 - Major Bridge CEI - Segmental

11.0 - Engineering Contract Administration and Management

13.3 - Policy Planning
13.4 - Systems Planning
13.5 - Subarea/Corridor Planning
13.6 - Land Planning/Engineering
13.7 - Transportation Statistics

14.0 - Architect

15.0 - Landscape Architect

21.0 - Acquisition, Negotiation, Closing, and Order of Taking

24.0 - Acquisition Relocation Assistance

25.0 - Right of Way Clearing and Leasing

Your firm is now technically prequalified with the Department for Professional Services in the above referenced work types. The overhead audit has been accepted, and your firm may pursue projects in the referenced work types with fees of any dollar amount. This status shall be valid until September 30, 2025, for contracting purposes.

Approved Rates

Home Overhead	Field Overhead	Facilities Capital Cost of Money (FCCM)	Premium Overtime	Home Direct Expense	Field Direct Expense	Published Fee Schedule
170.80%	142.31%	0.54%	Reimbursed	5.05%	19.66%*	No

*Rent and utilities excluded from field office rate. These costs will be directly reimbursed on contracts that require the consultant to provide field office.

Tab 2 - Firm's Proposals

Respondent's Qualification Statement #7 - Indicate registration, license numbers or certificate numbers for the businesses or professions, which are the subject of this Bid. Please attach certificate of competency and/or state registration.

Per Title 23, U.S. Code 112, there are restrictions on sharing indirect cost rates. Refer to Code for additional information.

Should you have any questions, please feel free to contact me by email at marie.castaneda@dot.state.fl.us or by phone at 850-414-4597.

Sincerely,

Marie Castaneda

Marie Castaneda
Professional Services Qualification Administrator

MC/cbhk

Tab 2 - Firm's Proposals

Respondent's Qualification Statement #7 - Indicate registration, license numbers or certificate numbers for the businesses or professions, which are the subject of this Bid. Please attach certificate of competency and/or state registration.



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Florida dbpr Department of Business & Professional Regulation

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- Unlicensed Activity Search
- AB&T Delinquent Invoice & Activity List Search

LICENSEE DETAILS

3:10:33 PM 4/22/2024

Licensee Information

Name:	RS&H, INC. (Primary Name)
Main Address:	10748 DEERWOOD PARK BLVD. SO. JACKSONVILLE Florida 32256
County:	DUVAL
License Location:	10748 DEERWOOD PARK BLVD SOUTH JACKSONVILLE FL 32256
County:	DUVAL

License Information

License Type:	Engineering Business Registry
Rank:	Registry
License Number:	5620
Status:	Current
Licensure Date:	03/23/1990
Expires:	



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LICENSEE DETAILS

5:32:11 PM 6/2/2025

Licensee Information

Name:	QUEST CORPORATION OF AMERICA, INC. (Primary Name)
Main Address:	3837 NORTHDALE BOULEVARD #242 TAMPA Florida 33624
County:	HILLSBOROUGH
License Location:	2510 GREENMOOR PLACE TAMPA FL 33618
County:	HILLSBOROUGH

License Information

License Type:	Engineering Business Registry
Rank:	Registry
License Number:	8386
Status:	Null and Void
Licensure Date:	11/15/1999
Expires:	

Tab 2 - Firm's Proposals

Respondent's Qualification Statement #7 - Indicate registration, license numbers or certificate numbers for the businesses or professions, which are the subject of this Bid. Please attach certificate of competency and/or state registration.



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LICENSEE DETAILS

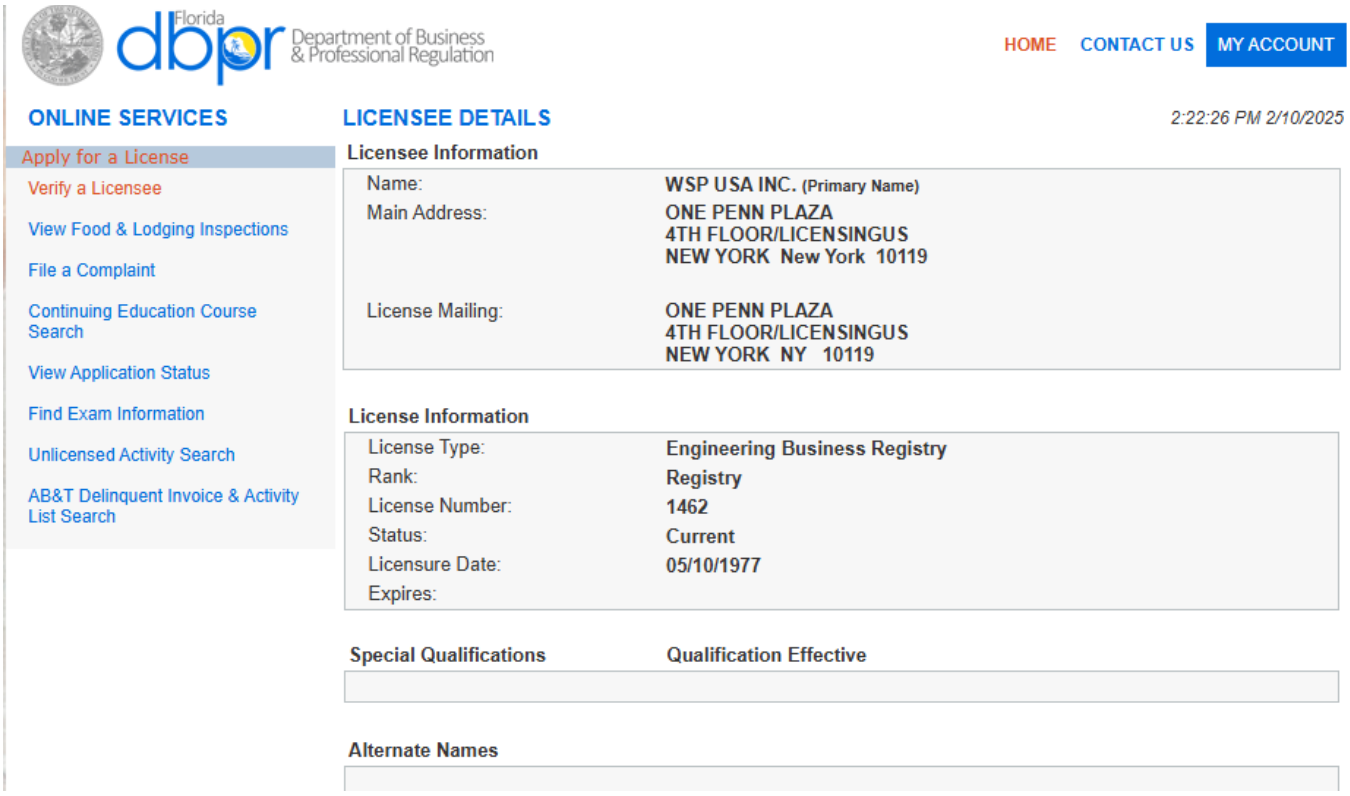
5:35:54 PM 6/2/2025

Licensee Information

Name:	UES PROFESSIONAL SOLUTIONS, LLC (Primary Name)
Main Address:	3532 MAGGIE BOULEVARD ORLANDO Florida 328116697
County:	ORANGE

License Information

License Type:	Engineering Business Registry
Rank:	Registry
License Number:	549
Status:	Current
Licensure Date:	04/27/1983
Expires:	



Florida dbpr Department of Business & Professional Regulation

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- Unlicensed Activity Search
- AB&T Delinquent Invoice & Activity List Search

LICENSEE DETAILS

2:22:26 PM 2/10/2025

Licensee Information

Name:	WSP USA INC. (Primary Name)
Main Address:	ONE PENN PLAZA 4TH FLOOR/LICENSINGUS NEW YORK New York 10119
License Mailing:	ONE PENN PLAZA 4TH FLOOR/LICENSINGUS NEW YORK NY 10119

License Information

License Type:	Engineering Business Registry
Rank:	Registry
License Number:	1462
Status:	Current
Licensure Date:	05/10/1977
Expires:	

Special Qualifications	Qualification Effective

Alternate Names

Tab 2 - Firm's Proposals

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Florida dbpr Department of Business & Professional Regulation

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LICENSEE DETAILS

12:21:25 PM 6/2/2025

Licensee Information

Name:	ELLIOTT, JACK NATHAN (Primary Name)
Main Address:	67 S KNIGHTSBRIDGE CT SANTA ROSA BEACH Florida 32459
County:	WALTON

License Information

License Type:	Professional Engineer
Rank:	Prof Engineer
License Number:	66463
Status:	Current,Active
Licensure Date:	06/28/2007
Expires:	02/28/2027

Tab 2 - Firm's Proposals

Respondent's Qualification Statement #9 - List the pertinent experience of the key individuals of your organization



Jack Elliott, PE | Client Service Manager

Jack has more than 20 years of transportation construction experience. Since 2003, he has continued to serve FDOT District Three in increasing roles and responsibilities, including Inspector, Senior Inspector, Project Engineer, and Senior Project Engineer. Jack has served on many similar projects in District Three. This experience includes the SR 77 (Bay County), I-10 (Leon County), SR 79 (Washington County), and SR 390 (Bay County) widening projects. Jack is currently a Senior Project Engineer on the SR 390 widening project and SR 95 (US 29) resurfacing/reconstruction project in Escambia County, where he oversees all CEI activities on challenging and complex contracts.



Tyler Joseph | Project Manager

Tyler has more than 17 years of experience in the CEI field and as a Contractor. His experience as a Contractor gives Tyler a unique perspective as he has constructed roads similar to this project and has seen the issues Contractors face and the means they use to both mitigate their issues and expedite work. Because of this insight, he will be readily able to identify areas of concern and propose solutions to avoid delays and added costs. Tyler focuses on solution-based communications, keeping all stakeholders up to date. Tyler is currently serving as a Project Administrator on the Group 23-A project in Escambia County. He is experienced in the use of PRC and MAC and is familiar with FDOT procedures and requirements.



Josey Simmons | Project Professional

Josey is skilled in understanding, applying, and interpreting relevant rules, regulations, policies, and procedures. She effectively organizes and maintains a filing system for monthly, quarterly, and yearly documents, making it easy to access important information. By taking memos, tracking data, and updating files as needed, Josey keeps everything well-organized. She is also experienced with standard word processing and data management software, allowing her to handle tasks efficiently.

Tab 2 - Firm's Proposals

Respondent's Qualification Statement #16 - Provide description of policies and methods for project monitoring and budgeting control as well as adherence to project schedule.

Availability and Commitment

The RS&H Team has the local resources dedicated to meet any schedule requirements for this project. We will meet or exceed schedules, providing responsive service during every phase of the project. The combination of our team's relevant experience, familiarity from working together on previous projects, and the availability of our key staff will provide the City of Destin with a highly effective and proactive CEI team. Our QA/QC leaders will ensure all deliverables are complete and ready to use at the time of submittal. Throughout construction, the proposed Client Service Manager, **Jack Elliott, PE**, will be involved in contract management, subconsultant management, project scheduling, team meetings, and public involvement.

CEI Schedule and Budget

RS&H uses a variety of software packages, including Primavera and Microsoft Project, for scheduling. The Primavera suite is considered the industry standard for Critical Path Method (CPM) scheduling. It allows for unlimited numbers of activities, customized calendars, Gantt and PERT charting, cost loading and resource leveling of activities, and dynamic filter and report creation. In addition, Primavera is the best platform for the preparation of base schedules, analyzing monthly schedule updates, performing time impact analysis and what-if scenarios, and documenting progress.

In general, the schedule will include a timeline for the pre-construction meeting and weekly progress meetings to discuss the ongoing work with the Contractor, identify issues for correction if necessary, and review the contractor's work schedule. Updates to the Contractor schedules will be requested from the contractor with each invoice submittal to manage construction time and bring the project to completion on time. When CPM schedule updates are submitted by the contractor, RS&H performs a review like the initial review and adjusts the staffing chart as necessary.

Schedule Review: The schedule is one of the most valuable tools the City has to evaluate a project. RS&H will use the schedule to ensure contract milestones are met and potential construction delays are avoided. This is accomplished by regularly discussing the milestones with the Contractor and identifying any potential obstacles in meeting them, and how they can be overcome.

Budget Tracking: The RS&H Team strives to complete every project on time and within budget. This is evident by our track record of quality projects that have been completed. In the event that additional work may be added, the RS&H team will work closely with the Contractor and the City to minimize financial impacts. Our team has extensive experience in change order review and negotiation. We modify the schedule to complete additional work concurrently with contract work to prevent delays in completion. RS&H also uses a sophisticated internal budget tracking system that provides regular reports describing project labor charges, direct costs to the project, and relative percent of the fee used.

Tab 2 - Firm's Proposals

Respondent's Qualification Statement #17 - Provide descriptions of quality assurance/quality control management methods.

Commitment to Quality

The RS&H Team understands the importance of quality assurance (QA) standards and quality control (QC) procedures as it relates to the overall success of transportation improvement projects. RS&H has a corporate culture of quality. Our associates develop and embrace our process, which starts before project implementation and after project completion. RS&H will ensure that all engineering documents, construction plans, and environmental plans have been thoroughly checked, producing plans and construction documents that not only meet the standards, but also are constructable and ensures safety during construction. During construction, our CEI quality control group develops a project specific QA plan and an independent QC plan. The QA plan focuses on construction of the project and includes a 27-page checklist verifying the team's conformance and knowledge of the project-specific requirements. The QC plan focuses on contractor payment and reviews all payments, quantities, as-built plans, and time related items on the project. These two documents work closely together.

Our quality control services are performed by a former FDOT Final Estimates Engineer along with our senior project engineers throughout the state. Using our Standard Operating Procedures and a tailored checklist, they provide extensive reviews, reports, and quality assurance certification to each contract. We will submit our project specific plan prior to the start of construction.

Tab 2 - Firm's Proposals

Respondent's Qualification Statement #20 - List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Respondent or its predecessor organization(s) during the last five (5) years.

Izquierdo, Walker and Perez, Alfonso, v. Community Asphalt Corp., et al., 11th Judicial Circuit, Miami-Dade County, Florida, Case Nos: 2021-011062-CA-01 and 2021-012281-CA-01. RS&H provided traffic control design services on the Homestead Extension of the Florida Turnpike. Plaintiffs were in motorcycle accidents and allege that project construction or design caused the accidents. Settled on November 1, 2024.

Marchitto, Linda v. San Luis Obispo County Regional Airport, et al., Superior Court, County of San Luis Obispo, California, Case No.: 20CV-0330. Plaintiff alleges that a wheel stop was protruding from under a motor vehicle in the handicap parking lot at the airport, which caused her to trip and fall. Settled October 9, 2024.

Lybarger, Diane v. Skanska-Granite-Lane, RS&H, Inc., et al., 9th Judicial Circuit Court, Orange County, Florida, Case No.: 2019-CA-010699-0. RS&H contracted with FDOT to provide owner's rep services for the I-4 Ultimate Corridor Project. Plaintiff brought a wrongful death action against RS&H and multiple other defendants related to a 2018 motor vehicle accident. Summary judgment was granted on June 13, 2024.

Joseph, Delia & Kathryn v. RS&H, Inc., 224th Judicial Circuit, Bexar County, Texas, cause No. 2024-CI-06666. RS&H provided design services to TxDOT on a roadway widening project. Plaintiffs allege that temporary traffic control devices were not placed according to plans, causing them to drive into a ditch while turning into a commercial driveway. Dismissed by court order on April 23, 2024.

Martinez, Daniel M. v. Condotte America, Inc., RS&H, Inc., et al., 11th Judicial Circuit Court, Miami-Dade County, Florida, Case No.: 2019-013734-CA-01. Plaintiff alleges he struck a cone that was left in the roadway while driving his motorcycle, which caused him to lose control of his motorcycle and suffer injuries. RS&H voluntarily dismissed on April 23, 2024.

Aldridge, Roger v. Okaloosa County and RS&H, Inc., et al., 1st Judicial Circuit Court, Okaloosa County, Florida, Case No.: 2019-CA-004145-F. RS&H contracted with Okaloosa County to design an air traffic control tower at the county's airport. Plaintiff fell in the tower and alleged inadequate lighting. The case settled on March 1, 2024.

VyStar Credit Union v. RS&H, Inc., 4th Judicial Circuit Court, Duval County, Florida, Case No.: 16-2023-CA-010727. Client alleges errors and omissions in design of HVAC system for building. This case settled on November 14, 2023.

Redwine, Heath, et al. v. TxDOT, RS&H, Inc., et al., 58th Judicial District Court, Jefferson County, Texas, Case No.: A-0203686. RS&H contracted with TxDOT to provide CEI services on a bridge replacement project. Plaintiff was injured when he was hit head-on by another driver along the roadway under construction. Plaintiff filed suit against TxDOT, RS&H and other parties, alleging a temporary traffic control device malfunctioned leading to the accident. This case settled on July 17, 2023.

T.F.R. Enterprises, Inc. v. FDOT, Target Engineering Group, LLC v. RS&H, Inc., et al., 7th Judicial Circuit Court, Volusia County, Florida, Case No.: 2019-10502-CIDL. This lawsuit concerns a FEMA/FDOT hurricane debris removal project. TFR was the debris removal Contractor, and Target was

responsible for monitoring the work completed by TFR and submitting TFR's documentation to the FDOT. Target retained RS&H and five other companies to assist. TFR alleges that it lost FEMA reimbursements because of inadequate documentation. The case settled on October 4, 2022.

Take v. RS&H, FDOT, et al., 4th Judicial Circuit Court, Duval County, Florida, Case No.: 201-CA-004356. RS&H contracted with FDOT to perform CEI services for a roadway project. Plaintiff brought a personal injury suit related to a motorcycle accident at or near construction on the project. The case settled on October 4, 2022.

Echols, William as administrator of the Estate of Darwin Torres v. Williams Brothers Construction, RS&H, Inc., et al., 295th Judicial District Court, Harris County, Texas, Case No.: 202048932. RS&H contracted with TxDOT to provide CEI services along a portion of I-45. Plaintiff brought a wrongful death action on behalf of the decedent related to a 2019 motor vehicle accident in which the decedent left the road and collided with a high mast illumination pole. The case settled as of September 12, 2022.

Timothy Royston, as Representative of the Estate of Toni Royston, v. Old Castle Materials Texas, Inc., et al., 128th Judicial District, Orange County, Texas, Case No.: 220025-C. RS&H contracted with TxDOT to provide CEI services along a portion of SH-12. Plaintiff filed a personal injury suit alleging that a pothole caused a fatal motorcycle accident. Plaintiff voluntarily dismissed RS&H on July 12, 2022.

Nalbandyan, Anna v. FDOT, Archer Western Contractors LLC, RS&H, Inc., et al., 4th Judicial Circuit Court, Duval County, Florida, Case No.: 2021-CA-004666. Plaintiff alleges she encountered concrete slurry in the travel lane that caused her to leave the roadway and crash resulting in her serious injury. Plaintiff voluntarily dismissed RS&H by filing an amended complaint that omitted RS&H as a party on April 7, 2022.

Hernandez v. Dragados, RS&H, Inc., et al., 17th Judicial Circuit Court, Broward County, Florida, Case No.: 18-002189. Plaintiff brought suit for wrongful death arising out of a vehicular accident where the decedent lost control after his aged tire blew and hit a temporary barrier wall in a construction zone. This case settled as of January 6, 2020.

Dionicio Reyes v. TxDOT, Hays County, RS&H, Inc., et al., 453rd Judicial District, Hays County, Texas, Case No.: 20-0400. RS&H contracted with Hays County in 2016 to perform CEI services for a project relating to replacing an old water line at a project site. Plaintiff was injured during the relocation of the waterpipe and brought suit against RS&H and other parties alleging failure to monitor and ensure a safe installation of the pipe and failure to inspect safety procedures. Suit is pending.

Estate of Rigoberto Rios Marquez v. Jones Bros. Dirt & Paving, RS&H, et al., 125th Judicial District, Harris County, Texas, Case No. 202521401. RS&H provides CEI services to TxDOT. An employee of another Contractor was fatally injured when a haul truck operated by a different Contractor ran over him. Suit is pending.

Tab 2 - Firm's Proposals



RS&H by the Numbers

84
Years in Business

113
CM Associates in Florida

96
RS&H Office Locations

434
Professional Engineers

40+
Years Performing CEI Services in FL

14
FDOT Classifications

RS&H provides fully integrated architecture, engineering, and consulting services to help clients realize their most complex facility and infrastructure projects for land, air, and space. We are consistently ranked among the nation's top 100 design firms and have worked in more than 50 countries across the globe.

Firm History

RS&H offers a full range of construction management services, as well as planning, design, environmental, and program management for all modes of transportation, including bridges, highways, transit, ports, rail, trails, and aviation facilities. We can help you identify the best solutions for improving mobility, fostering economic growth, and enhancing your community.

Our integrated teams will work closely with the City to address challenges, overcome funding constraints, and deliver successful outcomes at each stage of the project's lifecycle. Whether working independently as partners or as a direct extension of your staff, we focus on providing responsive, quality, and sustainable solutions that are delivered on time and within budget.

Our staff are construction professionals, with a desire to be in the field, interacting on a daily basis with clients and Contractor's to get projects built on-time, under budget, and with minimal impact to the public and environment. RS&H's people, full-service CEI capabilities, and innovative approaches set us apart. Our construction professionals' tenure with the firm, dedication to training and cross training, and commitment to starting in the field as inspectors define our construction culture. This fully integrated CEI capability includes assisting with procurement, constructability reviews, writing specifications, setting up and maintaining a robust project and document control system, providing baseline and regular schedule analysis, and consulting on claims or serving as expert witness when needed.

Tab 2 - Firm's Proposals

Subconsultants

RS&H has a commitment to our clients to work with DBE, SB, WMB firms when possible. For this contract, RS&H has teamed with Quest Corporation of America, Inc. (DBE), Universal Engineering Services, and WSP. Our qualified teaming partners were selected as key contributors to project success. Key staff and roles have been highlighted in the organizational chart in this section.

RS&H recognizes that the City will not allow substitution of key project members during the Contract period without the written agreement of the City

QUEST Marketing and Communications

Quest is a multidisciplinary communications and outreach firm primarily serving local and state government. As a full-service communications and outreach firm, they offer a range of services, including event support, marketing campaigns, public relations, media relations, creative services, graphic design, branding, strategic planning, crisis communications, marketing, advertising, community relations, and multimedia services. They understand the demands for public accountability, shifting priorities, and financial constraints that impact agencies of all sizes. Their project team represents the diversity of the communities we work with, and they have served contracts supporting all phases of project development, safety awareness, workforce development, utilities, community outreach, public involvement, website design, and digital marketing. Quest currently serves the City of Destin's Public Information Office by providing on-call creative, marketing, and community awareness products and services. Projects completed to date include the development of the City's 2025 e-bike safety campaign, various PowerPoint Presentations, social media post development and infographic creation, design of a new business tax receipt certificate, and special brand development.

WSP routinely works on Florida Department of Transportation (FDOT) projects, in a variety of roles from PD&E, Design and Construction Engineering and Inspection. Their local WSP technical staff is familiar with the need for constant communication with various departments within FDOT to successfully deliver projects. Additionally, they have working relationships with the FDOT Area Utility Coordinator, John MacDonald, as well as all the local utility authorities including Emerald Coast Utility Authority. Their technical staff works with these agencies to accurately incorporate required utility work and coordination into construction projects to not cause delays during construction.

UNIVERSAL ENGINEERING SCIENCES

UES nationwide network of more than 4,000 experienced professionals will partner with the City to tackle even the most complex engineering projects. They provide personalized engineering, environmental, testing and inspection services for projects of all sizes across the United States. Their engineers are experts in their fields and have extensive experience in providing guidance and solutions to overcome any construction challenge, while also providing an exceptional level of customer service.

Tab 3 - Project Team and Availability

A. Organizational Chart



Client Service Manager
Jack Elliott, PE RS&H

Project Manager
Tyler Joseph RS&H



Project Professional
Josey Simmons RS&H

Inspectors

Senior Inspector
Pete Leber RS&H

Inspector
Morgan Langham WSP

Inspector's Aide
Richard Smithwick RS&H

Asphalt Plant Inspector
Sean Pettit RS&H
Chris Keim WSP

Landscape Inspector
TJ Sudduth RS&H

Materials Testing
UES

Public Information
Kat Dunn QUEST
Roberta Simantel QUEST

LEGEND

RS&H - RS&H, Inc.
Quest - Quest Corporation of America
UES - Universal Engineering Services
WSP - WSP USA, Inc.

Tab 3 - Project Team and Availability

B. Resumes



RS&H

Years of Experience (Total/RS&H)

23/22

Education

Bachelor of Science, Civil Engineering, Michigan Technological University

Registration:

Professional Engineer: FL (66463); AL (31462)

Florida Certifications

TIN: E43043479
Advanced WZTC/MOT
Critical Structures
Final Estimates – Levels I & II
Grouting Technician
Lane Closure Notification System
QC Manager
Stormwater Management

National Certifications

ASBI Grouting – Level I
FAA Commercial Drone Pilot (4055070)
OSHA Construction Safety and Health

Jack Elliott, PE

CLIENT SERVICE MANAGER

Jack has extensive hands-on experience conducting quality assurance inspections across various areas, including earthwork and drainage compaction, as well as concrete and asphalt placement. He is also highly skilled in using SiteManager dailies and has in-depth knowledge of MOT, reinforcing steel, and formwork for precast piles and substructures. Additionally, Jack is experienced with AASHTO beam superstructures, flat slab superstructures, and surveying for both horizontal and vertical control. His expertise extends to curb and gutter installation, sidewalk construction, subgrade preparation, base work, milling and resurfacing, ARMI, drainage structures, drilled shafts, signalization, grinding and grooving, traffic rail, and striping. Since 2003, Jack has been serving as Senior Project Engineer on projects throughout FDOT District Three. His duties include coordinating the inspection staff, overall project management of contractor operations, reviewing/approving pay estimates, analyzing claims, and ensuring the overall compliance of the contractors' operations with project plans, specifications, and special provisions. Jack is responsible for quality assurance throughout the project duration, maintaining responsibility for contract administration and overseeing the entire construction project.

03/24 – Present: Senior Project Engineer on the CEI Group 24-H project grouping for FDOT District Three. This contract includes CEI services on SR 83 from SR 10 (US 90) to North of CR 185 Gum Creek Church Road and SR 83 from North of CR 185 to the Alabama state line in Walton County. Work includes milling and resurfacing with overbuild, drainage improvements, utility relocations, roadway widening, guardrail and signalization.

08/23 – 03/25: Senior Project Engineer on the County Road 2 Widening CEI Services for Okaloosa County. This project consists of widening and reclamation resurfacing approximately 9.3 miles of County Road 2 between SR 189 and SR 85, safety upgrades on an existing bridge and stormwater system improvements, construction engineering and inspection services and post-design services.

07/23 – Present: Senior Project Engineer on the CEI Services SR 30 (US 98) from East of Nautilus Street to East of Richard Jackson Blvd in Bay County project for FDOT District Three. The improvements under this contract consists of widening SR 30A (US98) Panama City Beach Parkway from East of Nautilus St. to East of Richard Jackson Blvd. in Bay County. The project includes adding lanes, milling and resurfacing, curb and gutter, sidewalk, earthwork, base work, drainage improvements, signing and pavement markings, intelligent transportation systems and signalization. The project also includes utility work consisting of installation of sewer main, water and non-potable water main.

Tab 3 - Project Team and Availability

B. Resumes



RS&H

Years of Experience (Total/RS&H)
21/8

Education
High School Diploma

Florida Certifications
TIN: J21080882
Advanced WZTC/MOT
Asphalt Paving – Levels I & II
Drilled Shaft
Earthwork – Levels I & II
Final Estimates – Levels I & II
QC Manager
Stormwater Management

National Certifications
HAZMAT
NRC Nuclear Gauge Safety
OSHA Construction Safety & Health

Tyler Joseph

PROJECT MANAGER

Tyler brings extensive experience in construction inspection for roadway and bridge projects, where he plays a pivotal role in overseeing and documenting the critical aspects of each project. His responsibilities include meticulously tracking and documenting pay quantities, inputting accurate data into SiteManager and MAC systems, and ensuring contractor adherence to specifications and plans. Tyler is instrumental in verifying the proper setup and maintenance of traffic control measures throughout the project. He compiles and organizes essential quantities for final estimates, ensuring both accuracy and timeliness in reporting. Tyler also brings valuable experience as an asphalt superintendent for a contractor, giving him a deep understanding of the daily operations and complexities involved in asphalt work.

05/24 – Present: Project Administrator on the CEI Group 24-H project grouping for FDOT District Three. This contract includes CEI services on SR 83 from SR 10 (US 90) to North of CR 185 Gum Creek Church Road and SR 83 from North of CR 185 to the Alabama state line in Walton County. Work includes milling and resurfacing with overbuild, drainage improvements, utility relocations, roadway widening, guardrail and signalization.

09/22 – 03/25: Project Administrator on the CEI Group 23-A project grouping for District Three. This contract includes CEI services on SR 95 (US 29) South of SR 4 to Alabama State Line; CR 4 West Highway 4 over Canoe Creek Bridge No. 480039, both in Escambia County. The first project consists of milling and resurfacing 1 ½ miles of SR 95 (US 29). Also included in the project is the realignment of ¼ mile of the roadway for safety improvements which consists of roadway reconstruction with installation of geogrid, Graded Aggregate Base, drainage improvements, curb and gutter, and sidewalk. The second project will be the bridge replacement of Canoe Creek which includes pile driving, earthwork to tie in both sides, paving, detour coordination, drainage improvements, concrete piles, substructure concrete, superstructure concrete, traffic railing and guardrails.

08/23 – 3/25: Project Administrator on the County Road 2 Widening CEI Services for Okaloosa County. This project consists of widening and reclamation resurfacing approximately 9.3 miles of County Road 2 between SR 189 and SR 85, safety upgrades on an existing bridge and stormwater system improvements, construction engineering and inspection services and post-design services.

03/21 – 03/23: Project Administrator on the CEI Group 21-A project. The contract included SR 2 from SR 77 to SR 75 and SR 20 at Blue Springs Road and Padgett Drive in Bay County. The SR 20 projects were spread along an approximate 16-mile length of SR 20 and included milling and resurfacing, roadway widening for turn lanes at SR 77 and Blue Springs Road, construction of Park and Ride at Econfina Creek, earthwork construction, drainage improvements, guardrail replacement, roadway signage upgrades, traffic signal modifications and thermoplastic striping.

Tab 3 - Project Team and Availability

B. Resumes



RS&H

Josey Simmons

PROJECT PROFESSIONAL

Josey is skilled in understanding, applying, and interpreting relevant rules, regulations, policies, and procedures. She effectively organizes and maintains a filing system for monthly, quarterly, and yearly documents, making it easy to access important information. By taking memos, tracking data, and updating files as needed, Josey keeps everything well-organized. She is also experienced with standard word processing and data management software, allowing her to handle tasks efficiently.

Years of Experience (Total/RS&H)
6/3

Education
High School Diploma

Florida Certifications
TIN: C64042300
Final Estimates- Levels I & II

National Certifications
HAZMAT
NRC Nuclear Gauge Safety
OSHA Construction Safety & Health

03/24 – Present: Contract Support Specialist on the CEI Group 24-H project grouping for FDOT District Three. This contract includes CEI services on SR 83 from SR 10 (US 90) to North of CR 185 Gum Creek Church Road and SR 83 from North of CR 185 to the Alabama state line in Walton County. Work includes milling and resurfacing with overbuild, drainage improvements, utility relocations, roadway widening, guardrail and signalization.

07/23 – Present: Associate Contract Support Specialist on the CEI Services SR 30 (US 98) from East of Nautilus Street to East of Richard Jackson Blvd in Bay County project for FDOT District Three. The improvements under this contract consists of widening SR 30A (US98) Panama City Beach Parkway from East of Nautilus St. to East of Richard Jackson Blvd. in Bay County. The project includes adding lanes, milling and resurfacing, curb and gutter, sidewalk, earthwork, base work, drainage improvements, signing and pavement markings, intelligent transportation systems and signalization. The project also includes utility work consisting of installation of sewer main, water and non-potable water main.

09/22 – 03/25: Associate Contract Support Specialist on the CEI Group 23-A project grouping for District Three. This contact includes CEI Services of SR 95 (US 29) South of SR 4 to Alabama State Line; CR 4 West Highway 4 over Canoe Creek Bridge No. 480039, both in Escambia County. The first project consists of milling and resurfacing 1 ½ miles of SR 95 (US 29). Also included in the project is the realignment of ¼ mile of the roadway for safety improvements which consists of roadway reconstruction with installation of geogrid, Graded Aggregate Base, drainage improvements, curb and gutter, and sidewalk. The second project will be the bridge replacement of Canoe Creek which includes pile driving, earthwork to tie in both sides, paving, detour coordination, drainage improvements, concrete piles, substructure concrete, superstructure concrete, traffic railing and guardrails.

08/22 – Present: Associate Contract Support Specialist on the SR 390 project for FDOT District Three. The project consisted of widening SR 390 from 2 lanes to 6 lanes from SR 368 (23rd Street) to CR 2312 (Baldwin Road) in Bay County. Additional features added to this widening project were constructing sidewalks on both sides of the roadway, as well as the addition of stormwater ponds, closed drainage system with jack and bore pipes, new mast arms at signalized intersections, several large box culverts, utility relocations, and installation of fiber optic cable for the County's Advanced Traffic Management System. Services included inspection, materials sampling and testing, and administrative activities.

Tab 3 - Project Team and Availability

B. Resumes



RS&H

Years of Experience (Total/RS&H)
19/6

Education
High School Diploma

Florida Certifications
TIN: L16043584
Advanced WZTC/MOT
Asphalt Paving – Levels I & II
Concrete Field – Levels I & II
Concrete Field Specification
Critical Structures
Drilled Shaft
Earthwork – Levels I & II
Final Estimates – Levels I & II
Lane Closure Notification System
Pile Driving
Stormwater Management

National Certifications
ACI Concrete – Level I
ACI CTCI – Level II
HAZMAT
IMSA Traffic Signal Inspector
NRC Nuclear Gauge Safety
OSHA Construction Safety & Health

Pete Leber

SENIOR INSPECTOR

Pete has extensive experience in a wide range of projects and inspection types, including bridge construction, drilled shafts, asphalt paving, asphalt plant operations, concrete, earthwork, stormwater management, and MOT inspections. His broad skill set allows him to effectively manage various aspects of construction and maintain quality throughout the process.

03/25 – Present: Senior Inspector on the CEI Group 24-H project grouping for FDOT District Three. This contract includes CEI services on SR 83 from SR 10 (US 90) to North of CR 185 Gum Creek Church Road and SR 83 from North of CR 185 to the Alabama state line in Walton County. Work includes milling and resurfacing with overbuild, drainage improvements, utility relocations, roadway widening, guardrail and signalization.

08/23 – 03/25: Senior Inspector on the County Road 2 Widening CEI Services for Okaloosa County. This project consists of widening and resurfacing approximately 9.3 miles of County Road 2 between SR 189 and SR 85, safety upgrades on two bridges and stormwater system improvements, construction engineering and inspection services and post-design services.

06/22 –02/24: Senior Inspector on the Continuing Services 2020 Hybrid CEI Consultant contract for FDOT District Three. The contract involves providing inspection staff in multiple counties and all four Operations Centers working directly for FDOT Project Administrators. Work includes a broad range of task assignments such as bridge replacements/rehabilitations, roadway resurfacing, ITS systems, signals, asphalt plant, landscaping, structural steel welding and coating, and geotechnical support for foundations.

03/19 – 12/22: Senior Inspector on the Continuing Services 2018 Hybrid CEI Consultant contract for FDOT District Three. The contract, which RS&H has held since 2012, involves providing inspection staff in multiple counties and all four Operations Centers working directly for FDOT Project Administrators. Work includes a broad range of task assignments such as bridge replacements/rehabilitations, roadway resurfacing, ITS systems, signals, asphalt plant, landscaping, structural steel welding and coating, and geotechnical support for foundations.

09/21 – 03/22: Senior Inspector on the Pensacola PNS Runway Object Free Area (ROFA) Roadways Realignment Construction Phase Services project for the City of Pensacola. The contract included the relocation of two existing roadway segments outside of the existing ROFA to the practical extent. The project also consisted of the relocation of a portion of the existing Airport Maintenance Road and a segment of Jerry L. Maygarden Road.

Tab 3 - Project Team and Availability

C. Subconsultant Firms

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Tab 3 - Project Team and Availability

D. Location and Workload of the Proposed Team

We are proposing an established team comprised of highly trained and experienced associates with related local project experience. The RS&H Team will meet or exceed the project-specific schedules, respond quickly to task assignments, and complete tasks on accelerated schedules and within budget. We have a proven practice of keeping multiple key staff members "plugged in" to ongoing projects. The proposed Client Service Manager, **Jack Elliott, PE**, will be involved in project management, project scheduling, team meetings, and public involvement throughout construction. The below chart depicts our key personnel's availability based on current and anticipated workload.

AVAILABILITY, LOCATION, AND WORKLOAD			
STAFF/ROLE	CURRENT PROJECT WORK LISTING	NUMBER OF PROJECTS HANDLED	PROJECTED WORKLOAD
Jack Elliott, PE Client Service Manager Location: Santa Rosa Beach, FL	› SR30A (US98) in Bay County - widening and reconstruction project, projected completion Spring 2027 › SR 83 in Walton County - resurfacing project, projected completion summer 2025	On average Jack works concurrently on 4 projects. He has been on 6 projects at one time, an FDOT bridge replacement project in Escambia County, an FDOT resurfacing and reconstruction project in Escambia County, 2 separate FDOT widening and reconstruction projects in Bay County and an Okaloosa County widening and resurfacing project and an FDOT resurfacing project in Walton County all at one time.	4 Projects
Tyler Joseph Project Manager Location: Lauren Hill, FL	› SR 83 in Walton County - FDOT resurfacing project	On average Tyler works concurrently on 3 projects. At one time Tyler worked on 4 projects concurrently, an FDOT bridge replacement project in Escambia County, an FDOT resurfacing and reconstruction project in Escambia County, an Okaloosa County widening and resurfacing project and an FDOT resurfacing project in Walton County all at one time.	2 Projects
Josey Simmons Project Professional Location: Crestview, FL	› SR 390 widening and reconstruction in Bay County - Projected completion in Spring of 2026 › SR30A (US98) widening and reconstruction project in Bay County - projected completion in spring of 2027 › SR83 resurfacing project in Walton County - projected completion in summer 2025	On average Josey works concurrently on 4 projects. At one time Josey worked on 6 projects concurrently, an FDOT bridge replacement project in Escambia County, an FDOT resurfacing and reconstruction project in Escambia County, 3 separate FDOT widening and reconstruction projects in Bay County and an FDOT resurfacing project in Walton County all at one time.	4 Projects

Tab 4 - Project Approach



The much-anticipated Crosstown Connector is the final implementation in connecting Stahlman Ave to SR 293. This vital infrastructure project is intended to alleviate heavy congestion along US 98, by offering a safe route alternative for motorists, cyclists, and pedestrians. The project will be split into two separate phases. Phase one will include the construction of a new advanced stormwater management system, specifically the underground retention chamber system. Phase II will include the construction of 0.4 miles of new roadway that links current Azaela Dr. to Legion Dr., along with the reconstruction of side streets tying into the corridor. At the new intersection of Legion and Beach Dr., there will be the construction of a single lane roundabout. The roundabout will reduce conflict points and increase traffic flow through the area. The contract also consists of the installation of stormwater ponds, drainage, paving, curb and gutter, traffic separators, sidewalks and multi-use trails, lighting, signage, pavement markings, and landscaping.

RS&H's approach and understanding of Consultant CEI Services is that our role in the CEI industry is to be an extension of our client; we are trusted to administer the contract requirements as laid out in the scope of services. It is the responsibility of RS&H as the consultant to administer, monitor, and ensure that the project is constructed in reasonable conformity with the plans, specifications, and special provisions. Our services begin with the following preconstruction activities:

- Constructability review of the 100% plans and provide solutions
- Perform video and photo (ground level and aerial) documentation of preconstruction site conditions
- Original earthwork survey operation
- Preconstruction conference
- Submittal reviews
- Prepare public notification materials

As we do with all of our project pursuits, we perform an initial plans review and site visit during the CEI selection process to identify any constructability findings. During this initial review and on-site visit, we have found some notable items discussed below.

Very few aspects of a project can disrupt progress as quickly as an unanticipated utility line that has been encountered. Furthermore, as a large portion of the project deals with underground construction, the likelihood of a utility conflict increases for this project. In our experience, previous incidents have been mitigated by our field staffs quick thinking and coordinating with the project engineer, Contractor, and utility entity. Regardless of the project's delivery method, a utility conflict has the direct possibility of delaying a project.

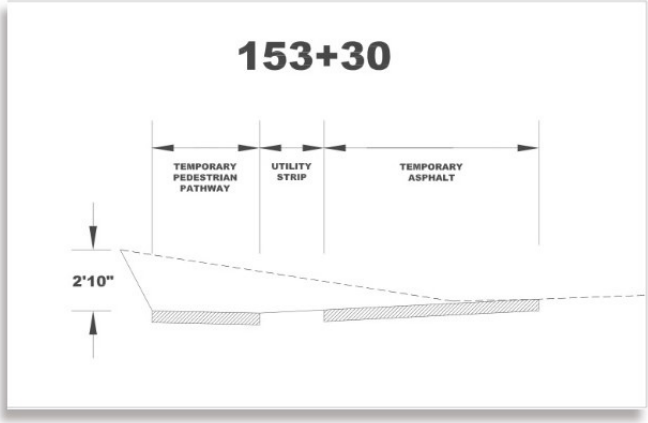
During our field visit, we identified utilities that are not scheduled to be relocated based on the plans that must be addressed prior to construction. First being utility poles that currently sit in conflict with portions of the proposed stormwater chamber location. Also, there is a communication box at station 34+12 that currently sits in the center of our proposed right lane on the connector road. Additionally, based off the drainage structure cross sections, and utility adjustment sheets depicted in the plans, we have identified potential utility conflicts with multiple proposed drainage installations. Some of the findings are a watermain conflict intersecting our storm pipe from S-507 to S-508, a buried fiber optic cable running parallel in our storm drain from S-120 to S-121, a gas line and

watermain conflict at S-502, and a sanitary sewer conflicting with the storm drain between S-117 and S-116. Our solution to any finding is to verify if it is a conflict as soon as possible, develop a plan and timeline with the utility agency owner, and integrating the means and methods of relocation with our construction phasing.

Prior to construction, we will host a utility coordination meeting that will include all project stakeholders. At this meeting, we will discuss any known and discovered utility conflicts that will have to be relocated. We have a proactive approach with utility owners, as we understand the importance of keeping the project on schedule.

Maintenance of Traffic (MOT) is one of the most important functions during the life of a construction project. Providing a clear and safe path through the work zone not only keeps motorists and workers safe, but it minimizes the frustrations of the traveling public which is the most effective way of representing the City of Destin in a positive perception. To complete the work and minimize the impact to the traveling public, this contract includes a MOT plan consisting of various phases and detours. Through our experience in Northwest Florida, we have dealt with complex traffic control plan and detours. Most recently, the three construction contracts of SR 390 widening in Panama City averaging five phases each, with a total of 29 detours and one bicycle detour. Additionally, US 98 widening in Panama City Beach with three MOT phases and eight detours.

After thoroughly reviewing the traffic control plans the construction phasing for Benning Dr. appears to be tightly constrained, which may make full roadway reconstruction challenging. The previous phases do not accommodate adequate space for the Type K barrier width, setback, and lateral offset as required in Phase II. To address these concerns, we recommend adding four feet of temporary asphalt on the west side of the road to expand the construction limits of previous phases and facilitate the complete reconstruction.



While conducting our field visit, our team identified a potential constructability issue with the Phase 1B temporary traffic pattern on Benning Drive. Specifically, between stations 153+00 and 153+80, there is a steep up-slope that conflicts with the proposed temporary asphalt and pedestrian path. As illustrated in the above figure, following the current contract plans would require a significant cut into the hillside. This design lacks provisions for stormwater runoff from both the hill and the temporary roadway, increasing the risk of erosion, reduced accessibility to the water tower, and potential damage to nearby tree root systems. We suggest shortening the south end taper of the temporary asphalt and eliminating the temporary pedestrian path. Instead, a pedestrian detour can be provided on the east side of Benning Drive. These proposed modifications are expected to significantly reduce impacts to the hillside and surrounding vegetation.

During Phase II, traffic will utilize the newly constructed connector road to access Sandalwood Court. This phase does not allow for a left turn movement out of Sandalwood Court due to the newly installed traffic separator on the connecter road. A simple solution to allow a left turn out of Sandalwood, is to rephase construction of a 20-foot section of the traffic separator and provide a temporary crossover and complete construction of the traffic separator during Phase III.

Informing the public about upcoming roadway construction is essential to ensure transparency, minimize disruptions, and maintain public trust.

Tab 4 - Project Approach

Timely communication allows residents and businesses to plan accordingly, enhances safety by raising awareness of potential traffic changes, and fosters community engagement by keeping citizens informed about projects that impact their daily lives. The Crosstown Connector construction will take place near many homes and businesses. These key stakeholders have a large voice in the community. We take a no surprises approach when it comes to informing the public of all project updates, road closures, and changes in traffic patterns. To assist our office with maintaining a positive public perception, we have brought Quest onto the team. Quest currently serves the City of Destin's Public Information Office by providing on-call creative, marketing, and community awareness products and services. Projects completed to date include the development of the City's 2025 e-bike safety campaign, various PowerPoint Presentations, social media post development and infographic creation, design of a new business tax receipt certificate, and special brand development.

Our team will implement a structured and proactive community outreach strategy designed to keep nearby residents, businesses, and stakeholders informed, engaged, and supported throughout the construction process. We recognize the importance of minimizing disruption and maintaining clear, accessible lines of communication. We begin by coordinating closely with the City of Destin's Public Information Office to develop construction notifications that are timely, accurate, and tailored to the specific needs of adjacent neighborhoods. These notifications will precede each significant construction activity, including site mobilization, utility impacts, roadway closures, and milestone completions. Notices will be delivered via email, mailers, or door hangers, and online updates to ensure maximum reach and accessibility. Our communications staff is experienced in producing graphics, infographics, and short-form videos that help distill technical information into easy-to-understand public messages. We will tailor posts for each phase of construction, ensuring residents receive up-to-date information in the formats they're most likely to engage with.

Upon commencement of construction, RS&H will begin on-site inspection services, the team will be responsible for observing the contractors work to determine the progress and quality. Our approach to services during ongoing construction include but not limited:

- Regular construction meeting administration
- Daily work reports and video and photo documentation of ongoing construction activities
- Weekly progress status report
- Processing and logging of Request for Information, Change Proposal Requests, and Change Orders
- Material sampling and testing
- Review of monthly applications and recommendations for payment
- Utility coordination
- Pre-operation meetings
- Monthly punch list
- Records retention

This project includes a variety of different construction dynamics. Below we discuss our approach of key construction activities to provide a quality finished product.

This project will include a large amount of drainage improvements, consisting of the installation of over 60 drainage structures along with more than 4,000 linear feet of pipe. These structures and pipe will feed into the four planned retention ponds, and the unique underground stormwater chamber that make up the stormwater management facilities of the project. In addition to these facilities, various concrete flumes will also be constructed throughout the project to handle runoff. During the placement of structures, and installation of pipe, we will verify the standards are met. During the backfilling operation, our staff are equipped with density gauges and moisture testers to perform density tests on all areas required. Getting the stormwater facilities established at the beginning of the project is critical to provide ample storage of stormwater runoff during construction.

Tab 4 - Project Approach

The first phase of this project will include the installation of an underground stormwater retention system by method of collection chambers. The purpose of this unique approach is to handle storm runoff, while preserving land and protecting water resources. Prior to the installation of the system, our staff will conduct a meeting with the manufacturer's representative and the contractor. We will review their submittals, certifications and discuss the means and methods to verify the approach complies with the construction guide. When construction begins, we will verify the layout of the retention field and obtain excavation quantities utilizing our GNSS (Global Navigation Satellite System) surveying equipment. Additionally, our staff will be able to verify locations and alignments of the chambers, and they will ensure the proposed landscape areas are not going to be impacted by the system. After the chambers are installed, we will log the coordinates for each identified landscape area. Our staff will verify key elevations for subgrade and structures to allow proper drainage and usage of the system.

Prior to the placement of the foundation stone, we will ensure the proper layout of non-woven geotextile fabric, and during placement of the stone, the depth will be verified by random sampled checks throughout the foundation. Additional fabric placement will be inspected where it is called out in the construction guide, and we will actively check the placement of the chambers to comply with the spacing and pipe embedment requirements. The overlapping of the chambers will consistently be monitored to verify proper sealing, and our staff will check for a uniform placement of embedment stone during backfilling operations. Once the stone has one foot of cover over the chambers, we will make sure the equipment and methods used for final grading is approved. During our review of the StormTech chamber system plans, there is an optional inspection port callout on sheet 5.

We recommend the installation of at least one inspection port on the chamber rows for future maintenance applications. Prior to completion, we will establish how many inspection ports are to be installed and communicate this with the contractor. In addition, we also recommend a recorded pipe inspection provided by the contractor for review to verify chambers haven't shifted during backfilling and remain properly installed and sealed without any damages.

The proposed roadway connector consists of the construction of a two-lane roadway connecting Azaela Dr. to Legion Dr. using reverse curves and a roundabout. In addition to the new corridor, side streets that connect to the new roadway will also be reconstructed to accommodate the new roadway.

During the MOT phases of this project, we will ensure that all detours are signed correctly, and the detours are clear and understandable. Regular drive through of each detour will be done to confirm that all signage remains in place and there are no conflicts. To verify compliance with the traffic control plans, our staff will monitor the contractor's MOT work and seek corrective action when traffic controls concerns or deficiencies arise. We will meet with the contractors work site supervisor daily to review the implementation of the traffic control plan, and to make sure traffic control devices are maintained. Periodic compliance inspections by our staff will be conducted to verify traffic control device compliance with contractual requirements and access to all residential and commercial buildings is maintained.

Prior to construction, our team will conduct a bench loop survey to verify the provided benchmarks throughout the project. Once the control points are verified, we will immediately begin gathering cross sections every 100 feet of the roadway utilizing our GNSS survey equipment. The initial cross sections we collect will be compared with the original cross sections provided in the plans. We will also obtain the final cross sections when sections are completed to compare them to the plans to verify the planned roadway template is achieved. In addition to cross sectioning, our GNSS equipment is used to gather excavation volume

Tab 4 - Project Approach



quantities and for field verification on offsets and elevations of project features during construction.

The new roadway, and every side street will use 12" of stabilized subgrade, supporting optional base group 6. The pavement design includes 1 ½ inches of structural with 1 ½ inches of FC-12.5 friction course asphalt. Once the subgrade construction is finished, the base will be installed, shaped, and compacted according to the specified lines and grades while also being input daily into the project log. Proper compaction and finishing of the base course are essential for achieving a durable and smooth roadway. Our staff prioritize the compaction process, thickness, and overall finishing of the base, as we take pride in ensuring excellent ride quality for every project we undertake. We witness depth checks of all roadway materials to verify the appropriate thickness of material is installed, along with both longitudinal and transverse straightedge testing to verify a smooth final surface. It is crucial to maintain tight tolerances for cross slopes to ensure high ride quality and uniform asphalt thickness throughout the constructed areas.

Prior to the placement of asphalt, a pre-paving meeting will be held with the contractor and project personnel. We will discuss their equipment and paving procedures. We will go over the contractors submitted QC plan and address any additional expectations. During paving, our team closely monitors cleanliness of the surface, spread rates, mix temperature, rolling patterns, tack coat application, random sampling locations for roadway cores, and straightedge requirements, while maintaining accurate verification reports. We then ensure the contractor performs asphalt depth checks on both sides of the paver and compare the obtained cross slopes with those provided in the plans. Ensuring each lift placed maintains adequate spread rate and cross slope is essential for achieving proper thickness, grade, and cross slope on subsequent pavement layers.

A portion of the new roadway consists of the construction of a single lane roundabout on the eastern end of the connector corridor. The geometry and elevations of the intersection are most crucial and ensuring that they are constructed to meet lines and grades shown in the plans is vital. This will uphold the dynamics of a roundabout with the proper sight distances and drainage. RS&H staff will utilize GNSS survey equipment for quick and easy vertical and horizontal geometry checks to verify the roundabout meets what is detailed in the plans. The roundabout will have multiple phases of construction so that Beach Dr. is always open for the traveling public. The western half of the roundabout will be built during Phase 1B and 1C, followed by the eastern half being constructed during Phase II, and the final touches of the concrete traffic separators will be completed in Phase III. It's important to maximize the limits of construction in each phase to accommodate detours in future phases.

As part of the corridor improvements, new lighting poles will be installed throughout the project limits. Based on prior experience, one of the primary challenges associated with this scope of work involves the installation of underground conduit to house the electrical wiring. The contractor may utilize either open trenching or directional boring methods to place the conduit, followed by the pulling of electrical conductors through the installed duct.

Our team will closely monitor the installation to ensure compliance with specified burial depths and horizontal offsets, thereby minimizing the risk of future utility conflicts. Each lighting pole

Tab 4 - Project Approach



is strategically located near the back edge of the proposed sidewalk. Accordingly, the timing of conduit and wiring installation will be coordinated to avoid interference with existing utilities, proposed infrastructure, and adjacent pavement or sidewalk areas.

This project includes an ample amount of landscaping throughout the project limits. The installation of landscaping features will the final step to enhance the overall look of the project for a positive public perception. Leading up to the vegetation improvements, we will conduct a pre-landscaping meeting with project personnel to outline expectations and establish a schedule for milestones such as soil sampling, shop drawing submittals, and key delivery dates. The work will begin with installation of irrigation, our team will ensure the installed system conforms with the contract requirements for all products installed, without overspray on hardscape amenities and paved surfaces.

When working near the underground retention chamber system, we will utilize our GNSS survey equipment, and re-establish the areas free of the underground chamber system. This will ensure installed landscaping features will have no impact on the underground stormwater system.

At the time of deliveries, our team will verify that all plants provided by the contractor meet the size and container specifications stated in the plans, that all plants are of Florida No.1 grade or better, and that all plant materials are planted within six hours of being delivered to the jobsite or are otherwise securely stored and properly watered to maintain plant health.

As the project closeout approaches, and the job is recommended for final acceptance, our team will play a critical role in ensuring a smooth transition from construction to City of Destin ownership. We will verify all contractual obligations have been fulfilled, and that the project has been delivered in accordance with the agreed scope, quality, and standards. Our approach to closing out the project will consist of:

- Substantial completion and final completion checklists
- Final inspection and walkthroughs
- Written notification of date and time of final inspection
- Recommendations for final payments
- Provide copies of project records



Tab 5 - References

OKALOOSA COUNTY

Contact Name: Stephen D. Blalock, PE - Design Engineer/Project Manager

Address: 1759 S. Ferdon Boulevard, Crestview, FL 32536

Telephone Number: 850-423-4871 (office)/850-902-6538 (cell)

Email: sblalock@myokaloosa.com

Project Name: County Road 2 Widening



FDOT DISTRICT THREE

Contact Name: Brian Tew - FDOT Construction Project Manager

Address: 1074 Highway 90 East, Chipley, FL 32428

Telephone Number: 850-767-4930

Email: Brian.Tew@dot.state.fl.us

Project Name: Widening of SR 390 from E of CR 2312 to Jenks Avenue and SR 390 from Jenks Avenue to E of SR 77



Tab 6 - Forms and Documents

A. Respondent Acknowledgment

RESPONDENT **ACKNOWLEDGEMENT**

Submit RFQ's To: City of Destin
CITY CLERK'S OFFICE
4200 Indian Bayou Trail
Destin, Florida 32541
Telephone: (850) 837-4242

RFQ Title: CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR THE CROSSTOWN CONNECTOR PROJECT

RFQ Number: 25-06-CD

RFQ Received By: **June 9, 2025, NO LATER THAN 1:00 P.M. (CT)**

RFQ's will be publicly opened and recorded for acknowledgement of receipt in the City Hall Boardroom, unless specified otherwise, on: **June 9, 2025, no later than 1:00 P.M. (CT)** and may not be withdrawn within ninety (90) days after such date and time.

Name of Vendor: RS&H, Inc.

Federal I.D. Number: 59-2986466

A Corporation of the State of: Florida

Area Code: 386 Telephone Number: 527-5281

Area Code: N/A Fax Number: N/A

Mailing Address: 1697 East James Lee Boulevard

City/State/Zip: Crestview, FL 32539

Vendor Mailing Date: 06/09/2025

Authorized Signature

William Downey, PE, LEED AP - Vice President
Name Typed

THIS PAGE MUST BE SUBMITTED FOR RESPONSE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

Tab 6 - Forms and Documents

B. Addenda Acknowledgment

A D D E N D A

CITY OF DESTIN
FLORIDA

RFQ TITLE: **RFQ No. 25-06-CD, CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR THE CROSSTOWN CONNECTOR PROJECT**

RESPONDENT: RS&H, Inc.

DATE SUBMITTED: June 9, 2025

We propose and agree, if this submittal is accepted, to contract with the City of Destin, in the Contract Form, to furnish all material, equipment, machinery, tools, apparatus, means of transportation, construction, coordination, labor and services necessary to complete/provide the work specified by the Contract documents.

Having studied the documents prepared by:

CITY OF DESTIN

We propose to perform the work of this Project according to the Contract documents and the following addenda which we have received:

ADDENDUM NO.	DATE	ADDENDUM No.	DATE
#1	05/27/2025		

☐ **NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS BID**

THIS PAGE MUST BE SUBMITTED FOR RESPONSE TO
BE CONSIDERED COMPLETE AND ACCEPTABLE

Tab 6 - Forms and Documents

B. Addenda Acknowledgment

END OF ADDENDUM NO. 1

A copy of Addendum No. 1 signed and acknowledged shall precede the mandatory information required in the subject RFQ.

Receipt of Addendum No. 1 is hereby acknowledged:

Bill Downey, PE, LEED AP
Print Name


Signature

05/27/2025
Date

2

Tab 6 - Forms and Documents

C. Drug Free Workplace

CITY OF DESTIN, FLORIDA

REQUEST FOR QUALIFICATIONS (RFQ) NO. 25-06-CD
"CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR THE CROSSTOWN CONNECTOR PROJECT
FOR THE CITY OF DESTIN"

DRUG-FREE WORKPLACE CERTIFICATION

The below signed Bidder certifies that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection 1.

4. In the statement specified in subsection 1., notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation occurring in the workplace no later than five (5) working days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I certify that this firm complies fully with the above drug-free workplace requirements.

COMPANY: RS&H, Inc.

ADDRESS: 1697 East James Lee Boulevard

CITY: Crestview STATE: FL ZIP CODE: 32539

TELEPHONE NUMBER: 386-527-5281

SIGNATURE: _____ DATE: 5/20/2025

NAME (TYPED OR PRINTED): William Downey, PE, LEED AP

TITLE: Vice President

THIS PAGE MUST BE SUBMITTED FOR RESPONSE TO
BE CONSIDERED COMPLETE AND ACCEPTABLE

Tab 6 - Forms and Documents

D. Schedule of Subconsultants

CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR THE CROSSTOWN CONNECTOR PROJECT SCHEDULE OF SUB-CONSULTANTS

The Undersigned Consultant proposes the following major sub-consultant(s) for the major areas of work for the Project. The Bidder is further notified that all sub-consultants shall be properly licensed, bondable and shall be required to furnish the City with a Certificate of Insurance in accordance with the contract general conditions. This page may be reproduced for listing additional sub- consultant(s), if required.

Name of Sub- Consultant	Address of Sub-Consultant	License No.:	Task	
Quest Corporation of America	17220 Camelot Court Land O' Lakes, FL 3463	#8386	Public Involvement	
Universal Engineering Services (UES)	400 E 16th Street Panama City, Florida, 32405	#549	Materials Testing	
WSP USA, Inc.	One Penn Plaza, 4th Floor Licensing US New York, NY 10119	#1462	CEI	

Signature William Downey, PE, LEED AP Date: 05/20/2025

Title/Company Vice President - RS&H, Inc.

The City reserves the right to reject any sub- consultant(s) who has previously failed in the proper performance of an award, or failed to deliver on time contracts in a similar nature, or who is not responsible(financial capability, lack of resources, etc.) to perform under this award. The City reserves the right to inspect all facilities of any sub- consultant(s) in order to make a determination as to the foregoing.

THIS PAGE MUST BE SUBMITTED FOR RESPONSE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

Tab 6 - Forms and Documents

E. Professional Liability Insurance

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/29/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Edgewood Partners Insurance Center 3780 Mansell Rd. Suite 370 Alpharetta GA 30022	**CONTACT NAME:** Greyling COI Specialist **PHONE (A/C, No, Ext):** 770.756.6599 **FAX (A/C, No):** **E-MAIL ADDRESS:** greylingcerts@greyling.com
INSURED RS&HINC RS&H, Inc. 10748 Deerwood Park Blvd South Jacksonville, FL 80237-0000	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Lloyd's of London — 85202 **INSURER B :** Zurich American Insurance Company — 16535 **INSURER C :** American Guarantee & Liability Ins Co — 26247 **INSURER D :** Travelers Property Casualty Co of Amer — 25674 **INSURER E :** The Continental Insurance Company — 35289 **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1098803070 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:			GLO146640902	6/28/2024	6/28/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 2,000,000 $ 300,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
B	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			BAP146956402	6/28/2024	6/28/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 2,000,000 $ $ $ $
B D E	X **UMBRELLA LIAB** [X] OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE DED [X] RETENTION $ 10,000			AUC146955802 EX6T35064A24NF FFX7039681430	6/28/2024 6/28/2024 6/28/2024	6/28/2025 6/28/2025 6/28/2025	EACH OCCURRENCE AGGREGATE Each Occ/Aggregate	$ 9,000,000 $ 9,000,000 $ 10,000,000
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC041147102	6/28/2024	6/28/2025	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Professional Liab Incl. Pollution			B0146LDUSA2404894	6/28/2024	6/28/2025	Per Claim Aggregate	$5,000,000 $5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Umbrella - Total Limit $29,000,000
Primary $9M Policy #AUC146955802 American Guarantee and Liability Insurance Company
$10M XS Policy #EX6T35064A24NF Travelers Property Casualty Company of America
$10M XS Policy #FFX7039681430 The Continental Insurance Company
Re: Project #3008XXXXXXX, RFQ #25-06-CD, Construction Engineering and Inspection Services for the Crosstown Connector Project.
City of Destin, Florida is named as an Additional Insured with respects to General & Automobile Liability where required by written contract. Waiver of Subrogation in favor of Additional Insured where required by written contract & allowed by law. Umbrella Follows Form with respects to General, Automobile & Employers Liability Policies. Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, we will endeavor to provide 30 days' written notice (except 10 days for nonpayment of premium) to the Certificate Holder.

CERTIFICATE HOLDER	**CANCELLATION**
City of Destin, Florida Attn: Larry Jones 4200 Indian Bayou Trail Destin, FL 32541	**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.** **AUTHORIZED REPRESENTATIVE**

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Tab 6 - Forms and Documents

F. Supplemental Information Relative to RFQ

CITY OF DESTIN, FLORIDA

REQUEST FOR QUALIFICATIONS (RFQ) NO. 25-06-CD
"CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR THE CROSSTOWN CONNECTOR PROJECT
FOR THE CITY OF DESTIN"

LIABILITY & INDEMNIFICATION FORM

To the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless CITY, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of this Agreement.

RS&H, Inc. CONSULTANT's Company Name	 Authorized Signature – Manual
1697 East James Lee Boulevard, Crestview, FL 32539 Physical Address	William Downey, PE, LEED AP Authorized Signature – Typed
1697 East James Lee Boulevard, Crestview, FL 32539 Mailing Address	Vice President Title
386-527-5281 Phone Number	N/A FAX Number
386-527-5281 Cellular Number	386-527-5281 After-Hours Number(s)
bill.downey@rsandh.com Email address	05/20/2025 DATE

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Tab 6 - Forms and Documents

F. Supplemental Information Relative to RFQ

CITY OF DESTIN, FLORIDA

REQUEST FOR QUALIFICATION (RFQ) NO. 25-06-CD
"CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR THE CROSSTOWN CONNECTOR PROJECT
FOR THE CITY OF DESTIN"

CERTIFICATION OF INDEPENDENCE AND NO CONFLICT OF INTEREST

By submitting a proposal in response to the REQUEST FOR QUALIFICATIONS for RFQ No. 25-06-CD. – CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR THE CROSSTOWN CONNECTOR PROJECT FOR THE CITY OF DESTIN, the undersigned certifies the following:

1. The proposal has been developed independently, without consultation, communication or agreement with any employee or consultant to the City who has worked on the development of this RFQ, or with any person serving as a member of the evaluation committee.

2. The proposal has been developed independently, without consultation, communication or agreement with any other firm or parties for the purpose of restricting competition.

3. Unless otherwise required by law, the information found in the proposal has not been knowingly disclosed and will not be knowingly disclosed prior to the award of the contract, directly or indirectly, to any other firm.

4. No attempt has been made or will be made by (Name of Firm) to induce any other firm to submit or not to submit a proposal for the purpose of restricting competition.

5. No relationship exists or will exist during the contract period between (Name of Firm) and the City that interferes with fair competition or is a conflict of interest.

Sincerely,

William Downey, PE, LEED AP	Vice President
Name	Title

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Tab 6 - Forms and Documents

F. Supplemental Information Relative to RFQ

ANTI-HUMAN TRAFFICKING AFFIDAVIT

DIRECTIONS: *All nongovernmental entities that are or potentially will be contracting, renewing or extending contracts with the City of Destin must have an officer or representative fully execute this affidavit. Note, this is a mandatory requirement of s 787.06(13), Florida Statutes effective July 1, 2024.*

I William Downey, PE, LEED AP (insert name) as Vice President (insert title) on behalf of RS&H, Inc. (insert entity name) under penalty of perjury hereby attest as follows:

1. I am over 21 years of age and have personal knowledge of the matters set forth in this affidavit.
2. RS&H, Inc. (insert entity name) does not use coercion for labor or services as defined in s. 787.06(2)(a), Florida Statutes.
3. More particularly, RS&H, Inc. (insert entity name) does not participate in any of the following actions:
    a. Using or threatening to use physical force against any person;
    b. Restraining, isolating or confining or threatening to restrain, isolate or confine any person without lawful authority and against her or his will;
    c. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of the labor or services are not respectively limited and defined;
    d. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
    e. Causing or threatening to cause financial harm to any person;
    f. Enticing or luring any person by fraud or deceit; or
    g. Providing a controlled substance as outlined in Schedule I or Schedule II of s. 893.03, Florida Statutes to any person for the purpose of exploitation of that person.

FURTHER AFFIANT SAYETH NAUGHT.

Printed Name: William Downey, PE, LEED AP
Title: Vice President
Nongovernmental entity: RS&H, Inc.
Date: 5/20/25

STATE OF Georgia
COUNTY OF Laurens

SWORN TO AND SUBSCRIBED before me ___ in person or ✓ remote notarization by William Downey as Vice President on behalf of RS&H, Inc., who is personally known to me or who produced _____ as identification this 20th day of May, 2025.

Notary Public

(Notary Seal)

TONYA LAKE NOTARY PUBLIC LAURENS COUNTY, GA Exp. June 14, 2027

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Tab 6 - Forms and Documents

G. Public Entities Crimes Statement

CITY OF DESTIN, FLORIDA

REQUEST FOR QUALIFICATIONS (RFQ) NO. 25-06-CD
"CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR THE CROSSTOWN CONNECTOR PROJECT
FOR THE CITY OF DESTIN"

SWORN STATEMENT UNDER SECTION 287.133 (3) (A)
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract RFQ #25-06-CD CEI Services for the Crosstown Connector Project

2. This sworn statement is submitted by RS&H, Inc.

whose business address is 1697 East James Lee Boulevard, Crestview, FL 32539 and (if applicable) Federal Employer Identification Number (FEIN) is 59-2986466 (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

3. My name is William Downey, PE, LEED AP and my relationship to the entity named above is Vice President

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g). Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(1)(b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime; or

2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in

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Tab 6 - Forms and Documents

G. Public Entities Crimes Statement

the management of an affiliate. The ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active n management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

X Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

____The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. (please attach a copy of the final order)

____The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted vendor list. (please attach a copy of the final order)

_____The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by, or pending with, the Department of General Services.)

[signature] 05/20/2025
(Signature) Date:

STATE OF Georgia
COUNTY OF Laurens

The foregoing instrument was acknowledged before me by means of physical presence __ or online notarization ✓, this 20th day of May, 2025,

By: Tonya Lake
(Print name)

Personally known ✓ OR Produced Identification _____

[signature] Seal:
Notary Signature

TONYA LAKE NOTARY PUBLIC Exp. June 14, 2027 LAURENS COUNTY, GA

32 | Page

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RS&H

1697 East James Lee Boulevard
Crestview, FL 32539

850-258-3992
rsandh.com





ORIGINAL

RFQ No. 25-06-CD

Construction Engineering & Inspection Services for the Crosstown Connector Project for the City of Destin | June 9, 2025

CEI Inspection Services

Contents.

01 Letter of Interest

02 Qualification Statement

03 Project Team

04 Project Approach

05 References - Past Performance

06 General Information



Construction Engineering + Inspection Services

SSR

Construction Engineering + Inspection Services



01

Letter of Interest . . . . . .

June 9, 2025

Larry Jones, City Manager
City of Destin Clerk's Office
4200 Indian Bayou Trail
Destin, FL 32541

Subject: RFQ #25-06-CD – CEI Services for the Crosstown Connector Project in Destin, FL

Dear Mr. Jones:

Smith Seckman Reid, Inc. (SSR) is pleased to submit our qualifications to provide Construction Engineering and Inspection (CEI) services for the City's new Crosstown Connector project. The SSR team has performed an in-depth review of the complete RFQ, the Phase IV Contract Plans (dated May 2025), and has performed a field review of the project location. We understand that this project involves construction of a brand new two-lane urban (curbed) roadway which will extend Azalea Drive approximately 0.4 miles to the east and connect via roundabout to Legions Drive. Other work will include various side street connections, stormwater retention chambers (as well as pipes, structures, swales, and ponds), sidewalks, signing, pavement markings, street lighting, and landscaping. The project will be phased construction with Phase I consisting of constructing the underground drainage system followed by Phase II which will involve construction of the remainder of the project.

SSR is currently under contract to provide CEI inspection services on the east side of Destin for FDOT's Group 25-N projects: SR 30 (US 98) and SR 293 Resurfacing which will begin later this fall. SSR has the capacity and resources to provide the City with top-level CEI services for the new Crosstown Connector project as well. Our recent experience includes CEI Services for the new Foy Shaw Parkway alignment completed in 2021 connecting US 90 to Bob Sikes Airport in Crestview, as well as several FDOT projects in the area including SR 85 from 12th Avenue in Shalimar to Wolverine Drive in Niceville, along with SR 190 (Valparaiso Parkway) and SR 397 to the Eglin AFB Main Gate. SSR's combined experience with similar projects affords us a team of knowledgeable professionals who can provide the requested services in a manner that meets or exceeds all expectations. Our current FDOT CEI Grade of 4.1 makes us one of the highest rated CEI consultants in District 3. Moreover, SSR is prequalified in **FDOT Work Types 10.1 and 10.3**, among others. For this project, we have teamed with the following subconsultants to provide the requested scope of services: (1) *ABC Group, Inc.* (DBE) will provide Public Involvement and Community Awareness Services; and (2) *Nova Engineering and Environmental, LLC* will provide materials testing (earthwork, concrete, etc.) from their lab in Panama City, Florida.

SSR proposes to provide the requested CEI services for the Crosstown Connector project out of our Florida D3 Regional Office in Crestview, FL. I will serve as the Principal-in-Charge and main point of contact throughout the project. Feel free to reach me anytime at (850) 737-4264, or via email at ssmith@ssr-inc.com. Personally, having retired as the State Director of Local Agency Programs (LAP) for the Mississippi Department of Transportation (MDOT), I understand firsthand just how important each and every dollar is to local county governments and that every dollar must be spent to provide as much economic benefit as possible. SSR would like to partner with the City of Destin to ensure a successfully completed project—on time, and within budget. As your professional consultant of choice, our staff is available and ready to commence work immediately. We look forward to working with you in the near future.

Sincerely,
Sharpie Smith, P.E., Principal

3243 E. James Lee Blvd.,
Crestview, FL 32539
info@ssr-inc.com **www.ssr-inc.com**

SSR

Construction Engineering + Inspection Services



02

Qualification Statement . . . . .

RESPONDENT'S QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

SUBMITTED TO: City of Destin
City Clerk's Office
4200 Indian Bayou Trail
Destin, Florida 32541
Telephone: (850) 837-4242

Submitted By:
Name: Smith Seckman Reid, Inc.
Address: 2995 Sidco Dr
City, State, Zip: Nashville, TN 37204
Telephone No.: 615.383.1113
Email: ebroome@ssr-inc.com

Check One	
Corporation	X
Partnership	
Individual	
Other	

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

   The correct name of the Respondent is:
   Smith Seckman Reid, Inc.

   The address of the principal place of business is:
   2995 Sidco Dr
   Nashville, TN 37204

2. If Respondent is a corporation, answer the following:

   a. Date of Incorporation: Feb 1, 1968
   b. State of Incorporation: Tennessee
   c. President's name: Susan Osterberg, CEO
   d. Vice President's name: Jon Ross
   e. Secretary's name: Mike Rogers, CGO
   f. Treasurer's name: Tim Priddy, CFO
   g. Name and address of Resident Agent: SSR is a 100% ESOP-owned Corporation.

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3. If Respondent is an individual or a partnership, answer the following: N/A

   a. Date of organization: _____

   b. Name, address and ownership units of all partners:

   _____

   _____

   _____

   c. State whether general or limited partnership: _____

4. If Respondent is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:
   N/A

5. If Respondent is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.
   N/A

6. How many years has your organization been in business under its present business name?
   57 years

   Under what other former names has your organization operated?
   N/A

7. Indicate registration, license numbers or certificate numbers for the businesses or professions, which are the subject of this Bid. Please attach certificate of competency and/or state registration.

   SSR is a Tennessee Corporation authorized to transact business in the State of Florida under document number P36528

8. Have you ever failed to complete any work awarded to you? If so, state when, where and why:

   SSR has not failed to complete any work awarded

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9. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary)

Client Service Manager Sharpie Smith: Principal with 40 years of experience

Project Manager/Primary Project Professional Eric Broome: Florida PE with 27 years of experience

Additional information on key individuals can be found in the resume portion of the proposal.

10. State the name of the individual who will have personal supervision of the work:

Eric Broome, PE

11. State the name and address of attorney, if any, for the business of the Respondent:

David Booth represents SSR as an in-house council.

12. State the names and addresses of all businesses and/or individuals who own an interest of more than five percent (5%) of the Respondent's business and indicate the percentage owned of each such business and/or individual:

SSR is a 100% employee-owned company. No individual holds more than 5% of ownership.

13. State the names, addresses, and the type of business of all firms that are partially or wholly owned by Respondent:

N/A

14. Annual Average Revenue of the Respondent for the last three years as follows:

		Revenue Index Number
a.	Government Related Work	10
b.	Non-Governmental Related Work	10
	Total Work (a +b):	10

Revenue Index Number

1.	Less than $100,000
2.	$100,000 to less than $250,000
3.	$250,000 to less than $500,000
4.	$500,000 to less than $1 million
5.	$1 million to less than $2 million
6.	$2 million to less than $5 million
7.	$5 million to less than $10 million
8.	$10 million to less than $25 million
9.	$25 million to less than $50 million
10.	$50 million or greater

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15. Bank References:

Bank	Address	Telephone
Truist Bank	401 Commerce Street, Suite 440 Nashville, TN 37219	615.748.4635

16. Provide description of policies and methods for project monitoring and budgeting control as well as adherence to project schedule (continue on insert sheet, if necessary).

Description of policies and methods are included as an attachment.

17. Provide descriptions of quality assurance/quality control management methods (continue on insert sheet, if necessary):

Descriptions of quality assurance/quality control management methods included as an attachment.

18. What will be your turnaround time for written responses to City inquires?

Typically within 1-2 hours, or sooner, depending on the nature of the inquiry. SSR holds timely communication and responsiveness in the highest regard when it comes to serving our clients well.

19. List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Respondent, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description, the disposition of each such petition.

No bankruptcy petitions have been filed by or against SSR.

20. List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Respondent or its predecessor organization(s) during the last five (5) years. The list shall include all case names, case arbitration or hearing identification numbers, the name of the project which the dispute arose, and a description of the subject matter of the dispute.

Litigation information from the last five years is included as an attachment following these documents.

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21. List and describe all criminal proceedings or hearings concerning business related offenses to which the Respondent, its principals or officers or predecessors' organization(s) were defendants.

Litigation information from the last five years is included as an attachment following these documents.

22. Has the Respondent, its principals, officers or predecessors' organization(s) been CONVICTED of a Public Entity Crime, debarred or suspended from bidding by any government during the last five (5) years? If so, provide details.

SSR, its principals, and officers have not been convicted of a public entity crime.

The Respondent acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by owner in awarding the contract and such information is warranted by Respondent to be true. The discovery of any omission or misstatement that materially affects the Respondent's Proposals to perform under the contract shall cause the owner to reject the Response, and if after the award, to cancel and terminate the award and/or contract.

(Signed) [signature]

(Title) Senior Principal

STATE OF TN
COUNTY OF Davidson

The foregoing instrument was acknowledged before me by means of physical presence ✓ or online notarization __, this 4th day of June, 2025,

By: Ali McDonald
(Print name)

Personally known ✓ OR Produced Identification _____

[signature]
Notary Signature

Seal:

ALICE MCDONALD
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

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16. Provide description of policies and methods for project monitoring and budgeting control as well as adherence to project schedule

If selected, the SSR team will work diligently to ensure that the project is completed within the contract duration—notwithstanding delays from the occasional inclement weather. With respect to this, there are several standards of practice that SSR will utilize to facilitate good communication and understanding between the City of Destin (our client), the CEI, and the Contractor. This includes, but is not limited to:

- Scheduling and conducting a Pre-Construction Conference prior to the Contractor's Notice-to-Proceed being issued
- Scheduling and conducting a Pre-Paving Conference prior to the start of any paving operations
- Scheduling and conducting Weekly Progress Meetings to review the Contractor's controlling items of work and to discuss/work through any ongoing issues
- Scheduling Utility Meetings in the field ahead of any proposed utility work or potential conflicts that may arise

Proper oversight and inspection of the Contractor's daily work effort is critical in minimizing additional work, rework, change orders, contractor claims, and unnecessary delays. SSR's team of roadway and asphalt plant inspectors are committed to overseeing, documenting, and testing all items of work in accordance with applicable FDOT Specifications, the Approved Product List (APL), and the Sampling Testing and Reporting Guide (STRG). We will closely monitor the Contractor's work progress, quality of work, and identify discrepancies in a timely manner as to minimize any corrective actions that may be required.

17. Provide descriptions of quality assurance/ quality control management methods

The SSR Team is committed to providing top-level staffing that meet the CEI Scope of Services for this contract. To accomplish this, SSR will accurately document all aspects of the Contractor's work via thorough DWR's and will maintain project files in accordance with the CPAM and Department GAP (electronic document) requirements. In addition, SSR will submit a QA Plan which outlines our internal QA practices for the County Project Manager to review and approve. It is important that any technical or other work products and deliverables are routinely checked and reviewed internally before submittal. This includes daily records of work (DWR's), job progress calculations, general project documentation, materials testing and certifications (MAC, APL submittals, etc.), potential change orders or supplemental agreements, and monthly progress estimates. Our Senior Project Engineer, Eric Broome, along with proposed Assistant Project Administrator, Zach Forehand, will be responsible for ensuring that all work products are submitted for internal review and will implement SSR's established processes and procedures throughout the duration of the construction contract. SSR will implement an objective uality assurance review (QAR) program with audits and checklists conducted at the start of the project and throughout the duration of construction in accordance with FDOT procedures and scope requirements.

Technology, Training, and Certifications: Our inspectors, led by Assistant Project Administrator, Zach Forehand, will perform verification sampling and testing of component materials through Nova's lab in Panama City, Florida. If available, SSR will utilize the Materials Acceptance and Certification System (MAC) to document sample data and test results (such as earthwork densities) in accordance with the Job Guide Schedule (JGS). This will include utilization of the relatively new EERS component in MAC, resolving any material deficiencies through the Material Acceptance Resolution (MAR) process such as rolling straight edge issues—and tracking all APL, BABA, samples as re uired by the FDOT Materials Manual. SSR will direct the Contractor to correct any observed discrepancies such that all materials incorporated into the project are in compliance and will document this effort through the MAR process. Our team of Engineers, Project Administrators, and Inspectors meet all of the CTQP certifications re uired for this contract. In addition, our staff is knowledgeable, experienced, and up-to-date with the latest FDOT applications being utilized on current CEI and Construction contracts, including:

- AASHTOWARE's Project Construction (PrC)
- MAC / Electronic Earthwork Record System
- Causeway One.Network LCNS
- GAP / EDMS

20. List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Respondent or its predecessor organization(s) during the last five (5) years. The list shall include all case names, case arbitration or hearing identification numbers, the name of the project which the dispute arose, and a description of the subject matter of the dispute.

AND

21. List and describe all criminal proceedings or hearings concerning business related offenses to which the Respondent, its principals or officers or predecessors' organization(s) were defendants.

SSR, having been in business since 1968,with a national presence, and employing hundreds of engineers, designers, and consultants, has completed tens of thousands of projects with over 2,800 projects currently open. As such, SSR's involvement in claims is commensurate with this history, national presence,and size. SSR consequently has a level of ongoing risk management activity, with indemnity provided by professional liability insurance, typical of a firm with these attributes. Litigation involving SSR filed within the past five years is described below. There are no judgments pending or outstanding against SSR or its officers. If more information is needed concerning the matters referenced below, please contact SSR's Risk Manager, David Booth (dbooth@ssr-inc.com).

	Project-Claimant	Location	Date Initiated	Current Status
1)	Chicago St. Luke's Health Network	Livingston, TX	2020	Dismissed
2)	LCS aty LCS Development, LLC	aty, TX	2021	Pending
3)	UTMC noxville Heart Health Expansion Patricia and Joel Patterson	noxville, TN	2022	Resolved
4)	City of Memphis Facility Expansion and Environmental Maintenance Illinois Central Railway Company	Memphis, TN	2023	Resolved
5)	Midland County Hospital Expansion Midland County Hospital	Midland, TX	2023	Dismissed
6)	GSW Chase Center Arena GSW Arena, LLC	San Francisco, CA	2024	Pending

1) SSR was one of multiple defendants who were sued by a worker who was injured when he fell from a ladder at the owner's hospital which was constructed approximately 20 years prior. Plaintiff alleged that a copper pipe spontaneously burst while he was on a ladder,causing him to lose his balance and fall. In June 2020, the court granted SSR's motion to dismiss SSR from the lawsuit.

2) Litigation brought by the owner in early 2022 against the contractor, the design team (architect and SSR), among others, alleging fault for temperature control issues reported by residents in a small percentage of units at the owner's living facility for the elderly. SSR rendered MEP consulting services beginning in 2015 with CA services performed through late2017. SSR's assessment, supported by thermal imaging of the facilities, expert opinion and laboratory test results, indicates the temperature control issues did not stem from an improper H AC design but were instead most likely caused by defective construction, H AC manufacturing issues and/or improper H AC maintenance. In a settlement with the owner, the contractor agreed to replace the entire building envelope for each facility. Litigation remains pending while efforts to resolve the matter through mediation are ongoing.

3) Litigation brought by third-party plaintiff against the owner alleging injury caused by a leaking overhead waste pipe in plaintiff's hospital room. The incident occurred as a result of the plumbing contractor crossing the waste and vent stack during construction. The vent stack eventually filled with wastewater, creating a buildup of pressure that caused one or more pipe fittings to fail. The owner responded to the suit by asserting fault against the general contractor and the plumbing contractor for the damages but not the commissioning agent (SSR). The plumbing contractor subsequently asserted comparative fault against SSR for allegedly failing to properly inspect certain waste and vent stack connections. In January 2023, this matter was resolved pursuant to a confidential global settlement.

) SSR was added as one of multiple defendants to this lawsuit filed in 2022 by the plaintiff railroad company against the City of Memphis. The plaintiff alleges a City project caused increased erosion along plaintiff's railroad tracks near the project site. SSR provided civil engineering design for the project. The City, architect, and contractor disputed the railroad's allegation regarding the source of the erosion and did not fault SSR's design. In October 2023, this matter was resolved pursuant to a confidential global settlement.

5) Litigation filed in March 2023 by owner against the general contractor, mechanical subcontractor, architect, mechanical engineer, project manager, and commissioning agent (SSR) in connection with owner's hospital expansion and renovation project. The owner alleges that incorrect valves and fittings were designated and installed in the owner's water system resulting in their premature failure due to known aggressive water conditions in the area. The owner also alleges circulating pumps in the hot water system were oversized resulting in pinhole leaks. Given SSR's limited scope as the commissioning agent on the project, SSR was not the primary target of the owner's suit, as the allegations in the complaint primarily implicated work performed by the contractors, architect, and engineer. In July 2023, the owner voluntarily dismissed SSR from the lawsuit in response to SSR's motion to dismiss.

6) SSR is one of multiple parties to a claim against the construction team and design team (architect and SSR) related to flooding that occurred after a significant rain event at a newly constructed sports and entertainment arena in San Francisco, California. SSR performed MEP design services beginning in 2013 and concluding in September 2019. In January 202 , SSR was notified that the owner intended to pursue the design team and general contractor in an arbitration to recover damages related to the flooding. Arbitration remains pending while efforts to resolve the matter through mediation are ongoing.



Our local team.

SSR will be "on-the-ground" performing CEI inspection services for two FDOT projects in Destin beginning later this fall (SR 30 and SR 293 Resurfacing). We have the capacity and additional resources to provide the City with uality construction administration and inspection services as well. SSR proposes to service this project from our local office in Crestview, FL. Our project team is supplemented by subconsultants ABC Group and Nova.

Established in 1996, Nova was originally founded to provide Environmental Consulting, Geotechnical Engineering, and Construction Materials Testing services to the design and construction community. Nova will supplement our team by providing any needed materials testing from their Panama City lab.

ABC Group is a corporate communications firm head uartered in Niceville, Florida specializing in public information and community outreach for infrastructure and transportation projects across the Florida Panhandle. With more than two decades of experience, ABC Group has been a trusted partner of the Florida Department of Transportation (FDOT) and numerous local governments delivering tailored communications strategies that inform, engage, and build trust with the public.



With three offices located across the state, we call Florida home. SSR is uniquely familiar with the requirements and conditions of projects within the state and are dedicated to serving our local and surrounding communities.

SSR

Construction Engineering + Inspection Services



03

Project Team . . . . . .

A dedicated team.



Sharpie Smith, PE
Client Service Manager - Principal (SSR)



Eric Broome, PE
Project Manager / Primary Project Professional (SSR)



Zach Forehand
Contract Support / Assistant Project Manager (SSR)

Community Outreach Specialist
Stacey Wallace (ABC/DBE)

Senior Inspector
Jerrye Barriger (SSR)

Materials Testing
NO A

Asphalt Plant Inspector
Jonathan Raudales (SSR)

Roadway Inspectors
Derek ent (SSR)
Buck Walters (SSR)

SSR

NOVA ENGINEERING AND ENVIRONMENTAL

ABCGroup COMMUNICATION SOLUTIONS

Sharpie Smith

CLIENT SERVICE MANAGER • PE

Sharpie is a Senior Project Engineer with over 40 years of experience in the industry. He joined SSR as a Regional Practice Manager and is managing our efforts in Florida. Sharpie served 26 years with the Mississippi Department of Transportation in the Laurel, Waynesboro, Hattiesburg, and Jackson offices. In 2001, he became the District 6 assistant maintenance engineer for the 14 southern coastal counties of Mississippi. He was responsible for dealing with the aftermath of Hurricane Katrina and the cleanup and reconstruction of various routes. He was formerly employed as the Statewide Director of the MDOT Local Programs Division.



EDUCATION

Bachelor of Science, Civil Engineering, Mississippi State University, 1986

REGISTRATIONS & CERTS

- Registered professional engineer in the states of Florida, Alabama, and Mississippi
- TIN 800907 6
- FDOT QC Manager
- FDOT Advanced MOT
- FDOT Critical Structures
- FDOT Earthwork Level I II
- Nuclear Gauge Safety
- Critical Structures - Self Study*
- FDOT LAP Certified

YEARS OF EXPERIENCE

40

YEARS WITH SSR

12

AFFILIATIONS

- Florida Engineering Society (FES)
- Florida Transportation Builders Association (FTBA)
- Mississippi Engineering Society (MES)
- American Water Works Association (AWWA)
- American Council Engineering Companies (ACEC), Florida Transportation Committee and Mississippi Transportation Committee

Foy Shaw Parkway, *Okaloosa County, FL*
Sharpie served as Quality Assurance for this CEI project in Okaloosa County. Work under this contract included a new two-lane access road connecting U.S. Highway 90 East to the Okaloosa Industrial Air Park and Bob Sikes Airport. The new 0.8-mile arterial begins at the US-90/Cavalier Drive intersection and continues north terminating at the John Givens Road/Skyline Drive intersection.

SR 20 / SR 81 Resurfacing from the Choctawhatchee River Bridge to the Holmes County Line, *FDOT District 3, Walton County, FL*
Sharpie served as the CEI Senior Project Engineer for this CEI Group project in Walton County. Work under this contract included resurfacing approximately 24 miles of two-lane roadway, various drainage improvements, guardrail resetting and installation, bridge joint rehabilitation, signing, and pavement markings. This project was recently awarded the FTBA 2020 Best in State in the rural projects category.

5th Street Drainage Improvements, *Chipley, Florida (LAP – federal funds), Chipley, FL*
Sharpie served as the CEI Senior Project Engineer and oversaw the daily operations for this small drainage improvement project. Work included demolition of an existing, older home on City property, construction of a new stormwater pond, and additional miscellaneous drainage and roadway improvements.

Boat Race Road Multi-Use Path (LAP Project), *Callaway, FL*
Sharpie served as principal in charge, leading the team in construction engineering and inspection services for this FDOT LAP project located in Callaway, FL. Work under this contract included construction of a new eight-foot wide multi-use asphalt path along the south side of Boat Race Road. The project length was approximately one mile. Utility adjustments, new drainage structures, concrete pipe, gravity wall construction, as well as signing and striping were part of the improvements.

Pirates Cove Road, *Ponce de Leon, FL*
Sharpie served as Quality Assurance for this CEI project in Holmes County. This 0.38-mile resurfacing project was a rural collector that services US Highway 90 to the north and connects with Ponce de Leon Springs Road to the southeast. This project was being funded via the Florida Department of Transportation's Municipal Small County Outreach Program (MSCOP).

FDOT D3 Maintenance CEI Contract, *FDOT District 3*
As a subconsultant to HB, SSR was part of 1.5 million maintenance CEI contract in D3 for FDOT. Sharpie served as a principal on the project. Our team was responsible for inspecting construction and maintenance work of FDOT contractors.

Eric Broome

PROJECT MANAGER / PRIMARY PROJECT PROFESSIONAL • PE

Eric is a civil engineering professional with 25 years of combined experience in roadway design and production, PD&E and planning, public involvement, permitting, utility coordination, construction engineering and inspection (CEI), and project administration.



EDUCATION

Bachelor of Science, Civil Engineering, Florida State University, 1998

Associate of Arts, Chipola College, 1996

REGISTRATIONS & CERTS

- Registered professional engineer in the state of Florida (No. 63826)
- TIN B650 2575 0
- FDOT Earthwork Inspection Level I
- FDOT QC Manager
- FDOT Advanced MOT
- IMSA Traffic Signal Inspection
- Nuclear Gauge Safety and Hazmat
- OSHA Construction Site Safety
- ADA Standards for Accessible Designs
- Pavement Design for Roads Streets, and Roundabouts
- FDEP Stormwater Erosion Control*
- Crtical Structures - Self Study*
- *Pending

YEARS OF EXPERIENCE

27

YEARS WITH SSR

7

AFFILIATIONS

- Florida Engineering Society, Emerald Coast Chapter

Foy Shaw Parkway, *Okaloosa County, FL*
Eric served as CEI Project Administrator for this CEI project in Okaloosa County. Work under this contract included a new two-lane access road connecting U.S. Highway 90 East to the Okaloosa Industrial Air Park and Bob Sikes Airport. The new 0.8-mile arterial begins at the US-90/Cavalier Drive intersection and continues north terminating at the John Givens Road/Skyline Drive intersection.

5th Street Drainage Improvements (LAP – federal funds), *Chipley, FL*
Eric served as the CEI Project Administrator and oversaw the staffing, daily operations, and project documentation for this small drainage improvement project. Work included demolition of an existing, older home on City property, construction of a new stormwater pond, and additional miscellaneous drainage and roadway improvements.

Boat Race Road Multi-use Path, *Callaway, FL*
Eric served as CEI Project Administrator for this FDOT LAP project located in Callaway, FL. Work under this contract included construction of a new eight-foot wide multi-use asphalt path along the south side of Boat Race Road. The project length was approximately one mile. Utility adjustments, new drainage structures, concrete pipe, gravity wall construction, as well as signing and striping were included in the improvements.

Pirates Cove Road, *Ponce de Leon, FL*
Eric served as CEI Project Administrator for this CEI project in Holmes County. This 0.38-mile resurfacing project was a rural collector that services US Highway 90 to the north and connects with Ponce de Leon Springs Road to the southeast. Funded via the Florida Department of Transportation's Municipal Small County Outreach Program.

SR 81 Reconstruction at CR 183 and CR 181, *FDOT District 3, Walton County, FL*
Eric served as the CEI Project Administrator for this safety improvements project on SR 81 in Walton County. Work under this contract consisted of improving stopping sight distance by lowering the profile grade and reconstructing portions of SR 81 at CR 183 and CR 181. Related construction items included grading, drainage, milling and resurfacing, signing and pavement markings, signalization, and lighting.

SR 20 / SR 81 Resurfacing from the Choctawhatchee River Bridge to the Holmes County Line, *FDOT District 3, Walton County, FL*
Eric served as the CEI Project Administrator for this CEI Group project in Walton County. Work under this contract included resurfacing approximately 24 miles of two-lane roadway, various drainage improvements, guardrail resetting and installation, bridge joint rehabilitation, signing, and pavement markings. This project was recently awarded the FTBA 2020 Best in State in the rural projects category.

Zach Forehand

CONTRACT SUPPORT / ASSISTANT PROJECT MANAGER

Zach is a project manager with the experience to lead all aspects of construction projects from conception to completion. He is skilled in project scheduling, oversight, budget management, and representing the client's interests and goals while maintaining compliance with federal, state, and local regulations. He has experience preparing and negotiating contracts, processing contract revisions and change orders, and monitoring compliance with project plans, specifications, provisions.



EDUCATION

Bachelor of Science in Business Administration, Project Management, Liberty University, 2022

REGISTRATIONS & CERTS

- FDOT Asphalt Paving Level I
- FDOT Earthwork Inspection Level I II
- FDOT Advanced MOT
- Nuclear Gauge Safety w/ hazmat
- FDOT Critical Structures
- FDOT Asphalt Paving Level II*
- FDOT Final Estimates Level I
- FDOT Final Estimates Level II*
- FDOT QC Manager
- Certified General Contractor

YEARS OF EXPERIENCE

6

YEARS WITH SSR

1

DeFuniak Springs Municipal Airport Terminal, *City of DeFuniak Springs, FL
Zach served as Project Manager for construction of a new Municipal Airport Terminal in DeFuniak Springs, FL. This project included vertically constructing a new ADA compliant terminal facility, an asphalt parking lot with individual parking spaces, and an asphalt terminal apron that connected to the taxiway. Additional responsibilities for this project included managing contractors, stakeholder relations, reviewing and approving pay applications, executing vendor contracts, overseeing utility installation and connections such as water and sewer, and ensuring the City Councils' overall expectations were met or exceeded in terms of project execution.

Coy Burgess Watermain Installation, *City of DeFuniak Springs, FL
Zach served as Project Manager overseeing the installation of approximately 5,000 feet of 16 inch ductile iron water main (CL 200), 1,000 feet of 18 inch HDPE (DR-11) directional bore water main and associated appurtenances. Duties on this project included coordinating with the contractor to locate existing utilities, reviewing contract plans, determining schedule and project delivery estimates, reviewing and resolving unforeseen site issues, and processing pay applications and change orders.

Lift Station Bypass Pump Installations, *City of DeFuniak Springs, FL
Zach served as Project Manager overseeing the removal and replacement of various lift station bypass pumps for the City of DeFuniak Springs, FL. Responsibilities included authorizing the purchase of equipment, scheduling deliveries, and coordinating with the City's wastewater operator to schedule installation of new equipment. Other duties relating to this project included updating equipment inventory and developing an asset management plan.

Inflow and Infiltration Investigation with Smoke Testing, *DeFuniak Springs, FL
Zach served as Project Manager overseeing various inflow, infiltration, and smoke testing for the City of DeFuniak Springs' storm water collection system. Duties for this project included contract negotiations with the selected vendor, and scheduling the overall work performed while providing project oversight. Other duties included compiling information from the final project report for inclusion in the City's asset management and capital improvement budgets for future projects.

Central Park Renovations, *Alys Beach, FL
Zach served as the primary Project Manager while overseeing the renovations to Alys Beach's Central Park, which included clearing and grubbing, sod, lighting, and utility installation. A cast-in-place concrete retaining wall with steps was also constructed as part of the project. Other responsibilities for this project included budgeting, scheduling, plan review, contractor management, and processing pay applications and invoices.

**Indicates work prior to joining SSR*

Jerrye Barriger

SENIOR INSPECTOR

Jerrye is a construction inspector in SSR's transportation group. He has 28 years of experience, in a variety of projects. He represents the owner in the field and is responsible for ensuring the contractor is in compliance with the contract documents and specifications. Jerrye is certified in concrete testing and earthwork inspection.



REGISTRATIONS & CERTS

- ACI Level 1 Concrete Field Testing Technician
- FDOT Level 1 Earthwork Construction Inspection
- FDOT Level 2 Earthwork Construction Inspection
- FDOT Level 1 Concrete Field Testing Technician
- FDOT Level 2 Concrete Field Testing Technician
- FDOT Level 1 Final Estimate
- FDOT Level 2 Final Estimates
- FDOT Level 1 Asphalt Plant
- FDOT Level 2 Asphalt Plant
- FDOT Level 1 Asphalt Roadway
- FDOT Level 2 Asphalt Roadway
- Hazmat Training Certification
- Advanced Maintenance of Traffic (MOT)

YEARS OF EXPERIENCE

28

YEARS WITH SSR

5

Foy Shaw Parkway, *Okaloosa County, FL*
Jerrye served as a Roadway and Asphault Plant Inspector for this CEI project in Okaloosa County. Work under this contract included a new two-lane access road connecting U.S. Highway 90 East to the Okaloosa Industrial Air Park and Bob Sikes Airport. The new 0.8-mile arterial begins at the US-90/Cavalier Drive intersection and continues north terminating at the John Givens Road/Skyline Drive intersection.

SR 20/SR 81 Resurfacing from the Choctawhatchee River Bridge to the Holmes County Line, *FDOT District 3, Walton County, FL*
Jerrye served as a Roadway Inspector for this CEI project in Walton County. Work under this contract included resurfacing approximately 24 miles of two-lane roadway, various drainage improvements, guardrail resetting and installation, bridge joint rehabilitation, signing, and pavement markings. FPID 43775316201 & 43775416201

SR 8 (I-10) East of SR 281 Avalon Boulevard to East of SR 87, *FDOT District 3, Santa Rosa County, FL*
Jerrye served as an Asphalt Plant Inspector for this project along SR 8 (I-10) in Santa Rosa County which included two segments of improvements, the first from east of SR 281 (Avalon Boulevard) to East of SR 87, and the second over the two Garcon Point Road bridges. FPIDs: 44158815201 & 44291515201

County Line Road Reconstruction, *FDOT District 3, Bay County, FL*
Jerrye served as an Asphalt Plant Inspector for the reconstruction of County Line Road in Bay County, FL. The $1 million project was a continuation of the recovery process from Hurricane Michael. County Line Road was damaged by heavy equipment removing debris from the area. FEMA reimbursed the cost of the project.

SR 81 Reconstruction at CR 183 and CR 181, *FDOT District 3, Walton County, FL*
Jerrye served as a Roadway and Asphalt Plant Inspector for this safety improvements project on SR 81 in Walton County. Work under this contract consisted of improving stopping sight distance by lowering the profile grade and reconstructing portions of SR 81 at CR 183 and CR 181. Related construction items included grading, drainage, milling and resurfacing, signing and pavement markings, signalization, and lighting.

SR 79 from N. Mill Branch Bridge to SR 8 (I-10), *FDOT District 3, Holmes County, FL*
Jerrye has extensive experience working as an asphalt plant technician in Tennessee (TDOT) and Mississippi (MDOT), and trained as a FDOT-certified Asphalt Plant Inspector on this 20.7 mile widening and reconstruction project in Holmes County. He worked alongside Willie Larkins (Volkert) and assisted at Anderson Columbia's Marianna and Panama City plants. In addition, he has experience in MAC utilizing the resources and training module made available by the FDOT State Materials Office.

Ready to work for you.

Availability location and workload of the proposed team

Should SSR be selected to perform the services under this contract, the CEI team will be ready to commence work within two-week's notice and upon execution of the Notice-to-Proceed. The following table provides a brief overview of current staff workload as well as future projected availability.

1. Current project work listing and remaining labor commitments.

Proposed Personnel	Current Workload	Anticipated Availability
Eric Broome (PM)	35%	75%
Zach Forehand (APM)	20%	95%
Jerrye Barriger (SR INSP)	70	100%
Derek ent (INSP)	80%	100%
Jonathan Raudales (INSP)	50%	100%
Buck Walters (INSP)	50%	50%
ABC (PIO)	40%	75
NO A Matl's Testing	100%	100%
TOTAL CAPACITY	**445%**	**695%**

2. Historically, describe the typical number of projects handled by the Respondent's key project managers at any given time.

A: Typically one major project (FDOT) but no more than two w/Assistant Project Manager.

3. Projected workload of project management activities as defined in the scope of services.

A: Project Manager - 50% to 75%
Assistant Project Manager - 40% to 60%

4. Identification of any sub-consultant firms providing significant services that may be assigned more than five (5%) of the work.

Established in 1996, **NOVA** was originally founded to provide Environmental Consulting, Geotechnical Engineering, and Construction Materials Testing and Inspection services to the design and construction community. The firm will supplement our team by providing materials testing services.

ABC Group is a corporate communications firm headquartered in Niceville, Florida, specializing in public information and community outreach for infrastructure and transportation projects across the Florida Panhandle. With more than two decades of experience, ABC Group has been a trusted partner of the Florida Department of Transportation (FDOT) and numerous local governments—delivering tailored communications strategies that inform, engage, and build trust with the public.

For the Crosstown Connector project, ABC Group will support the CEI team by implementing a comprehensive public information plan that ensures transparent, timely, and consistent communication with all project stakeholders throughout the City of Destin. Our team understands the unique challenges of working in a high-traffic, high-profile community like Destin, and we are committed to maintaining transparency and minimizing disruption during construction.

SSR

Construction Engineering + Inspection Services



04

Project Approach . . . . .

SMITH SECKMAN REID, INC. (SSR) is pleased to submit this Letter of Response to provide Construction Engineering and Inspection (CEI) services for the City of Destin's Crosstown Connector project. Our proposed project team has thoroughly reviewed the contract plans and quantities, and performed a visit of the project site. For this pursuit, SSR has teamed with **ABC Group, Inc.** (DBE) to provide Community Outreach Services; and **Nova** for any materials testing. SSR is prequalified in FDOT Work Type 10.1 – Roadway CEI, among others.

SSR proposes to provide the requested CEI Services from our Crestview office located at 3243 E. James Lee Boulevard (Hwy. 90). *We are currently providing CEI inspection services for FDOT on the SR 30 (US 98) and SR 293 Resurfacing projects in Destin.* Under no circumstance will there be a lack of oversight or presence of CEI personnel from the SSR Team. As always, in assembling our team for this contract, SSR's primary goal was, and is, to provide the City with a knowledgeable and experienced group of individuals who: (1) work well together; (2) are known and trusted by FDOT and County staff; (3) are familiar with and near to the project; and (4) have the necessary qualifications.

SSR'S PROVEN TRACK-RECORD

There are many benefits to selecting the SSR Team as your consultant of choice.

- **Experience** – the SSR team has the knowledge and experience to deliver. Our staff has many years of combined experience in the FDOT D3 area. We know the Departments' policies, procedures, specifications, and have a proven track-record in providing quality CEI inspection and construction administration.
- **Performance** – SSR takes a proactive, rather than reactive, approach to managing time and money on our construction projects. Because of this, all of our projects to-date have finished within allowable contract time with *zero days of liquidated damages*, and most have been completed *under budget with no claims*.
- **Attention-to-Detail** – SSR staff has a broad array of experience in the Florida Panhandle including in both the private and public sectors; and in design, PD&E, as well as construction and CEI. Our team members put in the time and effort to know the project plans, specs, and go above and beyond to consistently deliver.
- **Project Closeout** – SSR, as prime, has delivered numerous State, Federal, LAP, and SCOP construction projects for various clients including the Florida Department of Transportation (FDOT) and other municipalities such as the City of Chipley, City of Callaway, Okaloosa County, and the Town of Ponce de Leon. We have stellar post-audit reviews with no findings or procedural errors on all Final Estimates and As-built Plans submittals.
- **Project Awards / High Marks** – SSR was part of the Project Team who was awarded the 2020 FTBA "Best in Rural Construction" for FDOT's SR 20 and SR 81 Resurfacing which utilized High Polymer, Asphaltic Friction Course on the project. SSR's current CEI grade with FDOT is 4.1 / 5.0.

UNDERSTANDING OF SCOPE

Based on our review, the Scope of Services calls for a full array of Construction Engineering, Inspection, and Administrative Services (CEI) to include, at a minimum, contract administration, new roadway construction inspection, material sampling and testing, final estimate and as-built plans documentation. It will be SSR's responsibility to *faithfully represent the City's interest* and to administer the construction contract such that all work performed by the Contractor is constructed in substantial conformity with the Plans, Specifications, and any Special Provisions. Our primary goal is to deliver a quality-built project on time and within budget. To that end, SSR along with our subconsultant partner, ABC Group, will work to facilitate and ensure communication between all parties and key stakeholders in an efficient and timely manner.

The primary goal of this project is to construct a new 0.4-mile urban connector road to service the traveling public on the west side of Destin. This new connector will extend the existing Azalea Drive corridor to the east

ultimately connecting to Legion Drive via roundabout at Beach Drive.

New Construction: The main typical section for the new connector calls for constructing the new roadway utilizing Optional Base Group 6 (OBG-6), a 1.5" lift of Type SP structural asphalt (TL-B), followed by a final lift of 1.5" FC-12.5 (TL-B) dense graded friction course. Type F curb and gutter is to be constructed along the outside edge of pavement with Type E curb and gutter along the median. New 10-foot wide concrete sidewalk are to be constructed on both sides of the new connector.

Drainage: Phase I of the project will consist of constructing the proposed drainage infrastructure to accommodate the new roadway. One main pond (Pond 1) as well as several underground chambers, piping, and conveyance structures are proposed. SSR has experience with this type of new construction (Foy Shaw Parkway, Crestview) and knows just how critical installation of the drainage components can be. SSR will inspect the contractor's work and make sure that all density testing of backfill material around pipes and structures meets FDOT specs and document the results per standard Density Log Book Procedure. We will also ensure that the Contractor provides final video inspection and documentation of all drainage components structures, pipes, etc., and will review these results for any deficiencies or corrective actions that may be needed before the drainage work items are accepted.

Environmental Concerns and Permitting: The SSR Team did not receive the project specifications to review prior to preparing this proposal (plans only); and we have not seen any of the environmental or permitting documentation. However, it is worth noting that the Contractor will be required to obtain an NPDES permit due to the area of disturbed soil within the new corridor. SSR will review all relevant rules and regulations concerning environmental impacts and any Erp permits to ensure that there will not be any delays or permitting issues during construction and that the Contractor is abiding by all permit regulations.

PUBLIC INVOLVEMENT / COMMUNITY AWARENESS

SSR has teamed up with ABC Group, Inc. (DBE) to provide Public Outreach and Community Awareness Services for this high-profile roadway project. SSR is working with ABC Group on other FDOT contracts and their experience and knowledge in connection with the public, business owners, and other stakeholders in unparalleled.

For the Crosstown Connector project, ABC Group will support the CEI team by implementing a comprehensive public information plan that ensures transparent, timely, and consistent communication with all project stakeholders throughout the City of Destin. Our team understands the unique challenges of working in a high-traffic, high-profile community like Destin, and we are committed to maintaining transparency and minimizing disruption during construction.

Certifications - ABC Group is certified by the Florida Department of Transportation as both a:

- Disadvantaged Business Enterprise (DBE)
- Small Business Enterprise (SBE)
- Women-Owned Business

Core Capabilities

- Community Awareness Plans (CAP)
- Stakeholder database creation and management
- Public meeting coordination and facilitation
- Media and community relations
- Project branding and identity development
- Website and digital content development
- Social media strategy and management
- News releases, advisories, and e-newsletters
- Crisis communication and issue management
- Visual communications (graphics, photography, videography—including aerial)

Relevant Experience in Okaloosa County

ABC Group has an extensive record of successfully supporting CEI and construction teams throughout Okaloosa County, including projects in Destin. Our knowledge of the area's stakeholders, media outlets, traffic sensitivities, and seasonal impacts uniquely positions us to serve the Crosstown Connector project with a minimal learning curve and maximum effectiveness.

Okaloosa County Projects

- Brooks Bridge Replacement Project, Okaloosa County, Fla. – $171 million

• U.S. 98 Widening (Airport Road to Okaloosa-Walton Line), Okaloosa County, Fla. – $33.5 million

• U.S. 98 (Destin) Resurfacing Project (East Pass Bridge to Airport Road), Okaloosa County, Fla. – $4.6 million

• SR 85/123 Flyover Project, Okaloosa County, Fla.

• I-10 at P.J. Adams Parkway Interchange Construction, Okaloosa County, Fla. - $73 million

• SR 85 Improvement Project (SR 123 to Hospital Drive), Okaloosa County, Fla. – $25 million

ABC's Approach to the Crosstown Connector Project

ABC Group will assign a dedicated Public Information Coordinator (PIC) to work directly with the CEI and City of Destin teams. A detailed Community Awareness Plan will be developed and implemented to:

• Proactively communicate construction activities and impacts

• Coordinate with key stakeholders, including residents, businesses, emergency services, and the tourism sector

• Utilize a blend of digital outreach, signage, printed materials, and face-to-face engagement

• Provide rapid-response communications in the event of schedule changes or unexpected disruptions

The Crosstown Connector project plays a crucial role in enhancing mobility throughout Destin. ABC Group's role will be to ensure that the public remains informed, heard, and supported—ultimately contributing to the smooth delivery and positive perception of this high-value project.

MANAGING TIME & BUDGET

If selected, the SSR team will work diligently to ensure that the new Crosstown Connector is completed within allowable contract time for both Phases of the project—notwithstanding delays from the occasional inclement weather. In respect to this, there are several standards of practice that SSR will utilize to facilitate good communication and understanding between the City, the CEI, and the Contractor. This includes, but is not limited to:

• Scheduling and conducting a Pre-Construction Conference prior to the Notice-to-Proceed being issued for each Phase of work.

• Scheduling and conducting a Pre-Paving Conference prior to the start of any paving operations.

• Scheduling and conducting Weekly Progress Meetings to review the Contractor's controlling items of work and to discuss/work through any ongoing issues.

• Scheduling Utility Meetings in the field ahead of any proposed utility work or potential conflicts that may arise.

Proper oversight and inspection of the Contractor's daily work effort is critical in minimizing additional work, rework, change orders, contractor claims, and unnecessary delays. SSR's team of roadway and asphalt plant inspectors are committed to overseeing, documenting, and testing all items of work in accordance with applicable FDOT Specifications, the Approved Product List (APL), and the Sampling Testing and Reporting Guide (STRG). We will closely monitor the Contractor's work progress, quality of work, and identify discrepancies in a timely manner as to minimize any corrective actions that may be required.

QUALITY CONTROL & ASSURANCE

The SSR Team is committed to providing top-level staffing that meet the CEI Scope of Services for this contract. To accomplish this, SSR will accurately document all aspects of the Contractor's work via thorough DWR's and will maintain project files in accordance with the CPAM and Department GAP (electronic document for LAP) requirements. In addition, SSR will submit a QA Plan which outlines our internal QA practices for the City Manager to review and approve. It is important that any technical or other work products and deliverables are routinely checked and reviewed internally before submittal. This includes daily records of work (DWR's), job progress calculations, general project documentation, materials testing and certifications (MAC, APL submittals, etc.), potential change orders or supplemental agreements, and monthly progress estimates. Our Project Engineer, Eric Broome, along with proposed Assistant Project Manager, Zach Forehand, will be responsible for ensuring that all work products are submitted for internal review and will implement SSR's established processes and procedures throughout the duration of the construction contract. SSR will implement an objective quality assurance review (QAR) program with audits and checklists conducted at the start of the project

and throughout the duration of construction in accordance with FDOT procedures and scope requirements.

Technology, Training, and Certifications: Our inspectors will perform verification sampling and testing of component materials through Nova's lab in Panama City, Florida. If available, SSR will utilize the Materials Acceptance and Certification System (MAC) to document sample data and test results (such as earthwork densities) in accordance with the *Job Guide Schedule* (JGS). This will include utilization of the relatively new EERS component in MAC, resolving any material deficiencies through the Material Acceptance Resolution (MAR) process—such as rolling straight edge issues—and tracking all APL, BABA, samples as required by the FDOT Materials Manual. SSR will direct the Contractor to correct any observed discrepancies such that all materials incorporated into the project are in compliance and will document this effort through the MAR process. Our team of Engineers, Project Administrators, and Inspectors meet all of the CTQP certifications required for this contract. In addition, our staff is knowledgeable, experienced, and up-to-date with the latest FDOT applications being utilized on current CEI and Construction contracts, including:

- AASHTOWARE's Project Construction (PrC)
- MAC / Electronic Earthwork Record System
- Causeway One.Network LCNS
- GAP / EDMS

SUMMARY

SSR appreciates the opportunity to be considered for this important new project serving the citizens of Destin and its world-renowned beaches. We are hopeful that our proposed team displays a competent and experienced group of professionals who are eager to provide the City, as well as FDOT and the public we serve, with a quality built project completed on time and within budget. We look forward to establishing a working relationship with the City of Destin and staff.

SSR

Construction Engineering + Inspection Services



05

References - Past Performance . . . .





Foy Shaw Parkway

LOCATION

Crestview, FL

OWNER

Okaloosa County

PROJECT COMPLETION

2021

PROJECT SIZE

0.8 Miles

COST

$5.8 Million

SERVICES PROVIDED

Construction Engineering and Inspection

CONTACT

Roy Petrey, PE
Okaloosa County Project Manager
850.423.4854

Foy Shaw Parkway is a newly built arterial roadway directly servicing Bob Sikes Airport (CEW) in Crestview, Florida. Previously, to access the airport from US 90, local and commercial traffic had to travel through residential streets and neighborhoods which was inconvenient and led to many complaints. The new Foy Shaw Parkway begins at the intersection of US 90 and S. Cavalier Drive and continues north approximately 0.8 miles connecting to the intersection of John Givens Road and Skyline Drive. This two-lane arterial roadway will reduce traffic through the neighborhood and provide direct and easy airport access. Also included in construction was the addition of an eastbound left-turn lane and westbound right-turn lane along US 90.

The project included high fill sections (20 FT+) with over 130,000 CY of embankment hauled in, as well as two major crossdrains consisting of double runs of 60-inch and 72-inch lined steel casing. SSR provided CEI services for the project consisting of Project Administration and complete inspection and material testing. The new roadway was opened to traffic on July 1, 2021 and was completed on time and under budget.





State Route 85 in Okaloosa County

LOCATION
Okaloosa County

OWNER
Florida Department of Transportation (FDOT)

PROJECT COMPLETION
2024

PROJECT SIZE
5.8 Miles

COST
$10.1M

SERVICES PROVIDED
Construction Engineering Inspection

CONTACT
Troy Byers, FDOT Project Manager, Ponce de Leon Operations
(850) 836-5749

Close to Eglin Air Force Base and other installations, including the Air Armament Museum and Destin-Fort Walton Beach Airport (VPS), SR 85 is heavily traveled by both civilians and military personnel. To improve safety and extend the life of the road, multiple roadway improvement projects were developed under one contract with the Florida Department of Transportation (FDOT).

The contract encompassed the resurfacing of two sections of SR 85 in South Okaloosa County and the installation of new mast arms signals at the SR 85/SR 189 intersection. Additional efforts were put into bridge joint work, the addition of a new guardrail, and the extension of the northbound and southbound turn lanes at Nomad Way, along the northwest gate of Eglin Air Force Base.

Our CEI personnel are local to Okaloosa County, with an extensive knowledge of the unique conditions of the area and the governing parties that manage, finance, and administer FDOT project work. We utilized our experience to provide complete Construction Engineering and Inspection (CEI) services to administer the construction contract from the Preconstruction Meeting to the Final Pay Estimate as As-Built Plans. We also inspected all work and materials to make sure the project was built in accordance with the contract plans and specifications. Our team was in close coordination with all stakeholders at all points of the project work.

This close coordination was especially beneficial during the installment of additional lighting. Some of the work was done prematurely and therefore did not line up with the layout designed by the utility owner. Our team worked with FDOT District 3 survey data to identify the infrastructure that conflicted with the design. We initiated the widening of roadway shoulders to minimize contractor delays and reduce potential claims. We also worked closely with Okaloosa

County Traffic Operations on the installation and changeover for the new mast arm signals and controller cabinet at the SR 85/SR 189 intersection.

Despite small challenges, the project was completed in just 22 months. Led by our diligent and proactive project management, all work was completed with no contractor claims and within budget. The completed roadway improvements renewed ride quality, extended the service life of the route, and greatly improved the safety of the general public and military personnel who use the road each day.







SSR

Construction Engineering + Inspection Services



06

General Information . . . .

State of Florida
Department of State

I certify from the records of this office that SMITH SECKMAN REID, INC. is a Tennessee corporation authorized to transact business in the State of Florida, qualified on November 26, 1991.

The document number of this corporation is P36528.

I further certify that said corporation has paid all fees due this office through December 31, 2025, that its most recent annual report/uniform business report was filed on April 21, 2025, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Second day of June, 2025

Secretary of State

Tracking Number: 1179960861CU

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

FBPE
FLORIDA BOARD OF PROFESSIONAL ENGINEERS

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

BROOME, JAMISON ERIC

2407 GENEVIEVE WAY
CRESTVIEW FL 32536

LICENSE NUMBER: PE63826

EXPIRATION DATE: FEBRUARY 28, 2027

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

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FLORIDA BOARD OF PROFESSIONAL ENGINEERS

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

SMITH, EDWIN SHARP

1308 TRADIS STREET
WAYNESBORO MS 39367

LICENSE NUMBER: PE81787

EXPIRATION DATE: FEBRUARY 28, 2027

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

RESPONDENT **ACKNOWLEDGEMENT**

Submit RFQ's To: City of Destin
CITY CLERK'S OFFICE
4200 Indian Bayou Trail
Destin, Florida 32541
Telephone: (850) 837-4242

RFQ Title: CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR THE CROSSTOWN CONNECTOR PROJECT

RFQ Number: 25-06-CD

RFQ Received By: **June 9, 2025, NO LATER THAN 1:00 P.M. (CT)**

RFQ's will be publicly opened and recorded for acknowledgement of receipt in the City Hall Boardroom, unless specified otherwise, on: **June 9, 2025, no later than 1:00 P.M. (CT)** and may not be withdrawn within ninety (90) days after such date and time.

Name of Vendor: Smith Seckman Reid, Inc.

Federal I.D. Number: 62-0791037

A Corporation of the State of: Tennessee

Area Code: 615 Telephone Number: 383.1113

Area Code: 615 Fax Number: 386.8469

Mailing Address: 2995 Sidco Dr

City/State/Zip: Nashville, TN 37204

Vendor Mailing Date: 06/04/25

Authorized Signature

James "Bo" Butler
Name Typed

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A D D E N D A

CITY OF DESTIN
FLORIDA

RFQ TITLE: **RFQ No. 25-06-CD, CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR THE CROSSTOWN CONNECTOR PROJECT**

RESPONDENT: Smith Seckman Reid, Inc.

DATE SUBMITTED: June 9, 2025

We propose and agree, if this submittal is accepted, to contract with the City of Destin, in the Contract Form, to furnish all material, equipment, machinery, tools, apparatus, means of transportation, construction, coordination, labor and services necessary to complete/provide the work specified by the Contract documents.

Having studied the documents prepared by:

CITY OF DESTIN

We propose to perform the work of this Project according to the Contract documents and the following addenda which we have received:

ADDENDUM NO.	DATE	ADDENDUM No.	DATE
1	05/29/25		

☐ **NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS BID**

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ADDENDUM NO. 1

CITY OF DESTIN, FLORIDA
REQUEST FOR BIDS RFQ NO. 25-06-CD
CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR THE CROSSTOWN CONNECTOR PROJECT

MAY 27, 2025

To All Potential Proposers:

This addendum modifies the previously issued RFQ and is hereby made a part of the proposal documents. Per the RFQ, proposer shall acknowledge receipt of any and all addenda; and shall include this acknowledgement receipt in their submittal. Failure to do so may subject the proposer to disqualification.

The following items shall become a part of the proposal for the above-referenced project.

The City received the following questions from a potential bidder with respect to the City's RFQ NO. 25-06-CD. As per the City's standard practice, the City is furnishing the responses below to these questions.

Question: We have reviewed the Plan Set provided with RFQ No. 25-06-CD for the Crosstown Connector project. However, we would like to request a copy of any general provisions, special provisions, and applicable technical special provisions associated with this project.

Response: Everything that will be published has already been published for the project. There is no other information to provide.

Question: Please clarify that we are to include one (1) printed copy and one (1) .pdf copy saved on a USB drive.

Response: This is correct.

Question: Does the one printed copy need original "ink" signatures, or will digital signatures be accepted?

Response: Digital signatures are acceptable.

Question: Included in Appendix "A," the Respondent Acknowledgement form (page 24) has a field for the "Vendor Mailing Date." The date to be entered is the date we plan to send the sealed package of qualifications; for example, June 6, 2025.

Response: This is fine.

The bid opening date for 25-06-CD remains June 9, 2025 at 2:00 P.M. (CST)

END OF ADDENDUM NO. 1

A copy of Addendum No. 1 signed and acknowledged shall precede the mandatory information required in the subject RFQ.

Receipt of Addendum No. 1 is hereby acknowledged:

Sharpie Smith, P.E. - Principal
Print Name


Signature

5/29/25
Date

CITY OF DESTIN, FLORIDA

REQUEST FOR QUALIFICATIONS (RFQ) NO. 25-06-CD
"CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR THE CROSSTOWN CONNECTOR PROJECT
FOR THE CITY OF DESTIN"

SWORN STATEMENT UNDER SECTION 287.133 (3) (A)
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract RFQ No. 25-06-CD

2. This sworn statement is submitted by
Smith Seckman Reid, Inc.

whose business address is 2995 Sidco Dr, Nashville, TN 37204
and (if applicable) Federal Employer Identification Number (FEIN) is
62-0791037 (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

3. My name is James "Bo" Butler and my relationship to the entity named above is Senior Principal

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g). Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(1)(b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime; or

2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in

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the management of an affiliate. The ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active n management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

X Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

____The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. (please attach a copy of the final order)

____The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted vendor list. (please attach a copy of the final order)

_____The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by, or pending with, the Department of General Services.)

[signature] 06/04/2025
(Signature) Date:

STATE OF TN
COUNTY OF Davidson

The foregoing instrument was acknowledged before me by means of ✓ physical presence __ or online notarization __, this 4th day of June, 20 25,

By: Alice McDonald
(Print name)

Personally known ✓ OR Produced Identification_____

[signature]
Notary Signature

Seal:

ALICE MCDONALD
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

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CITY OF DESTIN, FLORIDA

REQUEST FOR QUALIFICATIONS (RFQ) NO. 25-06-CD
"CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR THE CROSSTOWN CONNECTOR PROJECT
FOR THE CITY OF DESTIN"

DRUG-FREE WORKPLACE CERTIFICATION

The below signed Bidder certifies that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection 1.

4. In the statement specified in subsection 1., notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation occurring in the workplace no later than five (5) working days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I certify that this firm complies fully with the above drug-free workplace requirements.

COMPANY: Smith Seckman Reid, Inc.

ADDRESS: 2995 Sidco Dr

CITY: Nashville STATE: TN ZIP CODE: 37204

TELEPHONE NUMBER: 615.383.1113

SIGNATURE: _____ DATE: 06/04/2025

NAME (TYPED OR PRINTED): James "Bo" Butler

TITLE: Senior Principal

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CITY OF DESTIN, FLORIDA
REQUEST FOR QUALIFICATIONS (RFQ) NO. 25-06-CD
"CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR THE CROSSTOWN CONNECTOR PROJECT
FOR THE CITY OF DESTIN"

CONFLICT OF INTEREST DISCLOSURE FORM

Does any City employee acting as a purchasing agent, or City public officer acting in official or private capacity or his/her spouse, or child own more that 5% of the bidder/proposer's interest?

YES_____ NO X_____

Does any City employee acting as a purchasing agent, or City public officer acting in official or private capacity hold any employment or contract with the bidder/proposer?

YES_____ NO X_____

If either question number 1 or 2 above has been answered YES, does the bidder/proposer assert any exemptions related to prohibited employment & business relationships?

YES_____ NO X_____

If YES, please describe:

_____

_____

_____

_____

FIRM NAME: Smith Seckman Reid, Inc.

BY (PRINTED): James "Bo" Butler

BY (SIGNATURE): _____

TITLE: Senior Principal

ADDRESS 2995 Sidco Dr, Nashville, TN 37204

_____

PHONE NO. 615.383.1113

E-MAIL ebroome@ssr-inc.com

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CITY OF DESTIN, FLORIDA

REQUEST FOR QUALIFICATIONS (RFQ) NO. 25-06-CD
"CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR THE CROSSTOWN CONNECTOR PROJECT
FOR THE CITY OF DESTIN"

LIABILITY & INDEMNIFICATION FORM

To the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless CITY, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of this Agreement.

Smith Seckman Reid, Inc.	
CONSULTANT's Company Name	Authorized Signature – Manual
2995 Sidco Dr, Nashville, TN 37204	James "Bo" Butler
Physical Address	Authorized Signature – Typed
2995 Sidco Dr, Nashville, TN 37204	Senior Principal
Mailing Address	Title
615.383.1113	615.386.8469
Phone Number	FAX Number
850.902.8459 (Project Manager)	850.902.8459 (Project Manager)
Cellular Number	After-Hours Number(s)
ebroome@ssr-inc.com (project manager)	06/04/2025
Email address	DATE

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CITY OF DESTIN, FLORIDA

REQUEST FOR QUALIFICATION (RFQ) NO. 25-06-CD
"CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR THE CROSSTOWN CONNECTOR PROJECT
FOR THE CITY OF DESTIN"

CERTIFICATION OF INDEPENDENCE AND NO CONFLICT OF INTEREST

By submitting a proposal in response to the REQUEST FOR QUALIFICATIONS for RFQ No. 25-06-CD. – CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR THE CROSSTOWN CONNECTOR PROJECT FOR THE CITY OF DESTIN, the undersigned certifies the following:

1. The proposal has been developed independently, without consultation, communication or agreement with any employee or consultant to the City who has worked on the development of this RFQ, or with any person serving as a member of the evaluation committee.

2. The proposal has been developed independently, without consultation, communication or agreement with any other firm or parties for the purpose of restricting competition.

3. Unless otherwise required by law, the information found in the proposal has not been knowingly disclosed and will not be knowingly disclosed prior to the award of the contract, directly or indirectly, to any other firm.

4. No attempt has been made or will be made by (Name of Firm) to induce any other firm to submit or not to submit a proposal for the purpose of restricting competition.

5. No relationship exists or will exist during the contract period between (Name of Firm) and the City that interferes with fair competition or is a conflict of interest.

Sincerely,

[signature] 06/04/2025

Name Title

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CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR THE CROSSTOWN CONNECTOR PROJECT SCHEDULE OF SUB-CONSULTANTS

The Undersigned Consultant proposes the following major sub-consultant(s) for the major areas of work for the Project. The Bidder is further notified that all sub-consultants shall be properly licensed, bondable and shall be required to furnish the City with a Certificate of Insurance in accordance with the contract general conditions. This page may be reproduced for listing additional sub- consultant(s), if required.

Name of Sub- Consultant	Address of Sub-Consultant	License No.:	Task	
Nova Engineering & Env.	17612 Ashley Drive, PC Beach, FL 32413	M07000004372	Materials Testing Lab	
ABC Group, Inc.	701 E John Sims Prkwy, Niceville, FL 32578	L06000020140	Public Involvement Services	

Signature  Date: 6/09/2025

Title/Company Principal - Smith Seckman Reid, Inc.

The City reserves the right to reject any sub- consultant(s) who has previously failed in the proper performance of an award, or failed to deliver on time contracts in a similar nature, or who is not responsible(financial capability, lack of resources, etc.) to perform under this award. The City reserves the right to inspect all facilities of any sub- consultant(s) in order to make a determination as to the foregoing.

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ANTI-HUMAN TRAFFICKING AFFIDAVIT

DIRECTIONS: *All nongovernmental entities that are or potentially will be contracting, renewing or extending contracts with the City of Destin must have an officer or representative fully execute this affidavit. Note, this is a mandatory requirement of s 787.06(13), Florida Statutes effective July 1, 2024.*

I James "Bo" Butler (insert name) as Senior Principal (insert title) on behalf of Smith Seckman Reid, Inc. (insert entity name) under penalty of perjury hereby attest as follows:

1. I am over 21 years of age and have personal knowledge of the matters set forth in this affidavit.
2. Smith Seckman Reid, Inc. (insert entity name) does not use coercion for labor or services as defined in s. 787.06(2)(a), Florida Statutes.
3. More particularly, Smith Seckman Reid, Inc. (insert entity name) does not participate in any of the following actions:
    a. Using or threatening to use physical force against any person;
    b. Restraining, isolating or confining or threatening to restrain, isolate or confine any person without lawful authority and against her or his will;
    c. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of the labor or services are not respectively limited and defined;
    d. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
    e. Causing or threatening to cause financial harm to any person;
    f. Enticing or luring any person by fraud or deceit; or
    g. Providing a controlled substance as outlined in Schedule I or Schedule II of s. 893.03, Florida Statutes to any person for the purpose of exploitation of that person.

FURTHER AFFIANT SAYETH NAUGHT.

James "Bo" Butler

Printed Name: James "Bo" Butler
Title: Senior Principal
Nongovernmental entity: Smith Seckman Reid, Inc.
Date: 06/04/25

STATE OF TN
COUNTY OF Davidson

SWORN TO AND SUBSCRIBED before me ✓ in person or _____ remote notarization by James "Bo" Butler as Senior Principal on behalf of Smith Seckman Reid, Inc., who is personally known to me or who produced known to me as identification this 04 day of June, 2025.

Alice McDonald

Notary Public

(Notary Seal)

ALICE MCDONALD
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

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CEI Inspection Services

We want to hear from you.

Sharpie Smith, PE
Principal
esmith@ssr-inc.com
601.381.3539



VOLKERT 100 1925 2025

REQUEST FOR QUALIFICATIONS | RFQ NO. 25-06-CD

CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR THE CROSSTOWN CONNECTOR PROJECT

Prepared for:

CITY OF DESTIN

Submitted by:

Volkert, Inc.
215 Fairpoint Drive, Suite B
Gulf Breeze, FL 32561
Federal ID No: 63-0247014
850.451.1270

June 9, 2025







TABLE OF CONTENTS

	PAGE
1. LETTER OF INTEREST	1
2. FIRM'S PROPOSAL	2
A | RESPONDENT'S QUALIFICATION STATEMENT	2
B | DESCRIPTION OF FIRM AND STATEMENT TO PERFORM CONSULTING SERVICES	7
C | OFFICE LOCATION	8
3. PROJECT TEAM, KEY PROJECT MEMBERS, AND AVAILABILITY OF SPECIALITY RESOURCES	9
A | ORGANIZATIONAL CHART	9
B | RESUMES	10
C | SUBCONSULTANT FIRM AND KEY PERSONNEL	14
D | AVAILABILITY LOCATION AND WORKLOAD OF THE PROPOSED TEAM	15
4. PROJECT APPROACH, DEMONSTRATED SKILL SET, AND INNOVATIVE IDEAS	16
5. REFERENCES—PAST PERFORMANCE	21
6. GENERAL INFORMATION, PROCUREMENT FORMS, AND DOCUMENTS	23
A | RESPONDENT ACKNOWLEDGEMENT	23
B | ADDENDA ACKNOWLEDGEMENT (IF APPLICABLE)	24
C | CONFIRMATION OF DRUG FREE WORKPLACE	26
D | SCHEDULE OF SUB-CONSULTANT(S)	27
E | PROOF OF PROFESSIONAL LIABILITY INSURANCE	28
F | SUPPLEMENTAL INFORMATION	29
G | PUBLIC ENTITY CRIMES STATEMENT	42

1. LETTER OF INTEREST

June 9, 2025

Volkert, Inc.
215 Fairpoint Drive, Suite B
Gulf Breeze, FL 32561
T: 850.512.8935
www.volkert.com

City of Destin
Attn: City Clerk's Office
4200 Indian Bayou Trail
Destin, FL 32541

RE: RFQ No. 25-06-CD, Construction Engineering and Inspection Services for the Crosstown Connector Project

Dear Mr. Jones and Evaluation Committee,

Volkert, Inc. (Volkert) is pleased to submit our statement of qualifications in response to the City's Request for Qualifications (RFQ) for Construction Engineering and Inspection (CEI) Services for the Crosstown Connector Project.

The Volkert Team brings years of extensive CEI experience of construction projects, including two-lane roadways, with roundabouts for the Florida Department of Transportation (FDOT) and local agencies throughout Florida. This experience elevates our ability to provide the City with exceptional services for the Crosstown Connector project that includes various connections to existing roadways, underground stormwater retention chambers, stormwater structures and pipes, stormwater swales and ponds, sidewalks, signing and pavement markings, street lighting, and landscaping.

The Volkert Team has successfully completed numerous federal and state highway projects, general improvement initiatives, and emergency repair efforts throughout Florida. We are fully qualified to provide the City of Destin with the required CEI services for this contract. Our team assigns talented, appropriately skilled staff to each scope of service task. When necessary, Volkert can draw upon a wide range of expertise from our extensive internal resources and local area professionals.

Jonathan Parramore, PE, will serve as the Project Manager (PM) and primary point-of-contact for this project. The proposed responsible office will be our Gulf Breeze office located nearby at 215 Fairpoint Drive, Gulf Breeze, FL 32561, with support from our local Chipley, FL office. Mr. Parramore can be reached through his email at jonathan.parramore@volkert.com and via cell at 850.451.1270. Mike Warnke, PE, ENV SP, will serve as the Client Service Manager on this project and offers 29 years of professional engineering experience in the Florida Panhandle. Teresa Driskell, PE, is the Quality Assurance/Quality Control (QA/QC) Manager and Director of the Volkert Florida CEI division.

Our depth of resources enables us to complete projects in a timely manner while delivering high-quality CEI services for complex infrastructure initiatives. Volkert has recently provided professional CEI services on contracts similar to the Crosstown Connector project for both Escambia and Santa Rosa Counties.

The Volkert Team is fully committed to supporting the City in the successful execution of this important project. We bring effective, creative, and innovative solutions, along with comprehensive utilization of proposed personnel to meet the RFQ deliverables. Volkert has the certified and experienced team necessary to meet the City of Destin's expectations and requirements, including the project schedule and budget for the Crosstown Connector project.

We look forward to working with the City of Destin staff and continuing Volkert's longstanding tradition of successfully completing CEI projects throughout the state of Florida in service to the City and its residents under this contract.

We acknowledge the contents of Addendum No. 1 published on May 27, 2025.

Respectfully submitted,
Volkert, Inc.

David McFarlin, PE, PLS, PTOE, Senior Vice President | Authorized Representative
T: 770.362.7374 | E: david.mcfarlin@volkert.com

2. FIRM'S PROPOSAL

A | RESPONDENT'S QUALIFICATION STATEMENT

B | DESCRIPTION OF FIRM AND STATEMENT TO PERFORM CONSULTING SERVICES

C | OFFICE LOCATION

A | Respondent's Qualification Statement

RESPONDENT'S QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

SUBMITTED TO: City of Destin
City Clerk's Office
4200 Indian Bayou Trail
Destin, Florida 32541
Telephone: (850) 837-4242

June 9, 2025

Submitted By:
Name: **Volkert, Inc.**
Address: **215 Fairpoint Drive, Suite B**
City, State, Zip: **Gulf Breeze, FL 32561**
Telephone No.: **850.512.8935**
Email: **david.mcfarlin@volkert.com**

Check One	
Corporation	X
Partnership	
Individual	
Other	

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

   The correct name of the Respondent is:
   Volkert, Inc.

   The address of the principal place of business is:
   11 North Water Street, Suite 18290
   Mobile, AL 36602

2. If Respondent is a corporation, answer the following:

   a. Date of Incorporation: **March 15, 1946**
   b. State of Incorporation: **Alabama**
   c. President's name: **Thomas A. Hand**
   d. Vice President's name: **Leon M. Barkan**
   e. Secretary's name: **Tracy P. Turner**
   f. Treasurer's name: **Michael I. Sampson**
   g. Name and address of Resident Agent: **David McFarlin, PE, PLS, PTOE**
   2300 Maitland Center Parkway, Suite 320, Maitland, FL 32751

THIS PAGE MUST BE SUBMITTED FOR RESPONSE TO
BE CONSIDERED COMPLETE AND ACCEPTABLE

3. If Respondent is an individual or a partnership, answer the following:

   a. Date of organization: N/A

   b. Name, address and ownership units of all partners:

   N/A

   c. State whether general or limited partnership: N/A

4. If Respondent is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

   N/A

5. If Respondent is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

   N/A

6. How many years has your organization been in business under its present business name?

   16 years

   Under what other former names has your organization operated?

   Doullut & Ewin, Inc. - 1925; J.P. Ewin, Inc. - 1946; Ewin Engineering - 1949;
   David Volkert & Associaates, Inc. - 1963; Volkert & Associates, Inc. - 1999;
   and Volkert, Inc.- 2009

7. Indicate registration, license numbers or certificate numbers for the businesses or professions, which are the subject of this Bid. Please attach certificate of competency and/or state registration.

   State of Florida Corporation Certificate No. P13159
   Professional Engineering License No. 4641
   Please see refer to the supplemental information in the section titled, "6. General Information, Procurement Forms, and Documents."

8. Have you ever failed to complete any work awarded to you? If so, state when, where and why:

   Volkert has not failed to complete any work assigned. Our firm is reliable and does not submit our qualifications for projects that we cannot complete to the satisfaction of our clients.

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9. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary)

Please refer to Section 3 herein, titled "3. Project Team, Key Project Members, and Availability of Speciality Resources."

10. State the name of the individual who will have personal supervision of the work:

Jonathan Parramore, PE, Project Manager

11. State the name and address of attorney, if any, for the business of the Respondent:

Volkert has no private attorney but Volkert's General Counsel is Tracy P. Turner and Deputy General Counsel is Delana McFarlin.

Corporate Headquarters: 11 North Water Street, Suite 18290, Mobile, AL 36602

12. State the names and addresses of all businesses and/or individuals who own an interest of more than five percent (5%) of the Respondent's business and indicate the percentage owned of each such business and/or individual:

Volkert is an employee-owned firm with no member of the firm having more than 5% stake in the company.

13. State the names, addresses, and the type of business of all firms that are partially or wholly owned by Respondent:

N/A

14. Annual Average Revenue of the Respondent for the last three years as follows:

		Revenue Index Number
a.	Government Related Work	10
b.	Non-Governmental Related Work	10
	Total Work (a +b):	20

Revenue Index Number

1.	Less than $100,000
2.	$100,000 to less than $250,000
3.	$250,000 to less than $500,000
4.	$500,000 to less than $1 million
5.	$1 million to less than $2 million
6.	$2 million to less than $5 million
7.	$5 million to less than $10 million
8.	$10 million to less than $25 million
9.	$25 million to less than $50 million
10.	$50 million or greater

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15. Bank References:

Bank	Address	Telephone
Regions Bank	11 North Water Street, Mobile, AL 36602	251.690.1105

16. Provide description of policies and methods for project monitoring and budgeting control as well as adherence to project schedule (continue on insert sheet, if necessary).
Please refer to Section 4 herein, titled "4. Project Approach, Skill Set, and Innovative Ideas."

17. Provide descriptions of quality assurance/quality control management methods (continue on insert sheet, if necessary):
Please refer to Section 4 herein, titled "4. Project Approach, Skill Set, and Innovative Ideas."

18. What will be your turnaround time for written responses to City inquires?

Project manager written response time is within 24 hours.

19. List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Respondent, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description, the disposition of each such petition.
N/A

20. List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Respondent or its predecessor organization(s) during the last five (5) years. The list shall include all case names, case arbitration or hearing identification numbers, the name of the project which the dispute arose, and a description of the subject matter of the dispute.
Please refer to the litigation history attachment herein for reference.

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21. List and describe all criminal proceedings or hearings concerning business related offenses to which the Respondent, its principals or officers or predecessors' organization(s) were defendants.

N/A

22. Has the Respondent, its principals, officers or predecessors' organization(s) been CONVICTED of a Public Entity Crime, debarred or suspended from bidding by any government during the last five (5) years? If so, provide details.

N/A

The Respondent acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by owner in awarding the contract and such information is warranted by Respondent to be true. The discovery of any omission or misstatement that materially affects the Respondent's Proposals to perform under the contract shall cause the owner to reject the Response, and if after the award, to cancel and terminate the award and/or contract.

(Signed) _____

David McFarlin, PE, PLS, PTOE

(Title) Senior Vice President/Principal-in-Charge

STATE OF Georgia
COUNTY OF Cherokee

The foregoing instrument was acknowledged before me by means of physical presence __ or online notarization ✓, this 22nd day of May, 20 25 ,

By:
Christina M. Munger
(Print name)

Personally known ____ OR Produced Identification ✓

Christina M. Munger
Notary Signature

Seal: CHRISTINA M MUNGER NOTARY PUBLIC My Comm. Expires Jun 20, 2028 CHEROKEE COUNTY STATE OF GEORGIA

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B | Description of Firm and Statement to Perform Consulting Services

The Volkert Team offers 80 years of extensive experience serving CEI contracts within the Florida Panhandle. With such experience, Volkert is known for solving challenging construction issues, as well as saving clients time and money. Volkert has managed FDOT Local Agency Program (LAP) projects and similar Crosstown Connector roadway construction CEI contracts for other local governments and recognizes that assisting quickly and acting as an extension of City staff is important. Volkert has the experience that allows us to anticipate cost and schedule challenges, gives us awareness of the various ways that a contractor or other stakeholders might react to an unforeseen situation, and allows us to respond in the best way. Having been in similar situations in the past, we recognize that there are always multiple paths to reach a solution. The Volkert Team will navigate a path to reach a solution that maximizes the available benefits and minimizes issues through coordination and collaboration. This will require a full range of skills and capabilities, including the ability to quickly and accurately assess emerging situations and to provide strategic advice and technical assistance that meets the City's schedule. Our approach incorporates best practices and lessons learned from our experience on numerous similar projects for municipal, state, federal, and private sector clients.

We have worked with FDOT and various municipalities on a wide array of CEI projects. The Volkert Team's experience with transportation projects allows us to understand the state requirements and the need for transparency and accountability. We understand that FDOT will review all funded transportation projects, concentrating on contract documentation, authorization documentation, agency documentation, and project billing documentation.

The Volkert Team shares the City's goal of delivering projects for the benefit of its citizens while assuring quality and controlling costs. Volkert understands and outlines the key elements to successful implementation of this project.

Safety First. The safety of all individuals entering the construction area is the team's top priority. The CEI personnel proposed for this contract have the training in work zone traffic and construction safety necessary to take a proactive role in avoiding risks to the public and personnel involved in the project.

Quality Construction. This is defined by exceptional services, high durability, and minimal maintenance costs. Volkert's Project Manager, Client Service Manager, Key Project Members, and support personnel are highly knowledgeable of applicable quality standards and construction methods. Our track record reflects consistent enforcement of specifications and achievement of exceptional quality of construction, while successfully managing maintenance costs in all projects under our supervision.

Innovative Solutions. The public demands efficient solutions with minimal inconvenience. Construction cannot occur at the cost of undue inconvenience to the public. Balancing the economy and quality of construction, the safety of operation, and the need to minimize disruptions to traffic and businesses is a typical challenge for the CEI team. Our personnel have the training, experience, and a solid track record of providing effective solutions for the traveling public. The Volkert Team will achieve this balance for the City of Destin community.

Volkert has successfully completed various types of construction inspection services and design projects, including those involving roadways and bridges, stormwater management, environmental engineering, and site development. We take pride in our commitment to serve our clients and their communities through the successful completion of projects.

During all phases of work, proper maintenance of traffice (MOT) must be provided to ensure adequate ingress and egress for property owners within the project limits as well as safe passage of motorists and pedestrians through the project limits. Volkert will discuss proposed work with the contractor during regularly scheduled bi-weekly meetings, and we will work with the contractor to help prevent potential problems before they occur. In addition, Volkert field inspectors will contact property owners in the immediate area of scheduled work to inform them of operations and address any concerns of property owners.

Volkert will provide all necessary CEI services required for this contract, which will include monitoring and documenting compliance with construction documents, preparing and documenting monthly and final estimates, and coordinating construction activities with the City and other local entities. The project will be carefully planned, organized, scheduled, and selectively staffed for optimum efficiency and quality assurance. Volkert will provide the City with inspectors, construction engineers, and program managers experienced with roadway and stormwater projects. These individuals are state-certified in areas such as work zone safety, concrete testing, asphalt inspection, traffic, and erosion control.

Successful construction management requires a keen attention to detail so that entitlement disputes are analyzed, excessive costs are value engineered, submittals are reviewed for compliance with specifications, and construction schedules are realistically prepared. Volkert will determine the acceptability of all materials and completed work items based on documented test results, verification of certifications, certified mill analysis, and independent verification testing.

Volkert's staff understands that timely issue processing by the CEI team is crucial to the success of any construction project. Submittals must be reviewed and processed according to the schedule. Through regular site visits and meetings with contractor personnel, Volkert manages our CEI projects in a professional manner that promotes a team relationship with both the contractor and our clients, thus facilitating timely completion of projects while maintaining the City's budget.

Also, as part of the CEI and project management duties for this project, Volkert will monitor the contractor's work and provide a report to the City to ensure compliance with the LAP agreements and provisions for the contract. The Resident Compliance Specialist (RCS) will keep all related documents and correspondence accurate and up-to-date; attend all compliance reviews and furnish the complete project files for review; and assist the assigned federal/state contract compliance manager, as requested. The consultant will perform field interviews with laborers and provide a workspace and supplies for project compliance files. The RCS will attend the pre-construction conference to go over the project requirements. To provide the RCS oversight, Volkert has partnered with MTN Resources, LLC (MTN), a an FDOT-certified DBE/USDOT-certified SB, to provide compliance services.

The team specializes in the monitoring of federal compliance requirements on federally-funded transportation construction projects and performs work in FDOT Districts 1, 2, 3, 4, 5, and 7. Their highly experienced staff is prepared to monitor all federal and state compliance requirements, including equal employment opportunity (EEO), DBE, wages and payrolls, and on-the-job training (OJT) in accordance with the FDOT Construction Contract Compliance Workbook and other prevailing federal rules and regulations.

MTN's project experience ranges from small LAP projects to large, complex projects (i.e. FDOT District 5's $2.6 billion P3/Design-Build I-4 Ultimate project, SunRail, and Wekiva Parkway projects). MTN also has experience with multiple funding sources, including American Recovery and Reinvestment Act (ARRA), Transportation Investment Generating Economic Recovery (TIGER), LAP, FDOT, Federal Highway Administration (FHWA), Department of Environmental Protection (DEP), Federal Railroad Administration (FRA), and Federal Transit Administration (FTA). MTN is well-known in Florida for their involvement with LAP, including conducting training classes to the local agencies on behalf of FDOT, performing compliance project reviews on behalf of FDOT, and serving as the field RCS. To date, MTN staff members have monitored compliance on more than 350 LAP projects in Florida.

C | Office Location

The Volkert Team will utilize personnel in our Florida Panhandle offices located in Gulf Breeze, Panama City Beach, and Chipley, Florida. Volkert will lead this project from our fully staffed office in Gulf Breeze, Florida, which includes engineering, environmental, and CEI personnel. This office is an hour from the City of Destin, with the lead inspector living approximately 15 minutes away from the project location. Mr. Warnke and Mr. Parramore are committed to this project, the City of Destin, and will make the necessary personnel available, during the life of this project.

VOLKERT FLORIDA PANHANDLE OFFICE LOCATIONS



Volkert's principal place of business:
11 North Water Street, Suite 18290
Mobile, AL 36602

3. PROJECT TEAM, KEY PROJECT MEMBERS, AND AVAILABILITY OF SPECIALITY RESOURCES

A | ORGANIZATIONAL CHART

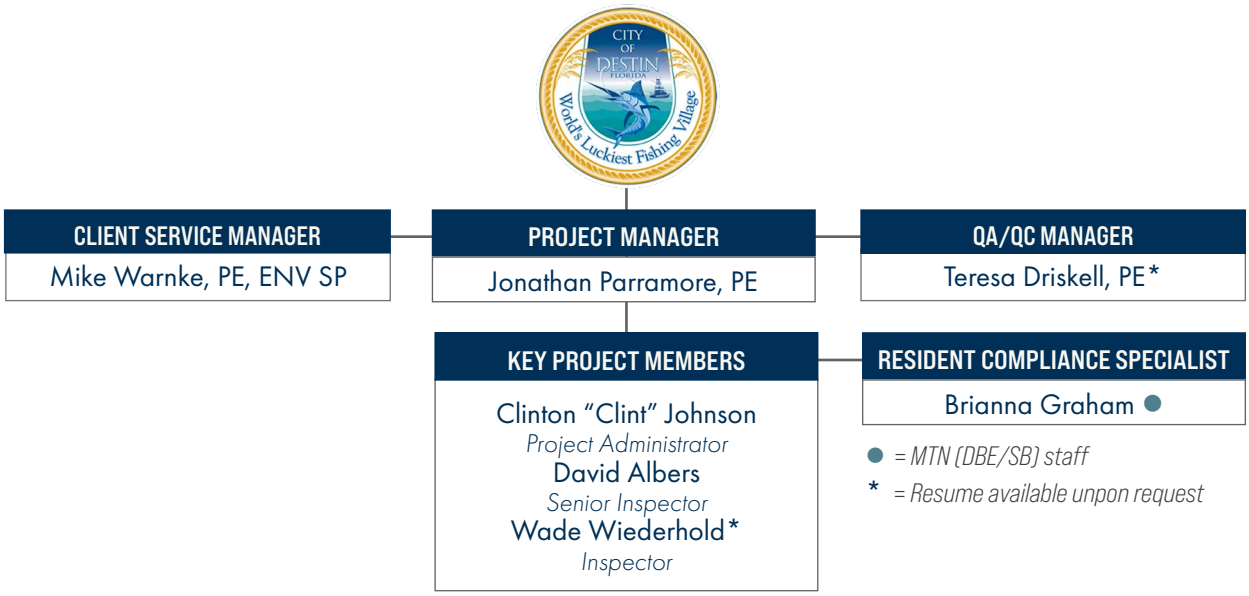
B | RESUMES

C | SUBCONSULTANT FIRM AND KEY PERSONNEL

D | AVAILABILITY LOCATION AND WORKLOAD OF THE PROPOSED TEAM

A | Organizational Chart

The Volkert Team assigned to this project and shown in the below organizational chart will provide the City of Destin with an experienced CEI team that can handle every task required under the scope of services. This team have been involved in other CEI roadway, stormwater drainage, and multimodal projects around this area, as well as have a vested interest in improving the infrastructure for the community. The key project team member resumes are included on the following pages that highlight their roles, qualifications, certifications, and experience similar to this project. The firm maintains a permanent staff of 1,700 employees, including construction managers, construction inspection personnel, civil and structural engineers, environmental scientists, planners, right-of-way specialists, drafters, and surveyors. Some of the services Volkert provides include construction and maintenance; transportation enhancement and streetscape design; road and bridge design; traffic engineering; bridge and tunnel inspection; environmental services; hydrology; and water/wastewater. Volkert is nationally recognized as a top design firm and can provide the City of Destin with an unmatched pool of experts for the completion of infrastructure-related projects. If needed, additional personnel will be assigned as-needed and upon approval by the City. ***Volkert recognizes that the City will not allow substitution of key project members during the contract period without the written agreement from the City.***



active throughout THE UNITED STATES WITH **70+** OFFICES

employee-owned WITH MORE THAN **1,700** EMPLOYEE-OWNERS

consistently ranked AMONG THE TOP **100** U.S. ENGINEERING FIRMS

providing clients with **100 YEARS** OF ENGINEERING EXCELLENCE

VOLKERT BY-THE-NUMBERS

A CENTURY OF INTEGRITY IN INFRASTRUCTURE

Volkert is governed by our core values: safety, ethics, quality, and service. Specifically, we are committed to the safety of the public and of our associates; to the ethics of our professions and the public entities we serve; to delivering quality for our clients and partners; and to serving our clients and communities.

Mike Warnke, PE, ENV SP

Client Service Manager

B | Resumes

SUMMARY OF QUALIFICATIONS

Mike Warnke has 29 years of professional engineering experience in the Florida Panhandle and has served as a Principal-in-Charge and Project Manager for projects throughout the southeast for FDOT and various municipalities. He assists with engineering studies and the development of design and construction plans and is responsible for scheduling, budgeting, design oversight, coordination, business development, and client relations. Mr. Warnke is certified as an Envision Sustainability Professional, as well as in Contractor Quality Management by the USACE.

PROJECT EXPERIENCE

Continuing Services Contract | Santa Rosa County, FL | Santa Rosa County Board of County Commissioners. This continuing services contract has been held by Volkert since 2020. Mr. Warnke is responsible for the management of task orders, including, but not limited to, the following projects: Pine Blossom Road Drainage Analysis and Design; CR 399 Culvert Assessment; Temporary County Surveyor Consulting Services; Eastbay School Sidewalk Design; Randy Brown Road Design and CEI; Rosemary Sound Bridge CEI; Walling Road SCOP Resurfacing; Navarre Beach Bridge Fender System Design; Temp County Inspection Services; Old Bagdad Sidewalk; FDOT local agency program CEI; Navarre Beach Pier Inspection; and Navarre Beach Bridge Fender Repair.

Continuous Engineering and Professional Services Contract | Escambia County, FL | Escambia County Board of County Commissioners. This on-call contract has been held by Volkert since 2014. Mr. Warnke is responsible for the management of task work orders, including, but not limited to, the following projects: engineering design, including River Road Culvert Design, Innerarity Point Park FEMA Repair Project, Pier/Boardwalk Rehabilitation, and Pine Forest Drop Structure Downstream Stabilization; structural design, including Northpoint Bridge PEA and Northpoint Road Culvert FEMA Repairs; CEI services, including Woodrun Bridge CEI, Smith's Fishcamp Bridge CEI, James Road/Coffee Creek Bridge Replacement CEI, and Warrington Pond CEI; inspections, including 2016 – 2022 Short Span Bridge Inspections; and drainage design, including Chimney Pines Drainage Rehabilitation.

Pea Ridge Road Connector | Santa Rosa County, FL | Santa Rosa County Board of County Commissioners. Mr. Warnke served as Project Manager. This project included the development of planning and design for a new alignment connector roadway, which consisted of a four-lane divided rural section along the designated right-of-way with a design speed of 35 mph. The roadway included a roundabout, turn lanes to accommodate schools and future development needs, and signalized intersections, where necessary. Mr. Warnke oversaw planning, surveying, geotechnical services, traffic engineering, utility design/coordination, environmental permitting, drainage analysis/improvements, signal design, complete design plans, property acquisition assistance, a value engineering study, construction estimates, bidding assistance, construction administration, and CEI for the project.

YEARS OF EXPERIENCE

- 29 years

EDUCATION

- BS, Civil Engineering, Florida State University

PROFESSIONAL LICENSES

- Professional Engineer, Florida No. 64091
- Professional Engineer, Alabama No. 28976
- Professional Engineer, Mississippi No. 18544

CERTIFICATIONS/TRAININGS

- Envision™ Sustainability Professional, Institute for Sustainable Infrastructure (ISI) 2015
- DHS/FEMA Badge No. 2B5F02280A, 2017-2022

Jonathan Parramore, PE

Project Manager

SUMMARY OF QUALIFICATIONS

Jonathan Parramore brings more than 30 years of diversified experience to the Volkert Team while serving as Senior Project Engineer. Mr. Parramore has been involved in construction contracts since 1995, and he brings a different perspective to Volkert's construction team by combining his contractor and CEI experiences into the Senior Project Engineer role. His extensive knowledge of construction practices allows him to interact on a level with the contractor that provides valuable teaming effectiveness while enabling him to understand and solve project issues. Mr. Parramore's background includes operations and business development, construction management, and CEI services. He also has a broad knowledge base of construction experience, including resurfacing and widening projects, bridge construction and rehab, and design-build projects throughout Florida.

PROJECT EXPERIENCE

SR 292 | Escambia County, FL | FDOT District 3. Mr. Parramore serves as Senior Project Engineer. This $6.1 million, nine-mile-long milling and resurfacing project is located from CR 292A to Manchester Street in Escambia County. The project also includes asphalt overbuild, guardrail, turnout construction, sodding, drainage upgrades, concrete improvements, and signage and pavement markings. *Anticipated End Date: April 2026.*

SR 10 (US 90) at SR 69 (Porter Avenue) | Jackson County, FL | FDOT District 3. Mr. Parramore serves as Senior Project Engineer. This $2 million, 0.5-mile-long signalization project is located at the SR 10 and SR 69 intersection in Town of Grand Ridge in Jackson County. The project also includes turn lane and traffic separator construction, drainage upgrades, sodding, and signage and pavement markings. *Anticipated End Date: September 2025.*

CEI Services for Chemstrand Road Drainage and Sidewalk Improvements| Escambia County, FL | Escambia County Board of County Commissioners. Mr. Parramore serves as Senior Project Engineer. This project will expand and improve the existing stormwater system along Chemstrand Road and adjacent side streets between Nine Mile Road and Johnson Avenue. The improved system will convey stormwater runoff to the Johnson Avenue stormwater system and the existing Kaylyn Road County Pond, which is scheduled to be deepened during this project. In addition, the sidewalk will be constructed along each side of Chemstrand Road to enhance pedestrian movement and access. Various roadways will be resurfaced along with striping and signage installation. The project also provides upgrades to Emerald Coast Utilities Authority's water system. *Anticipated End Date: July 2025.*

SR 71 | Jackson County, FL | FDOT District 3. Mr. Parramore served as Senior Project Engineer. This $4 million, five-mile-long milling and resurfacing project is located from north of CR 165 to 5th Avenue in the Town of Malone in Jackson County. The project also includes sidewalk and handicap ramp upgrades, sodding, and signage and pavement markings. *Completed.*

B | Resumes

YEARS OF EXPERIENCE
- 30 years total

EDUCATION
- BS, Civil Engineering, Florida State University

LICENSE
- Professional Engineer, Florida No. 97725

CTQP CERTIFICATIONS
- Asphalt Paving 1 & 2
- Earthwork 1 & 2
- Final Estimates 1 & 2
- QC Manager

OTHER CERTIFICATIONS
- Advanced MOT
- Critical Structures
- FEMA 100, 100.pwb, 200, 632, 633, 634, 700, 800
- Nuclear Radiation/HAZMAT
- NPDES/FSESCI Erosion Control

IDENTIFICATIONS
- TIN: P65643570

Clinton "Clint" Johnson

Project Administrator

SUMMARY OF QUALIFICATIONS

Clint Johnson has 32 years of construction experience, which includes him serving as CEI Project Administrator on multiple projects applying his working knowledge from the field as a Plant Superintendent, Laboratory Foreman, Quality Control Technician, and Roadway Foreman. Mr. Johnson is currently serving as the Contract Support Specialist (CSS) for SR 10 (US 90) over the Simpson Bridge and the Group 22-H resurfacing projects on SR 292, Sorrento Road. As CSS, Mr. Johnson is responsible for planning work details and making technical decisions related to the office aspects of the project. His experience includes writing supplemental agreements and work orders for contract changes and making payments to the contractor for additional work. His responsibilities include certifying material in MAC and entering project information in Prc and PSSP. ***Mr. Johnson lives approximately 15 minutes away from the project location.***

PROJECT EXPERIENCE

CEI Services for the Widening of SR 95 (US 29) from SR 8 (I-10) to SR 90A (Nine Mile Road) | Escambia County, FL | FDOT District 3. Mr. Johnson serves as CSS. The improvements under this contract consist of widening SR 95 from a four-lane divided roadway to a six-lane divided roadway between I-10 and Nine Mile Road. The project includes replacing the SR 95 overpass at Nine Mile Road, extensive drainage work, pond construction, several MOT phases with traffic switches, reconstruction of side road intersections, widening for the left-turn lane installation at the intersection, safety improvements, signing and pavement markings, and an upgrade of the urban interchange at Nine Mile Road. Mr. Johnson maintains detailed records of the contractor's daily operations and events that affect the work, such as handling work zone traffic control, sampling and testing component materials, and conducting field tests. Mr. Johnson is overseeing field operations and tracking quantities for earthwork, asphalt, drainage, and concrete for payment and testing requirements, as well as processing monthly invoices from the design-build firm. He enters and reviews MAC entries and SiteManager for proper project documentation.

CEI Services for the Improvements to SR 85 (John Sims Parkway) from Government Avenue to Bayshore Drive in Niceville | Okaloosa County, FL | FDOT District 3. Mr. Johnson served as Senior Inspector. The 1.1-mile-long project consisted of widening an existing four-lane highway to a six-lane highway. The project included construction of three storm-water ponds and storm-sewer system, concrete traffic separators, signalization, and lighting improvements. Mr. Johnsonmaintained detailed records of the contractor's daily operations, such as work zone traffic control, sampling and testing of component materials, conduct of field tests, and all events that impacted the work.

CEI Services for the Milling and Resurfacing SR 71 from SR 10 (US 90) to North of CR 165 Basswood Road | Jackson County, FL | FDOT District 3. Mr. Johnson serves as CSS. This $12.5 million District contract on SR 71 from SR 10 to CR 165 consists of milling and resurfacing, minor widening for turn lanes, drainage improvements, sidewalk replacement, curb ramp replacement, signal loop replacement, lighting installation, and pavement markings.

B | Resumes

YEARS OF EXPERIENCE

- 32 years total

EDUCATION

- Coursework in Construction Engineering, University of Southern Mississippi
- High School Diploma

CTQP CERTIFICATIONS

- Drilled Shaft
- Earthwork 1
- Final Estimates 1 & 2
- QC Manager

OTHER CERTIFICATIONS

- Advanced MOT
- NPDES/FSESCI Erosion Control

IDENTIFICATION

- TIN: J52511369

David A. Albers

Senior Inspector

SUMMARY OF QUALIFICATIONS

David Albers is a Senior Inspector for CEI projects with 16 years of experience. He brings extensive experience delivering precise, reliable surveying services to a broad range of clients, including municipal governments, federal agencies, and private sector partners. Mr. Albers provides onsite support inspecting project and construction requirements for roadway improvement projects, stormwater upgrades, and utility mapping for FDOT District 3 and several Florida Panhandle cities, such as Destin, Fort Walton Beach, and Pensacola, as well as Escambia, Jackson, Washington, and Bay Counties.

PROJECT EXPERIENCE

CEI Services for the Milling and Resurfacing SR 71 from SR 10 (US 90) to North of CR 165 Basswood Road | Jackson County, FL | FDOT District 3. Mr. Albers serves as Senior Inspector. This $12.5 million District contract on SR 71 from SR 10 (US 90) to CR 165 (Basswood Road) consists of milling and resurfacing, minor widening for turn lanes, drainage improvements, sidewalk replacement, curb ramp replacement, signal loop replacement, lighting installation, and pavement markings.

CEI Continuing Services Hybrid (C9T49) | Multiple Areas | FDOT District 3. Mr. Albers served as Senior Inspector and oversaw MOT, erosion control, earthwork operations, and concrete construction associated with this sidewalk construction project.

SR 30 (US 98) Pipe Inspection and Repair | Pensocola, FL | FDOT District 3. Mr. Albers served as Senior Inspector in a subconsultant role. He oversaw the inspection and repair of a major drain pipeline on SR 34 for Airport Road to Gulf Shores Drive.

SR 77 Maintenance Engineering and Inspection | Washington County, FL | FDOT District 3. As the Senior Inspector, Mr. Albers was responsible for all functions of multiple maintenance contracts, including tracking contract money and supervising work document applications. Mr. Albers worked with multiple contractors performing multiple maintenance-related applications.

SR 77 | Design-Build Multi-Lane Resurfacing and Widening | Washington County, FL | FDOT District 3. Mr. Albers served as Senior Inspector and was responsible for the engineering technicians to ensure that the project was built to plans, specifications, and other contract documents. This project consisted of adding additional lanes to 14.4 miles of roadway.

SR 77 | Two-Lane Diversion Fast Response | Washington County, FL | FDOT District 3. Mr. Albers served as Senior Inspector and oversaw all functions of the project, which included subgrade, base, and asphalt operations for lane diversion for the fast response contract on SR 77.

Phase 4 Roadway Rehabilitation | Bay County, FL | FEMA. As the Senior Inspector, Mr. Albers oversaw MOT, erosion control, earthwork operations, and concrete construction associated with the roadway rehabilitation. His project responsibility required timely response and accurate reporting of construction and inspection services.

B | Resumes

YEARS OF EXPERIENCE

- 16 years total

EDUCATION

- St. Charles High School

CTQP CERTIFICATIONS

- Asphalt Paving 1 & 2
- Concrete Field Tech 1
- Concrete Field Insp 2
- Drilled Shaft
- Earthwork 1 & 2
- Final Estimates 1 & 2
- QC Manager

OTHER CERTIFICATIONS

- ACI Concrete Field Tech 1
- ACI CTCI
- Advanced MOT
- Auger Cast Pile
- Critical Structures
- MSE Wall
- Nuclear Radiation/Hazmat
- NPDES/FSESCI Erosion Control
- OSHA-10

IDENTIFICATION

- TIN: A41616176
- ACI: 01362491



TERESA DRISKELL, PE | Quality Assurance/Quality Control (QA/QC) Manager

EDUCATION: BS, Civil Engineering, Auburn University

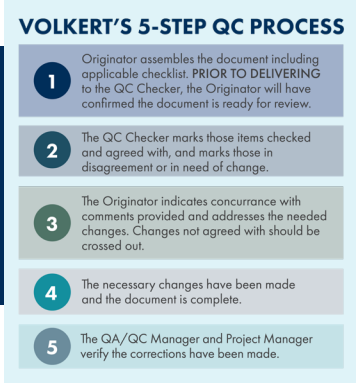
LICENSES/CERTIFICATIONS: Professional Engineer, FL No. 55164; CTQP Final Estimates 1 & 2; Pile Driving; QC Manager; Advanced MOT; Critical Structures Self Study; NPDES/FSESCI Erosion Control; Nuclear Radiation/HAZMAT

BIO & YEARS OF EXPERIENCE: Teresa Driskell has more than 30 years of experience on numerous high-profile and complex construction projects throughout the state, serving as Engineer, Resident Engineer, Assistant District Construction Engineer, Interim District Construction Engineer, QA/QC Manager, and Volkert's Southeast Region CEI Manager. Ms. Driskell is a knowledgeable and practical construction manager with experience in construction, engineering, contract administration, and QA/QC. She applies decades of lessons learned in the field to proactively address potential issues when reviewing work, and her efforts routinely improve the end product on projects for clients in a wide range of disciplines.

KEY TASKS ON THIS PROJECT: Ms. Driskell will provide detailed reviews of work products and incorporate lessons learned and extensive knowledge in state and federal funding programs into project planning phases.

VOLKERT FIVE-STEP PROCESS TO QUALITY CONTROL

Read more about Volkert's Five-Step Quality Control process in section titled, 4. Project Approach, demonstrated skill set, and innovative ideas that will be used to address the Scope of Work.



C | Subconsultant Firm and Key Personnel

MTN Resources, LLC (DBE/SB) will provide resident compliance administrative support services and CEI support. MTN's experience includes projects, such as I-4 Ultimate P3/Design-Build (on which MTN has worked with Volkert), FDOT LAP D3 City of Tallahassee; FDOT D3 City of Panama City Beach; and FDOT District 7 Districtwide Construction Compliance Services – Task Work Orders as well as the completion of 850 other projects.



BRIANNE GRAHAM | RESIDENT COMPLIANCE SPECIALIST

EDUCATION: BS, Finance, Purdue University Global,

BIO & YEARS OF EXPERIENCE: Brianne Graham joined MTN Resources the year of 2023, and she has worked on a variety of task work orders throughout the state of Florida.

KEY TASKS ON THIS PROJECT: As Resident Compliance Specialist, Ms. Graham will monitor all construction contract compliance requirements, including EEO, Wages, DBE, and OJT. She will attend pre-construction meetings, coordinate with the contractor on submittals, reviews and analyzes data, track all compliance criteria for accuracy and timeliness of submittals, conducts board inspections, conduct labor interviews, track and report DBE participations, monitors trainees, coordinates with the CEI team, and review daily field reports to ensure accuracy and completeness of compliance documentation.

D | Availability Location and Workload of the Proposed Team

Following review of the project plans, scope of services, and FDOT agreement, Volkert will provide the CEI services according to the two task work orders and project budget. The tables below highlight a list of our location availability, current projects in the Florida Panhandle ,and the remaining labor commitments.

1. CURRENT PROJECT WORK LISTING AND REMAINING LABOR COMMITMENTS

TEAM MEMBER	ROLE	LOCATION	% Currently Committed	% of Availability
Mike Warnke, PE, ENV SP	Client Service Manager	Gulf Breeze, FL	70%	30%
Jonathan Parramore, PE	Project Manager	Chipley, FL	30%	70%
Clinton Johnson	CEI Project Administrator	Gulf Breeze, FL	20%	80%
David Albers	CEI Senior Inspector	Chipley, FL	20%	80%

Based on the proposed team's workload and the remaining labor commitments listed in the table below, Volkert commits the percentage availability from its local staff and location.

PROJECT NAME	Remaining Labor Commitments
Escambia County, South Chemstrand Road CEI (ongoing)	2 months
FDOT SR 10 at Ashland Avenue Escambia County	2 months
FDOT SR 10 Simpson River Bridge Replacement	1 month

2. THE TYPICAL NUMBER OF PROJECTS HANDLED BY THE KEY PROJECT MANAGERS AT A GIVEN TIME

The Volkert Team key project managers can manage multiple client contracts (average of five projects) within their region or FDOT District at any given time and within reason to maintain quality deliverables. These contracts and responsibilities are supported by comprehensive regional teams, best practice processes and procedures, and national multi-disciplinary departments. With continuing services contracts or task work orders, the number of projects and commitment times fluctuate throughout the duration of the contract, with each task a priority.

3. PROJECTED WORKLOAD OF PROJECT MANAGEMENT ACTIVITIES AS DEFINED IN THE SCOPE OF SERVICES

TASK	Scope of Services per Task	% Workload per Task
1	Construction Observation	60
2	Measurement and Payment Administration	10
3	Meeting Administration	5
4	Contract Interpretations and Modification Administration	5
5	Project Closeout/Post-Construction	10
6	Compliance with FDOT Specifications and LAP Documentation	10

4. IDENTIFICATION OF SUBCONSULTANT FIRMS PROVIDING SIGNIFICANT SERVICES THAT MAY BE ASSIGNED MORE THAN FIVE (5%) OF THE WORK

Volkert has partnered with MTN to provide RCS tasks. MTN is well-known in Florida for their involvement with LAP, including conducting training classes to the local agencies and performing compliance project reviews on behalf of FDOT. The team specializes in the monitoring of federal compliance requirements on federally-funded transportation construction projects.

4. PROJECT APPROACH, DEMONSTRATED SKILL SET, AND INNOVATIVE IDEAS

Project Approach, Demonstrated Skill Set, and Innovative Ideas that will be Used to Address the Scope of Work

The Crosstown Connector Project is approximately 0.4 miles of construction on a two-lane roadway and includes a roundabout, various connections to existing roadway, underground stormwater retention chambers, stormwater structures and pipes, stormwater swales and ponds, sidewalks, signing and pavement markings, street lighting, and landscaping.

Volkert understands that this project will be phased. Phase One will include the underground stormwater retention system and connections. Phase Two will include the remainder of the project. Crosstown Connector Construction Phase One was let May 7, 2025, and Phase Two is scheduled to be let in the Fall of 2025. This procurement will include the CEI services for both phases. Two separate task orders will be issued for the phases.

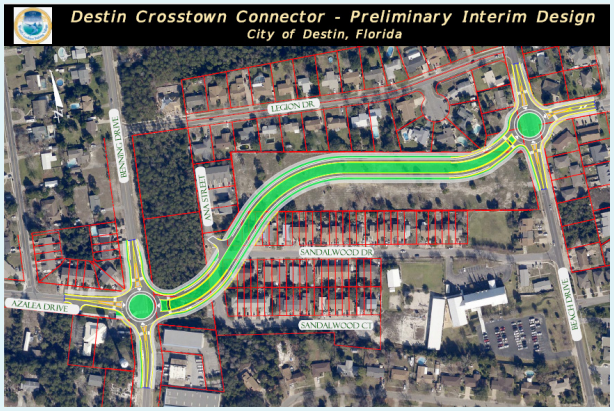


Image used courtesy of the City of Destin. © City of Destin official City of Destin website (www.cityofdestin.com). 2025

Construction scheduling is a key element in planning project work within the established contract duration. The Volkert Team understands how to review and monitor a contractor's schedule and provide guidance to help ensure milestones are met. Mr. Parramore recognizes that when unforeseen circumstances cause construction delays, the contractor may need to adjust the schedule and, in some cases, accelerate operations to keep the project on track and minimize impacts to the traveling public.

Mr. Parramore will immediately begin collaborating with the City's PM, Larry Jones, to identify primary activities for focused tracking, establish necessary constraint dates, determine minimum requirements for document preparation, and set required deliverable deadlines. Weekly progress reports and insights gathered from team discussions will also be reviewed. He will track progress against the project calendar to ensure supplemental resources can be deployed if additional efforts are required.

The Volkert Team will provide regular updates to Mr. Jones, including any schedule-related issues and the remediation efforts underway. After reviewing the anticipated project timeline and milestones, the Volkert Team is committed to assigning the necessary and qualified staff to this project. Our team is dedicated to delivering a successful outcome and ensuring the schedule remains on track, avoiding unnecessary delays and mitigating unforeseen issues.

SCHEDULE AND BUDGET MANAGEMENT

Volkert's team understands the risk represented by additional costs and delays, and we will employ key strategies to maintain schedules and control project costs. Our early coordination, constructability, and value engineering reviews; effective communication; and implementation of best practices when changes are necessary will provide the City with unmatched value throughout this project. During construction, our team will work with the contractor PMs, field supervisors, and quality control personnel while maintaining purposeful communication focused on meeting the schedule and budget, as well as overseeing quality construction. The Volkert Team will also oversee the compliance of all construction requirements, implementing appropriate inspection verification and documentation. We have found that our communication-based project management approach minimizes misunderstandings that can lead to unnecessary delays, construction cost overruns, and claims. This approach has proven highly effective on all construction projects for both local and state governments.

The scope of Wwork for this project is to provide CEI services for the east-west corridor intended to provide an alternate corridor that would help alleviate traffic on Highway 98. The Destin City Council approved a Shared-Use Non-Motorized Trail Program (SUN Trail) grant agreement for the Crosstown Connector and has $200,000 to strictly implement a 10-12 foot multimodal path, which is required to be a part of FDOT's Trail Program SUN Trail.

The responsibilities of the consultant on this project include:

- Conducting project administration and
- Providing Construction Inspection

Volkert will provide all necessary CEI services for this contract, which include monitoring and documenting compliance with construction documents; preparing and documenting monthly and final estimates; and coordinating construction activities with the City, stakeholders, and other local entities. The project will be carefully planned, organized, scheduled, and selectively staffed for optimum efficiency and quality assurance. Volkert extends our Client Service Manager, Project Manager, Project Administrator, and Roadway Construction Inspectors that are state-certified in areas such as work zone safety, concrete testing, asphalt inspection, erosion control, compliance, and quality control.

Successful construction management requires keen attention to detail, so entitlement disputes are analyzed, excessive costs are minimized, challenges are value engineered, submittals are reviewed for compliance with specifications, and construction schedules are realistically prepared and followed. Volkert will determine the acceptability of all materials and completed work items based on documented test results, verification of certifications, certified mill analysis, and independent verification testing.

- Attend Progress Meetings
- Prepare/Review/Process Supplemental Agreements/Construction Changes
- Review/Approve Shop Drawings
- Provide Quality Assurance Testing for Acceptance
- Provide Inspection of the Work
- Prepare Daily Diary Reports
- Review/Approve Progress Payments
- Distribute Correspondence
- Provide Final Project Records/As-Built Plans
- Provide Citizen Interface/Liaison Services for the County

Volkert anticipates that the contractor's first priority following installation of appropriate MOT and erosion control devices will be to start the site work and foundation preparation required for the placement of the stormwater system, pipes, and structures, such as underground stormwater retention system (ADS Chambers), stormwater pipe, and drainage structures.

During all phases of work, proper MOT will be provided to ensure both adequate ingress and egress of property owners within the project limits and safe passage of motorists and pedestrians through the project limits. Volkert will discuss the proposed work with the contractor during regularly scheduled bi-weekly meetings and will work with the contractor to help prevent problems before they occur. In addition, the Volkert Team will contact property owners in the immediate area to inform them of operations affecting their homes and address any concerns the property owners may have.

Volkert's staff understands that timely issue processing by the CEI team is crucial to the success of any construction project. Submittals must be reviewed and processed with haste to facilitate delivery and installation in accordance with the accepted schedule. Through regular site visits and meetings with contractor personnel, Volkert will manage this project in a professional manner that promotes a team relationship with both the contractor and the City, thus facilitating timely completion of projects while maintaining the project budget and funding packages.

The Volkert Team offers a wealth of experience performing CEI services on similar types of contracts, as indicated in the following section titled, "4. References - Past Performance." Our team has worked on many projects for FDOT and local government agencies as the prime consultant, holding multiple Districts CEI contracts. Volkert has assembled a team of well-established and experienced professionals who understand the City's need for effective contract management and can act as an extension of their staff. Our CEI team members take pride in doing what it takes to execute the City of Destin's interests. This includes quickly identifying and providing workable solutions to issues that inevitably arise during construction projects. Our experience, strong working relationships, and familiarity with this area allow us to offer a valuable combination of insight, understanding of issues, and dedication to successful outcomes.

Volkert will provide all necessary CEI services for this contract, including ensuring compliance with construction documents, preparing and documenting monthly and final estimates, and coordinating construction activities with the City and other local entities. The project will be carefully planned, organized, scheduled, and selectively staffed for optimum efficiency and quality assurance. Volkert proposes experienced inspectors, construction engineers, and program managers with the proper skillsets that are tailored to a project's unique requirements. These individuals have the appropriate state and national certifications in areas such as work zone safety, concrete testing, asphalt inspection, and traffic control. We also have specialists in ITS, signalization, survey, landscape, structural inspection, and scheduling.

At Volkert, we realize that providing services in a timely manner is crucial to the success of any construction project. Construction documents will be reviewed and processed according to the schedule. Through regular site visits and meetings with contractor personnel, Volkert will manage the project in a professional manner, which will promote a team-like relationship with both the contractor and the City, facilitating timely completion of our projects while maintaining the budget.

The Volkert Team is committed to providing CEI services to the City that meet the community's needs, fulfill requirements, and consistently go beyond expectations. Our team will pursue this goal by utilizing sound quality control procedures, which are essential to delivering expectations and meeting key performance measures established for our team.

RESIDENT COMPLIANCE SPECIALIST AND LAP DOCUMENTATION REQUIREMENTS

Beginning with our first CEI project for FDOT in 1992, the majority of CEI projects that Volkert has managed for FDOT have been federally funded. Volkert and our subconsultant, MTN, understand all federal- and state-funded projects involve compliance issues that must be addressed. Our experienced team completes regular training sessions to stay abreast of the continually changing project compliance requirements. Our team's familiarity with such projects adequately prepares us to cover EEO/Affirmative Action (AA), OJT, and Federal Wage Rate compliance.

As previously mentioned, Volkert has partnered with MTN to provide RCS tasks. The team specializes in the monitoring of federal compliance requirements on federally-funded transportation construction projects and performs work in FDOT Districts 1, 2, 3, 4, 5, and 7. Their highly experienced staff is prepared to monitor all federal and state compliance requirements, including EEO, DBE, wages and payrolls, and OJT in accordance with the FDOT Construction Contract Compliance Workbook and other prevailing federal rules and regulations.

MTN has experience with multiple funding sources, including American Recovery and Reinvestment Act (ARRA), Transportation Investment Generating Economic Recovery (TIGER), LAP, FDOT, Federal Highway Administration (FHWA), Department of Environmental Protection (DEP), Federal Railroad Administration (FRA), and Federal Transit Administration (FTA).

MTN is known in Florida for their involvement with LAP, including conducting training classes to the local agencies on behalf of FDOT, performing compliance project reviews on behalf of FDOT, and serving as the field RCS. To date, MTN staff members have monitored compliance on more than 350 LAP projects in Florida.

With the involvement of federal funding, construction contract compliance requirements become a critical path element for all projects. Successful compliance oversight is integrated throughout all phases of the project and requires diligent daily monitoring of records, frequent communication, and accurate tracking controls. With MTN's experience and their approach to proper reporting, their coordination with FDOT's liaison will maximize reimbursement for FDOT from the federal government.

Pre-construction Meeting. MTN will discuss the federal requirements and project expectations in detail, ensuring that all project partners are knowledgeable of the requirements.

Project Monitoring. As construction begins, MTN will create and maintain detailed tracking spreadsheets to monitor project activities and compliance submittals of the prime contractor and all subcontractors.

Subcontractors. As per FDOT requirements, MTN will review at least 20% of all active subcontracts, including all tiers, to ensure FHWA 1273 and prevailing wage decisions are included in the contractual document.

Daily Field Reports. MTN will review daily field reports prepared by the field inspectors to ensure completeness and accuracy between compliance and field documentation.

Jobsite Bulletin Board. MTN will monitor the jobsite bulletin board for proper posting of compliance information throughout the life of the project.

Certified Weekly Payrolls. Payrolls will be tracked for receipt by established due dates and reviewed for compliance with prevailing wage decisions and U.S. Department of Labor guidelines. Non-compliance notices will be promptly issued to ensure corrective action is taken within prescribed timelines.

Labor/Compliance Interviews. Interviews will be conducted, as required, with a wide range of project employees of the prime contractor and subcontractors to affirm and cross check the information being reported by the contractors. This will include the following objectives.

- Ensure that all active subcontractors have properly been reported as active on the project
- Verify completeness and accuracy of the number of workers, pay rates, and wage classifications as reported in the certified weekly payrolls relative to the work activity observed by the interviewer
- Understand the laborer's knowledge of their employer's EEO plan and EEO officer, as well as their civil rights (The results of these random interview checks will be compared to other project data to evaluate compliance. The compliance staff will take actions, as necessary, to resolve discrepancies identified during interviews, which may include issuance of payroll violations, notices of non-compliance, and requests of additional supporting compliance documentation.)

DBEs. MTN will identify and monitor DBEs in accordance with 49 CFR Part 26 to document that commercially useful functions (CUF) are performed. The contractor's reporting of the DBE commitments and payments to the DBE subcontractors will be tracked in FDOT's EOC system to ensure proper DBE reporting and adherence to prompt ayment requirements. MTN is a certified DBE firm and understands the requirements of the program.

EEO. MTN will monitor EEO provisions to ensure the contractor has an EEO/AA policy and plan adopted, have identified their EEO officer, and have written documentation of their commitment to uphold provisions for non-discrimination and employee rights and an on-going recruitment program.

Pay Applications. Upon submittal of pay applications by the contractor, Volkert will coordinate with the MTN staff to acknowledge and resolve any outstanding compliance issues before recommendation of payment is made. If required, further non-compliance notices will be issued and payment will not be recommended until compliance is achieved.

Reporting. MTN will provide weekly compliance status updates to all partners and will indicate positive or negative status of compliance items for the participating contractor. This communication is in addition to official non-compliance notices that may require issuance. All non-compliance notices will be tracked for resolution or escalation.

Audits. MTN will perform compliance monitoring to ensure that project documentation is ready for an audit at a moment's notice. Our team welcomes these reviews, as they reaffirm the successful oversight that we achieve on behalf of our clients. MTN often serves in an audit role by developing audit programs and conducting audits. Maintaining thorough compliance documentation by an auditor will contribute to a more successful project. As a result, MTN understands the requirements and intent of the auditors. Records remain subject to audit beyond project completion, and MTN is prepared to support our clients for any subsequent audits, reviews, or questions.

Project Closeout. Closeout processes ensure that project records are accurate, complete, and delivered to the client for record retention and any subsequent reviews.

Documentation Control. All project files will be maintained electronically and provided to the City of Destin and FDOT, as required.

Communication. Excellent communication is the key to all successful projects and especially crucial to the success of compliance monitoring. Compliance staff members will attend all project meetings deemed necessary, to ensure compliance elements are properly communicated and to provide compliance status updates. This ensures that the compliance element is constantly recognized and considered throughout the progress of the project. Training will be offered to subcontractors to ensure their continued understanding of compliance requirements. MTN's role as the compliance monitor is characterized by a helpful and supportive approach. After all, we are all partners with the common goal of achieving a successful, compliant project. MTN understands the federal compliance requirements and will protect the federal funding source.

QUALITY ASSURANCE/QUALITY CONTROL PROGRAM

Volkert will utilize a formalized QA/QC program, beginning at project initiation and continuing until project completion. All team members will be held responsible for the quality of their own work.

Along with an unwavering commitment to the safety of both our staff and the traveling public, quality construction, documents, and customer service are Volkert's top priorities. Our five-step QC process covers all project disciplines and will be followed by every company employee on every project, ensuring compliance with program requirements and professional/industry standards and conformance with all applicable code requirements. Subconsultant QC plans will be integrated into the overall project QC plan, and alternatively, the approved Volkert plan will be followed. QA and QC are two separate but related groups of work, enabling the construction to produce a quality product. QA is the process by which Volkert builds in sufficient procedures, controls, and processes to ensure each task, inspection, report, and contractor is correct. This process will begin on the first day of consultant services and continue for the life of the contract. In contrast, the complementary QC process focuses on completed work at specific stages of the project.

To ensure appropriate QA/QC of our work, we will follow a QA/QC plan specifically tailored for each task under this contract. In addition to our formal QA/QC process, Volkert will provide constructability reviews at the preliminary plan phase and biddability reviews at the final plan phase utilizing senior CEI staff.

The overall quality process will be managed and controlled throughout the life of the project by the Volkert QA/QC Manager, Teresa Driskell, PE. Our proven QA/QC procedure follows a standard five-step review process.

VOLKERT'S 5-STEP QC PROCESS

1. Originator assembles the document, including applicable checklist. PRIOR TO DELIVERING to the QC Checker, the Originator will have confirmed the document is ready for review.
2. The QC Checker marks those items checked and agreed with, and marks those in disagreement or in need of change.
3. The Originator indicates concurrance with comments provided and addresses the needed changes. Changes not agreed with are crossed out.
4. The necessary changes have been made and the document is complete.
5. The QA/QC Manager and Project Supervisor verify the corrections have been made.

Volkert Team Quality Control Tracking

SUBMITTAL	INITIAL	DATE
ORIGINATOR		
CHECKER Correct: Yellow Highlight Incorrect: Red Pen Comment: Blue Pen		
CONCURRENCE Accept: Check in Green Pen Reject: X with Comment in Green Pen		
CHANGES MADE Blue Highlight over Red Pen		
CHANGES VERIFIED Yellow Highlight over Blue Highlight		

5. REFERENCES - PAST PERFORMANCE

Governmental Agency References for Similar Professional Services Contracts

Volkert's recent Northwest Florida experience includes construction engineering and inspection, roadway and bridge design, emergency repairs, damage assessments/inspections, stormwater/drainage improvements, planning, traffic engineering, bridge inspection, stream restoration, and coastal engineering services for a range of clients, including City of Destin, Escambia County, Santa Rosa County, Okaloosa County, Bay County, City of Pensacola, City of Milton, City of Panama City, and the Florida Department of Transportation (FDOT), specifically within District 3.

The two government agencies referenced and relevant projects mentioned below are examples of similar clients and projects involving CEI and continuing services contracts.

1. Name of Agency: **Escambia County, FL**

2. Address: 3363 West Park Place, Pensacola, FL 32505

3. Contact Name: Denise Brewer | Construction Manager
Telephone Number: 850.418.8246 | Email Address: debrewer@myescambia.com

Through a continuing services contract, Volkert has completed the following tasks orders to date, providing immediate availability, as needed, to ensure each task was completed on-time and within budget.

Engineering Design Projects

- South Chemstrand Road Drainage and Sidewalk Improvements
- River Road Culvert Design
- Innerarity Point Park FEMA Repair Project
- Pier/Boardwalk Rehabilitation Project
- Pine Forest Drop Structure Downstream Stabilization

Structural Design

- Woodrun Road over Thompson Bayou
- Northpoint Bridge PEA
- Northpoint Road Culvert FEMA Repairs

CEI Projects

- Smith's Fishcamp Bridge CEI
- James Rd/Coffee Creek Bridge Replacement CEI
- Warrington Pond CEI

Inspections

- 2016 – 2022 Short Span Bridge Inspections

Drainage Design

- Chimney Pines Drainage Rehabilitation



Smith's Fishcamp Bridge CEI

1. Name of Agency: **Santa Rosa County, FL**

2. Address: 6051 Old Bagdad Highway, Suite 202, Milton, Florida 32583

3. Contact Name: Rebecca Jones, PE | Engineering Director
Telephone Number: 850.981.7100 | Email Address:rebeccaj@santarosa.fl.gov

Through the continuing services contract, Volkert has completed several tasks to date, providing immediate availability, as needed, to ensure each task was completed on-time and within budget. The task work orders for this contract include those listed below.

Drainage Projects

- Pine Blossom Road Drainage Analysis and Design
- CR 399 Culvert Assessment

Surveying Services

- Temporary County Surveyor Consulting Services

Engineering Design Projects

- Pea Ridge Road Connector
- Eastbay School Sidewalk Design
- Randy Brown Road Extension
- Walling Road SCOP Resurfacing

Structural Design

- Navarre Beach Bridge Fender System Design

CEI Services

- Randy Brown Road Extension CEI
- Temporary County Inspection Services
- Old Bagdad Sidewalk LAP CEI

Inspection Services

- Navarre Beach Pier Inspection
- Navarre Beach Bridge Fender Repair



Pea Ridge Road Connector

6. GENERAL INFORMATION, PROCUREMENT FORMS, AND DOCUMENTS

A | RESPONDENT ACKNOWLEDGMENT

B | ADDENDA ACKNOWLEDGMENT

C | CONFIRMATION OF DRUG FREE WORKPLACE

D | SCHEDULE OF SUB-CONSULTANT(S)

E | PROOF OF PROFESSIONAL LIABILITY INSURANCE

F | SUPPLEMENTAL INFORMATION

- LICENSES AND CERTIFICATIONS
- CONFLICT OF INTEREST DISCLOSURE FORM
- CERTIFICATION OF INDEPENDENCE AND NO CONFLICT OF INTEREST
- LIABILITY & INDEMNIFICATION FORM
- ANTI-HUMAN TRAFFICKING AFFIDAVIT
- LITIGATION HISTORY

G | PUBLIC ENTITY CRIMES STATEMENT

A | RESPONDENT ACKNOWLEDGMENT

RESPONDENT **ACKNOWLEDGEMENT**

Submit RFQ's To: City of Destin
CITY CLERK'S OFFICE
4200 Indian Bayou Trail
Destin, Florida 32541
Telephone: (850) 837-4242

RFQ Title: CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR THE CROSSTOWN CONNECTOR PROJECT

RFQ Number: 25-06-CD

RFQ Received By: **June 9, 2025, NO LATER THAN 1:00 P.M. (CT)**

RFQ's will be publicly opened and recorded for acknowledgement of receipt in the City Hall Boardroom, unless specified otherwise, on: **June 9, 2025, no later than 1:00 P.M. (CT)** and may not be withdrawn within ninety (90) days after such date and time.

Name of Vendor: **Volkert, Inc.**

Federal I.D. Number: **63-0247014**

A Corporation of the State of: **Florida**

Area Code: **(850)** Telephone Number: **512-8935**

Area Code: **N/A** Fax Number: **N/A**

Mailing Address: **215 Fairpoint Drive, Suite B**

City/State/Zip: **Gulf Breeze, FL 32561**

Vendor Mailing Date: **June 6, 2025**

Authorized Signature

David McFarlin, PE, PLS, PTOE

Name Typed

THIS PAGE MUST BE SUBMITTED FOR RESPONSE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

B | ADDENDA ACKNOWLEDGMENT

A D D E N D A

CITY OF DESTIN
FLORIDA

RFQ TITLE: **RFQ No. 25-06-CD, CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR THE CROSSTOWN CONNECTOR PROJECT**

RESPONDENT: Volkert, Inc.

DATE SUBMITTED: June 9, 2025

We propose and agree, if this submittal is accepted, to contract with the City of Destin, in the Contract Form, to furnish all material, equipment, machinery, tools, apparatus, means of transportation, construction, coordination, labor and services necessary to complete/provide the work specified by the Contract documents.

Having studied the documents prepared by:

CITY OF DESTIN

We propose to perform the work of this Project according to the Contract documents and the following addenda which we have received:

ADDENDUM NO.	DATE	ADDENDUM No.	DATE
1	May 27, 2025		

☐ **NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS BID**

THIS PAGE MUST BE SUBMITTED FOR RESPONSE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

Addendum No. 1 Acknowledgment

A copy of Addendum No. 1 signed and acknowledged shall precede the mandatory information required in the subject RFQ.

Receipt of Addendum No. 1 is hereby acknowledged:

David McFarlin, PE, PLS, PTOE
Print Name

Signature

May 27, 2025
Date

ADDENDUM NO. 1

CITY OF DESTIN, FLORIDA
REQUEST FOR BIDS RFQ NO. 25-06-CD
CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR THE CROSSTOWN CONNECTOR PROJECT

MAY 27, 2025

To All Potential Proposers:

This addendum modifies the previously issued RFQ and is hereby made a part of the proposal documents. Per the RFQ, proposer shall acknowledge receipt of any and all addenda; and shall include this acknowledgement receipt in their submittal. Failure to do so may subject the proposer to disqualification.

The following items shall become a part of the proposal for the above-referenced project.

The City received the following questions from a potential bidder with respect to the City's RFQ NO. 25-06-CD. As per the City's standard practice, the City is furnishing the responses below to these questions.

Question: We have reviewed the Plan Set provided with RFQ No. 25-06-CD for the Crosstown Connector project. However, we would like to request a copy of any general provisions, special provisions, and applicable technical special provisions associated with this project.

Response: Everything that will be published has already been published for the project. There is no other information to provide.

Question: Please clarify that we are to include one (1) printed copy and one (1) .pdf copy saved on a USB drive.

Response: This is correct.

Question: Does the one printed copy need original "ink" signatures, or will digital signatures be accepted?

Response: Digital signatures are acceptable.

Question: Included in Appendix "A," the Respondent Acknowledgement form (page 24) has a field for the "Vendor Mailing Date." The date to be entered is the date we plan to send the sealed package of qualifications; for example, June 6, 2025.

Response: This is fine.

The bid opening date for 25-06-CD remains June 9, 2025 at 2:00 P.M. (CST)

1

2

C | CONFIRMATION OF DRUG FREE WORKPLACE

CITY OF DESTIN, FLORIDA

REQUEST FOR QUALIFICATIONS (RFQ) NO. 25-06-CD
"CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR THE CROSSTOWN CONNECTOR PROJECT
FOR THE CITY OF DESTIN"

DRUG-FREE WORKPLACE CERTIFICATION

The below signed Bidder certifies that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection 1.

4. In the statement specified in subsection 1., notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation occurring in the workplace no later than five (5) working days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I certify that this firm complies fully with the above drug-free workplace requirements.

COMPANY: Volkert, Inc.

ADDRESS: 215 Fairpoint Drive, Suite B,

CITY: Gulf Breeze STATE: FL ZIP CODE: 32561

TELEPHONE NUMBER: 850.512.8935

SIGNATURE: _____ DATE: May 22, 2025

NAME (TYPED OR PRINTED): David McFarlin, PE, PLS, PTOE

TITLE: Senior Vice President

THIS PAGE MUST BE SUBMITTED FOR RESPONSE TO
BE CONSIDERED COMPLETE AND ACCEPTABLE

D | SCHEDULE OF SUB-CONSULTANT(S)

CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR THE CROSSTOWN CONNECTOR PROJECT SCHEDULE OF SUB-CONSULTANTS

The Undersigned Consultant proposes the following major sub-consultant(s) for the major areas of work for the Project. The Bidder is further notified that all sub-consultants shall be properly licensed, bondable and shall be required to furnish the City with a Certificate of Insurance in accordance with the contract general conditions. This page may be reproduced for listing additional sub- consultant(s), if required.

Name of Sub- Consultant	Address of Sub-Consultant	License No.:	Task	
MTN Resources, LLC	308 N. Orange Street, New Smyrna Beach, FL 32168	L05000075814	Resident Compliance Specialist	

Signature _____ Date: May 22, 2025

Title/Company Senior Vice President/Volkert, Inc.

The City reserves the right to reject any sub- consultant(s) who has previously failed in the proper performance of an award, or failed to deliver on time contracts in a similar nature, or who is not responsible(financial capability, lack of resources, etc.) to perform under this award. The City reserves the right to inspect all facilities of any sub- consultant(s) in order to make a determination as to the foregoing.

THIS PAGE MUST BE SUBMITTED FOR RESPONSE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

E | PROOF OF PROFESSIONAL LIABILITY INSURANCE

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/30/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Greyling COI Specialist
Edgewood Partners Insurance Agency 3780 Mansell Rd. Suite 370 Alpharetta GA 30022	PHONE (A/C, No, Ext): 770.756.6599 FAX (A/C, No): E-MAIL ADDRESS: greylingcerts@greyling.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
VOLKINC Volkert, Inc. 11 North Water Street Ste 18290 Mobile AL 36602	INSURER A : National Union Fire Ins Co of Pittsburg	19445
	INSURER B : Everest National Insurance Company	10120
	INSURER C : New Hampshire Insurance Company	23841
	INSURER D : Allied World Surplus Lines Insurance Co	24319
	INSURER E : Endurance American Specialty Ins Co	41718
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 1027976694 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			9894987	4/1/2025	4/1/2026	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person)	$ 25,000
	POLICY X PRO-JECT LOC						PERSONAL & ADV INJURY	$ 2,000,000
	OTHER:						GENERAL AGGREGATE	$ 4,000,000
							PRODUCTS - COMP/OP AGG	$ 4,000,000
								$
A E	AUTOMOBILE LIABILITY X ANY AUTO			2970073 EXT30083306200	4/1/2025 4/1/2025	4/1/2026 4/1/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per person)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
							excess auto CSL	$ 1,000,000
B	UMBRELLA LIAB X OCCUR			XC3CU00031251	4/1/2025	4/1/2026	EACH OCCURRENCE	$ 5,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED X RETENTION $ 10,000							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A		WC067961222	4/1/2025	4/1/2026	X PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D	Professional Liab incl Poll. Liab.			03129811	4/1/2025	4/1/2026	Per Claim Aggregate	$5,000,000 $5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: RFQ-25-06-CD, Crosstown Connector Project.
City of Destin, Florida is named as an Additional Insured with respects to General & Automobile Liability where required by written contract. Waiver of Subrogation in favor of Additional Insured where required by written contract & allowed by law. Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, we will endeavor to provide 30 days' written notice (except 10 days for nonpayment of premium) to the Certificate Holder.

CERTIFICATE HOLDER

City of Destin, Florida
Attn: Larry Jones, City Manager
4200 Indian Bayou Trail
Destin, FL 32541

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Gregg Broderick

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ACORD 25 (2016/03) **The ACORD name and logo are registered marks of ACORD**

F | SUPPLEMENTAL INFORMATION

VOLKERT CORPORATE CERTIFICATE

State of Florida
Department of State

I certify from the records of this office that VOLKERT, INC. is an Alabama corporation authorized to transact business in the State of Florida, qualified on December 15, 1986.

The document number of this corporation is P13159.

I further certify that said corporation has paid all fees due this office through December 31, 2024, that its most recent annual report/uniform business report was filed on January 11, 2024, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Eleventh day of January, 2024

Secretary of State

Tracking Number: 7645553909CC

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

MTN RESOURCES CORPORATE CERTIFICATE

State of Florida
Department of State

I certify from the records of this office that MTN RESOURCES, LLC is a limited liability company organized under the laws of the State of Florida, filed on August 2, 2005, effective August 3, 2005.

The document number of this limited liability company is L05000075814.

I further certify that said limited liability company has paid all fees due this office through December 31, 2025, that its most recent annual report was filed on February 4, 2025, and that its status is active.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Fourth day of February, 2025

Secretary of State

Tracking Number: 5169032095CC

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

THE VOLKERT TEAM PROFESSIONAL ENGINEERING LICENSES

THE OFFICIAL SITE OF THE FLORIDA DEPARTMENT OF BUSINESS & PROFESSIONAL REGULATION

Florida dbpr Department of Business & Professional Regulation

HOME CONTACT US MY ACCOUNT

ONLINE SERVICES

- Apply for a License
- Verify a Licensee
- View Food & Lodging Inspections
- File a Complaint
- Continuing Education Course Search
- View Application Status
- Find Exam Information
- Unlicensed Activity Search
- AB&T Delinquent Invoice & Activity List Search

LICENSEE DETAILS

12:48:23 PM 11/21/2023

Licensee Information

Name:	VOLKERT, INC. (Primary Name)
Main Address:	1408 NORTH WESTSHORE TAMPA Florida 33607
County:	HILLSBOROUGH
License Mailing:	11 NORTH WATER STREET SUITE 18290 MOBILE AL 36602
License Location:	3809 MOFFETT ROAD MOBILE AL 36618

License Information

License Type:	Engineering Business Registry
Rank:	Registry
License Number:	4641
Status:	Current
Licensure Date:	03/04/1987
Expires:	

MIKE WARNKE, PE, ENV SP

Florida dbpr Department of Business & Professional Regulation

ONLINE SERVICES

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- View Application Status
- Find Exam Information
- Unlicensed Activity Search
- AB&T Delinquent Invoice & Activity List Search

LICENSEE DETAILS

Licensee Information

Name:	WARNKE, MIKE J (Primary Name)
Main Address:	5119 KEYSTONE DRIVE GULF BREEZE Florida 32563
County:	SANTA ROSA

License Information

License Type:	Professional Engineer
Rank:	Prof Engineer
License Number:	64091
Status:	Current,Active
Licensure Date:	02/06/2006
Expires:	02/28/2025

Special Qualifications	Qualification Effective
Civil	08/29/2005

JONATHAN PARRAMORE, PE



Ron DeSantis, Governor — Melanie S. Griffin, Secretary — FBPE Florida Board of Professional Engineers

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

PARRAMORE, JONATHAN PATRICK
19940 NE DR FARUQUI DR
BLOUNTSTOWN FL 32424

LICENSE NUMBER: PE97725
EXPIRATION DATE: FEBRUARY 28, 2027
Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.
This is your license. It is unlawful for anyone other than the licensee to use this document.

JONATHAN PARRAMORE, PE

CTQP TRAINING HISTORY REPORT

Qualification Name	Certificate Number	Valid from	Expires on
Asphalt Paving Level 1	3014143	2022-12-01	2027-12-01
Asphalt Paving Level 2	3014142	2022-12-01	2027-12-01
Earthwork Construction Inspection Level 1	3014174	2022-11-17	2027-11-17
Earthwork Construction Inspection Level 2	3014157	2022-11-16	2027-11-16
Final Estimates Level 1	3014159	2022-11-14	2027-11-14
Final Estimates Level 2	3014158	2022-11-14	2027-11-14
QC Manager	N/A	2017-12-01	2099-01-01

CLINTON JOHNSON

CTQP TRAINING HISTORY REPORT

Qualification Name	Certificate Number	Valid from	Expires on
Final Estimates Level 1	3028112	2024-03-07	2029-03-07
Final Estimates Level 2	3028111	2024-03-07	2029-03-07
QC Manager	3006663	2021-09-17	2099-01-01

DAVID ALBERS

CTQP TRAINING HISTORY REPORT

Qualification Name	Certificate Number	Valid from	Expires on
Asphalt Paving Level 1	3003616	2021-05-10	2026-05-10
Asphalt Paving Level 2	3004145	2021-05-08	2026-05-08
Concrete Field Inspector Level 2	3000108	2021-03-23	2026-03-23
Concrete Field Technician Level 1	3001748	2021-03-24	2025-12-28
Drilled Shaft Inspection	3004261	2021-06-05	2026-06-05
Earthwork Construction Inspection Level 1	3000072	2021-02-23	2026-02-23
Earthwork Construction Inspection Level 2	3000166	2021-02-25	2026-02-25
Final Estimates Level 1	3003498	2021-05-07	2026-05-08
Final Estimates Level 2	3003506	2021-05-08	2026-05-08
QC Manager	N/A	2016-05-05	2099-01-01

WADE WIEDERHOLD

CTQP TRAINING HISTORY REPORT

Qualification Name	Certificate Number	Valid from	Expires on
Asphalt Paving Level 1	3021798	2023-06-12	2028-06-12
Asphalt Paving Level 1	3021964	2028-06-12	2028-06-15
Asphalt Paving Level 2	3021963	2023-06-15	2028-06-15
Concrete Field Technician Level 1	3037557	2025-02-08	2029-10-02
Earthwork Construction Inspection Level 1	3027397	2024-01-30	2029-01-30
Earthwork Construction Inspection Level 2	3027457	2024-02-04	2029-02-04
Final Estimates Level 1	3034127	2024-10-02	2029-10-02

TERESA DRISKELL, PE

CTQP TRAINING HISTORY REPORT

Qualification Name	Certificate Number	Valid from	Expires on
Final Estimates Level 1	3024798	2023-10-15	2028-10-15
Final Estimates Level 2	3024797	2023-10-15	2028-10-15
Pile Driving Inspection	3004896	2021-06-29	2026-06-29

CONFLICT OF INTEREST DISCLOSURE FORM

CITY OF DESTIN, FLORIDA
REQUEST FOR QUALIFICATIONS (RFQ) NO. 25-06-CD
"CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR THE CROSSTOWN CONNECTOR PROJECT
FOR THE CITY OF DESTIN"

CONFLICT OF INTEREST DISCLOSURE FORM

Does any City employee acting as a purchasing agent, or City public officer acting in official or private capacity or his/her spouse, or child own more that 5% of the bidder/proposer's interest?

YES_____ NO X_____

Does any City employee acting as a purchasing agent, or City public officer acting in official or private capacity hold any employment or contract with the bidder/proposer?

YES_____ NO X_____

If either question number 1 or 2 above has been answered YES, does the bidder/proposer assert any exemptions related to prohibited employment & business relationships?

YES_____ NO X_____

If YES, please describe:
N/A

FIRM NAME: Volkert, Inc.

BY (PRINTED): David McFarlin, PE, PLS, PTOE

BY (SIGNATURE): _____

TITLE: Senior Vice President

ADDRESS 215 Fairpoint Drive, Suite B, Gulf Breeze, FL 32561

PHONE NO. 850.512.8935

E-MAIL david.mcfarlin@volkert.com

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CERTIFICATION OF INDEPENDENCE AND NO CONFLICT OF INTEREST

CITY OF DESTIN, FLORIDA

REQUEST FOR QUALIFICATION (RFQ) NO. 25-06-CD
"CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR THE CROSSTOWN CONNECTOR PROJECT
FOR THE CITY OF DESTIN"

CERTIFICATION OF INDEPENDENCE AND NO CONFLICT OF INTEREST

By submitting a proposal in response to the REQUEST FOR QUALIFICATIONS for RFQ No. 25-06-CD. – CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR THE CROSSTOWN CONNECTOR PROJECT FOR THE CITY OF DESTIN, the undersigned certifies the following:

1. The proposal has been developed independently, without consultation, communication or agreement with any employee or consultant to the City who has worked on the development of this RFQ, or with any person serving as a member of the evaluation committee.

2. The proposal has been developed independently, without consultation, communication or agreement with any other firm or parties for the purpose of restricting competition.

3. Unless otherwise required by law, the information found in the proposal has not been knowingly disclosed and will not be knowingly disclosed prior to the award of the contract, directly or indirectly, to any other firm.

4. No attempt has been made or will be made by (Name of Firm) to induce any other firm to submit or not to submit a proposal for the purpose of restricting competition.

5. No relationship exists or will exist during the contract period between (Name of Firm) and the City that interferes with fair competition or is a conflict of interest.

Sincerely,

David McFarlin, PE, PLS, PTOE, Senior Vice President

Name Title

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LIABILITY & INDEMNIFICATION FORM

CITY OF DESTIN, FLORIDA

REQUEST FOR QUALIFICATIONS (RFQ) NO. 25-06-CD
"CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR THE CROSSTOWN CONNECTOR PROJECT
FOR THE CITY OF DESTIN"

LIABILITY & INDEMNIFICATION FORM

To the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless CITY, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of this Agreement.

Volkert, Inc.	
CONSULTANT's Company Name	Authorized Signature – Manual
215 Fairpoint Drive, Suite B, Gulf Breeze, FL 32561	David McFarlin, PE, PLS, PTOE
Physical Address	Authorized Signature – Typed
215 Fairpoint Drive, Suite B, Gulf Breeze, FL 32561	Senior Vice President
Mailing Address	Title
850.512.8935	N/A
Phone Number	FAX Number
770.362.7374	770.362.7374
Cellular Number	After-Hours Number(s)
david.mcfarlin@volkert.com	May 22, 2025
Email address	DATE

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BE CONSIDERED COMPLETE AND ACCEPTABLE

ANTI-HUMAN TRAFFICKING AFFIDAVIT

ANTI-HUMAN TRAFFICKING AFFIDAVIT

DIRECTIONS: *All nongovernmental entities that are or potentially will be contracting, renewing or extending contracts with the City of Destin must have an officer or representative fully execute this affidavit. Note, this is a mandatory requirement of s 787.06(13), Florida Statutes effective July 1, 2024.*

I David McFarlin, PE, PLS, PTOE (insert name) as Senior Vice President/Principal-in-Charge (insert title) on behalf of Volkert, Inc. (insert entity name) under penalty of perjury hereby attest as follows:

1. I am over 21 years of age and have personal knowledge of the matters set forth in this affidavit.
2. Volkert, Inc. (insert entity name) does not use coercion for labor or services as defined in s. 787.06(2)(a), Florida Statutes.
3. More particularly, Volkert, Inc. (insert entity name) does not participate in any of the following actions:
    a. Using or threatening to use physical force against any person;
    b. Restraining, isolating or confining or threatening to restrain, isolate or confine any person without lawful authority and against her or his will;
    c. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of the labor or services are not respectively limited and defined;
    d. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
    e. Causing or threatening to cause financial harm to any person;
    f. Enticing or luring any person by fraud or deceit; or
    g. Providing a controlled substance as outlined in Schedule I or Schedule II of s. 893.03, Florida Statutes to any person for the purpose of exploitation of that person.

FURTHER AFFIANT SAYETH NAUGHT.

Printed Name: David McFarlin, PE, PLS, PTOE
Title: Senior Vice President
Nongovernmental entity: Volkert, Inc.
Date: May 22, 2025

STATE OF Georgia
COUNTY OF Cherokee

SWORN TO AND SUBSCRIBED before me ____ in person or ✓ remote notarization by Christina M. Munger as Notary on behalf of Volkert, Inc., who is personally known to me or who produced _____ as identification this 22nd day of May, 2025.

Notary Public

(Notary Seal)

CHRISTINA M MUNGER NOTARY PUBLIC My Comm. Expires Jun 20, 2028 CHEROKEE COUNTY STATE OF GEORGIA

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Litigation History

Volkert does not have any pending lawsuits that will affect the performance of the services to be rendered under this contract. As is the normal course of business for any successful professional services firm, Volkert manages some unavoidable claims and lawsuits which are common to large public infrastructure endeavors. Volkert carries professional liability insurance, commercial general liability insurance, automobile liability insurance, and worker compensation insurance to protect it against losses and damages.

A list of litigation in which Volkert has been involved in the past five (5) years and their respective statuses/resolutions follows.

L&A Contractors v. Volkert
19th Judicial District, Parish of East Baton Rouge, Louisiana
Case No. C661457 Section 24
Type of Claim: Professional Liability
Status: In Litigation.

City of Walker v. Volkert, et al.
19th Judicial District, Parish of East Baton Rouge, Louisiana
Case No.: 654,278; Sec. 26
Type of Claim: Professional Liability
Status: Resolved.

Montevallo Plaza, LLC v. Chilton Contractors, Inc., et al.
Civil Action No.: 58-DV-2018-900244.00
District Court of Shelby County, Alabama
Type of Claim: Professional Liability
Status: Volkert Dismissed.

Carolyn Hammell & Bonderia Lyons, et al. Granite Construction Co., et al.
Civil Action No. 01-CV-2018-903007.00
Circuit Court of Jefferson County, Alabama
Type of Claim: Professional Liability
Status: Volkert partially dismissed via Summary Judgment.

Demetrius Fuller v. Granite Construction Co., et al.
Circuit Court of Jefferson County, Alabama
Case No: 01-CV-2018-902171
Type of Claim: Professional Liability
Status: Volkert Granted Summary Judgment & Dismissed.

Radames Anthony Beltre v. City of Fairfax, VA., et al.
Case No. 2018-6730
Circuit Court of the County of Fairfax, Virginia
Type of Claim: Professional Liability
Status: Volkert Dismissed.

Arlette Bridges v. St. James Parish School Board et al. (2018)
Case No. 00038822
23rd Judicial District of Louisiana, Parish of St. James
Type of Claim: Professional Liability
Status: Volkert Dismissed.

Hemphill Construction Co. v. City of Biloxi, MS., et al.
Second Judicial District of Mississippi, Harrison County
Case No.: A2042-2019-49
Type of Claim: Professional Liability
Status: Resolved.

Estate of Marissa Lybarger v. Skanska-Granite-Lane, et al.
9th Judicial Circuit for Orange County, Florida
Case No. 2019-CA-010699-0
Type of Claim: Professional Liability
Status: In Litigation.

Kayla Coblentz, etc. (Hickerson Estate) v. Ameren Illinois, et al. Circuit Court for the Second Judicial Circuit, Jefferson County, Illinois
Case No: 2020-L-19
Type of Claim: Professional Liability
Status: Volkert Dismissed.

Ernest Everidge, Sr. v. Fleming Construction Co., LLC, et al.
Civil District Court for the Parish of Orleans, Louisiana
Case No. 2020-3470-9-11
Type of Claim: Professional Liability
Status: Volkert voluntarily dismissed by Plaintiff.

Kenneth Ray Wade, III, a minor v. William Rawlings, et al.
Lafayette Parish, Louisiana, Civil District Court
Case No. 2020-0488
Type of Claim: Professional Liability
Status: Resolved.

David Trujillo, et al. v. V&M Erectors, Inc., et al.
Case No. 2020-CA-3183
9th Judicial Circuit in and for Orange County, Florida
Type of Claim: Professional Liability
Status: Resolved.

Cynthia & Kenneth Wade v. William Rawlings, et al.
District Court of Harris County, Texas
Case No. 2020-03283
Type of Claim: Professional Liability
Status: Resolved.

Kevin Montgomery, Succession of Carolyn Montgomery Diggs v. Greater New Orleans Expressway Commission, et al. Docket No. 812-138 M (2020), 24th Judicial District Court for the Parish of Jefferson, Louisiana
Type of Claim: Professional Liability
Status: In Litigation.

Estate of Brittaney Niccole Cleaver v. Hosea Weaver & Sons, Inc., et al. Case No. 02-CV-2020-901380.00
13th Judicial Circuit of Alabama
Type of Claim: Professional Liability
Status: Resolved.

Debra Ann Robichaux, et al. v. Baker Pile Driving & Sitework, et al. 22nd Judicial District Court for St. Tammany Parish, Louisiana, Case No. 2020-11431 Division H
Type of Claim: Professional Liability
Status: Volkert Granted Summary Judgment

Estate of Carey Lynn Riemer v. Skanska-Granite-Lane, JV, et al. Case No. 2021-CA-010984-O
9th Judicial Circuit in and for Orange County, Florida
Type of Claim: Professional Liability
Status: Resolved.

Thomas Whitten v. Dunn Construction Co., Inc., et al.
Civil Action No.: 01-CV-2021-901969.00
Circuit Court of Jefferson County, Alabama
Type of Claim: Professional Liability
Status: Resolved.

Volkert, Inc. v. Nationwide Mutual Insurance Co., et al.
Case No.: 2:21-cv-00156
United States District Court, Eastern District of Louisiana
Type of Claim: Professional Liability
Status: Resolved.

Oscar Renda Contracting, Inc v. The City of Biloxi, Mississippi, Circuit Court of Harrison County, Mississippi, Second Judicial District
Civil Action No. A2402-23021-110
Type of Claim: Professional Liability
Status: In Litigation.

Onieda Covarrubias v. Volkert, Inc., et al.
In the 131st District Court, Bexar County, Texas
Case No. 2022C101254
Type of Claim: MVA
Status: Resolved.

Thomas Baumann v. Volkert, Inc., et al.
19th Judicial District Court, Parish of East Baton Rouge, Louisiana
Number C-716577 "26"
Type of Claim: Professional Liability
Status: In Litigation.

Roderick Carter v. Kevin Linder and Volkert, Inc.
In the General Court of Justice, Superior Court Division, Robeson County, North Carolina
Case No. 22 CVS 1199
Type of Claim: MVA
Status: Resolved.

Michael Goodwin and Angela Goodwin v. Volkert, Inc., et al.
In the Circuit Court of the Ninth Judicial Circuit, Orange County, Florida
Case No. 2022-CA-000161-0
Type of Claim: MVA
Status: Resolved.

Nancy Lewis v. Jacob James Popp and Volkert, Inc.
In the Circuit Court for the Twentieth Judicial Circuit, Charlotte County, Florida
Civil Division
Case No.: 22000762CA
Type of Claim: MVA
Status: Resolved.

Lacie Chantell Hunter v. Jeffrey James
Circuit Court for the 13th Judicial Circuit, Hillsborough County, Florida
Case No.: 23-CA-004011
Type of Claim: MVA
Status: Resolved.

Blenda Garcia v. Kevin Linder
Circuit Court, 18th Judicial District, Seminole County, Florida
Case No. 2023-CA-001399
Type of Claim: MVA
Status: Resolved.

Rebecca Lovelace v. Riley McAllister
Circuit Court for the City of Richmond, Virginia
Case No.: CL23-232.8
Type of Claim: MVA
Status: In Litigation

Volkert, Inc. v. Halmar International
United States District Court, Middle District of Louisiana
Case No.: 3: 23-cv-01520-BAJ-RLB
Type of Claim: Breach of Contract/Prompt Payment
Status: Resolved

Robert Mullins v. Volkert, Inc., et al.
In the Superior Court of White County, Georgia
Case No.: 2022000100
Status: In Litigation

Sharmia Guah, etc. v. Volkert, Inc., Kennedy Engineering, et al. In the Superior Court of Newton County, Georgia
Case No.: 2023-002569
Status: In Litigation

Paula Y. Walker v. Keller Construction, Inc., Volkert, Inc., et al.In the Circuit Court, Third Judicial Circuit, Madison County, Illinois, Civil Division
Case No.: 2023LA000938
Type of Claim: Professional Liability
Status: In Litigation

Tammy Freeman v. McInnis Construction, LLC; Volkert, Inc., et. Al. In the Circuit Court of Mobile County, Alabama
Case No.: 02-CV-2023-901744
Type of Claim: Professional Liability
Status: In Litigation

City of Starkville Mississippi v. Volkert, Inc., et al.
In the Circuit Court of Oktibbeha County, Mississippi
Case No.: 23-0599-E
Type of Claim: Professional Liability
Status: In Litigation

James M. Payton v. Anjinomoto Health & Nutrition North America, Inc., et al.
In the Circuit Court of Cook County, Illinois
Case No.: 23L013106
Type of Claim: Mesothelioma
Status: In Litigation

Jean Leuder, etc. v. Unum Life Insurance Company of America and Volkert, Inc. (ERISA)
In the United States District Court for the Middle District of Florida
Case No.: 8:23-cv-02439-VMC-AAS
Type of Claim: ERISA
Status: Resolved.

Akeem Phillips v. Richard Meeks, Volkert, Inc.
In the Circuit Court of the Ninth Judicial Circuit, Orange County, Florida
Case No.: 2024-CA-001058-O
Type of Claim: MVA
Status: Resolved.

Rafael Rosendo De Oliveira v. Christopher Lebron and Volkert, Inc.
In the Circuit Court for the Ninth Judicial Circuit, Orange County, Florida
MVA
Status: In Litigation

Volkert Claims for Nonpayment Against the City of Daphne, Alabama
Mediation (Not a Lawsuit)
Baldwin County, Alabama
Status: City Made Payment to Volkert; Claim Resolved w/o Suit

SGL v. Volkert, I-4MP Claim
Mediation (Not a lawsuit)
Florida
Status: Mediation

G | PUBLIC ENTITY CRIMES STATEMENT

CITY OF DESTIN, FLORIDA

REQUEST FOR QUALIFICATIONS (RFQ) NO. 25-06-CD
"CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR THE CROSSTOWN CONNECTOR PROJECT
FOR THE CITY OF DESTIN"

SWORN STATEMENT UNDER SECTION 287.133 (3) (A)
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract City of Destin, Florida
RFQ No. 25-06-CD, "CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR THE CROSSTOWN CONNECTOR PROJECT

2. This sworn statement is submitted by Volkert, Inc.
whose business address is 215 Fairpoint Drive, Suite B, Gulf Breeze, FL 32561
and (if applicable) Federal Employer Identification Number (FEIN) is 63-0247014
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

3. My name is David McFarlin, PE, PLS, PTOE and my relationship to the entity named above is Senior Vice President

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g). Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(1)(b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime; or

2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in

THIS PAGE MUST BE SUBMITTED FOR RESPONSE TO
BE CONSIDERED COMPLETE AND ACCEPTABLE

the management of an affiliate. The ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active n management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

__X__Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

____The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. (please attach a copy of the final order)

____The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted vendor list. (please attach a copy of the final order)

_____The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by, or pending with, the Department of General Services.)

_____ May 22, 2025
(Signature) Date:

STATE OF Georgia
COUNTY OF Cherokee

The foregoing instrument was acknowledged before me by means of physical presence __ or online notarization ✓, this 22nd day of May, 20 25,

By:
Christina M. Munger
(Print name)

Personally known ____ OR Produced Identification ✓

Christina M. Munger
Notary Signature

Seal: CHRISTINA M MUNGER NOTARY PUBLIC My Comm. Expires Jun 20, 2028 CHEROKEE COUNTY STATE OF GEORGIA

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A Century of Integrity in Infrastructure

215 Fairpoint Drive, Suite B
Gulf Breeze, FL 32561

www.volkert.com

1925 100 VOLKERT 2025







REQUEST FOR QUALIFICATIONS
(RFQ)
CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR THE CROSSTOWN CONNECTOR PROJECT

RFQ No. 25-06-CD

RFQ DUE DATE: June 9, 2025 1:00 P.M. CST
4200 Indian Bayou Trail
Destin, FL 32541

City of Destin, Florida
May 7, 2025

Larry Jones, City Manager
Phone (850) 837-4242
Facsimile (850) 837-3267
4200 Indian Bayou Trail
Destin, Florida 32541

TABLE OF CONTENTS

Advertisement…… 2

Section 1 – Scope of Services and Project Information 3

Section 2 – Instruction to Respondents 12

Section 3 –Response Submission Requirements 14

Section 4 – Evaluation of Responses 16

Section 5 – General Conditions 17

Section 6 - Special Conditions.....21

Appendix ‘A’ 22

Respondent Acknowledgement 24

Respondent’s Qualification Form Statement 25

Public Entity Crimes Form……31

Confirmation of Drug-Free Workplace……33

Conflict of Interest Disclosure Form……34

Liability & Indemnification Form……35

Independence & No Conflict of Interest Form……36

Schedule of Sub-Contractors.....37

Exhibit ‘A’ 39

Draft Agreement 40

Exhibit ‘B’ 47

Plan Set…….

REQUEST FOR QUALIFICATIONS

CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR THE CROSSTOWN CONNECTOR PROJECT
RFQ No. 25-06-CD

Sealed Requests for Qualifications (RFQs) will be received in City Clerk's Office, City of Destin, 4200 Indian Bayou Trail, Destin, FL 32541 on or by: **Monday, June 9, 2025, Not Later Than 1:00 P.M. (CT).**

RFQ's will be opened in: **4200 Indian Bayou Trail, Destin, FL 32541**
CITY HALL BOARD ROOM

One (1) original, so designated, one digital (USB only) copy of the response shall be submitted in a sealed package clearly marked on the outside: "RFQ No. 25-06-CD, "CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR THE CROSSTOWN CONNECTOR PROJECT FOR THE CITY OF DESTIN" and addressed to: City of Destin, City Clerk's Office,4200 Indian Bayou Trail, Destin, FL 32541.

All RFQs will be publicly opened and only the names of the Respondents will be disclosed. RFQ's received after the assigned date and time will NOT be considered.

ATTENTION ALL INTERESTED RESPONDENTS:

Prospective respondents should contact the City Clerk's Office to obtain either an electronic or paper version of the bid documents by calling 850-837-4242 or e-mail: clerk@cityofdestin.com

Any questions relative to any item or portion(s) of this solicitation should be directed to the City Clerk's Office, 850-837-4242 with Office Hours: Monday – Friday, 8:00 A.M. to 5:00 P.M. or email at clerk@cityofdestin.com

CITY OF DESTIN

Larry Jones
City Manager

NOTICE TO PROPOSERS
(Advertisement)

The City of Destin, Florida (City), is currently seeking sealed submittals for "CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR THE CROSSTOWN CONNECTOR PROJECT for City of Destin." The firm with the successful proposal shall be required to supply the City with copies of its current Liability Insurance and Workmen's Compensation coverage. **To bid on a project you must be placed on the Plan Holders List. To do so, obtain the Bid documents (containing the full specifications and requirements) by emailing the City Clerk's Office at cityclerk@cityofdestin.com. Please include "Request for Bid Documents – RFB No. 25-06-CD" in the subject line of the email.** Proposals must be received by the City Clerk's Office at the City of Destin, 4200 Indian Bayou Trail, Destin, Florida 32541, in a sealed envelope clearly marked "**RFQ No. 25-06-CD, "CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR THE CROSSTOWN CONNECTOR PROJECT FOR THE CITY OF DESTIN**", **along with the name, return address and telephone number of the firm submitting the proposal**, no later than 1:00 p.m. Central Time, on Monday, June 9, 2025 at which time they will be opened and identified aloud. The City reserves the right to reject any and all proposals or portions thereof up until formal award of the bid, to waive minor defects and informalities in the process, to accept the Proposal(s) or take any other actions deemed by the City to be in the City's best interest.

Larry Jones
City Manager

SECTION 1 –SCOPE OF SERVICES AND GENERAL INFORMATION

1.1 SUMMARY OF THE SCOPE OF SERVICES:

The City of Destin, Florida, is seeking firms to enter into a "contract" to provide various CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR THE CROSSTOWN CONNECTOR PROJECT for the City.

The Crosstown Connector Project will include the construction of a 2-lane roadway approximately .4 of a mile, a roundabout, various connections to existing roadway, underground stormwater retention chambers, stormwater structures and pipes, stormwater swales and ponds, sidewalks, signing and pavement markings, street lighting, and landscaping.

This project will be phased. Phase One will include the underground stormwater retention system and connections. Phase Two will include the remainder of the project. Phase One will be let in May of 2025, Phase Two will likely be let in the Fall of 2025. This procurement will include the CEI services for both Phases. Two separate task orders will be issued for the Phases. Exhibit B is the Plan Set, which is attached.

The intent of this RFQ is to acquire a broad range of CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR THE CROSSTOWN CONNECTOR PROJECT for the City.

The terms "Consultant" and "Respondent" shall mean the firm submitting for this RFQ and will be used interchangeably in this solicitation.

1.2 NO CONTACT CLAUSE

All prospective Respondents are hereby instructed NOT to contact any member of the City of Destin City Council, the City Manager, or City of Destin staff member other than the authorized City contact person identified in this RFQ, or the City's designated procurement staff member, regarding this solicitation package, or the Respondent's submittal package, City's Intent to Award, or City's Intent to Reject (if applicable) at any time prior to the FORMAL AWARD for this project. Any such contact may be cause for rejection of your submittal at the City's sole discretion.

1.3 TERM OF THE SERVICE

The City intends to enter into a **contract with the successful bidder.** This term may be negotiated by the parties.

A termination clause in the contract will allow either the City or the selected Consultant to terminate with proper notice, which shall be further and specifically defined in the contract between the City and Consultant.

The selected Consultant shall be required to assume responsibility for all services offered in their proposal. The selected Consultant will designate a sole point of contact concerning contractual matters including payments of any charges resulting from the contract.

The resulting contract shall provide for issuance of individual Task Orders based on specific scopes of work. Task Orders will be individually negotiated based on a "Fee Schedule" and any additional negotiated services required within the scope of work.

Once these fixed hourly costs are negotiated and the contracts signed, each project will be negotiated relative to the number of hours required by each position to accomplish the scope of services. The service costs will be based on time and expenses with a not to exceed limit based on the negotiated hours and expenses or a fixed lump sum fee. The results of this negotiation will result in a Task Order for the project. The City's standard form of consulting agreement will be utilized with appropriate changes and modifications for each specific circumstance.

The selected Consultant shall be required to assume responsibility for all services offered in their proposal. The selected Consultant will be the sole point of contact concerning contractual matters, including payments of any charges resulting from the contract.

Payment schedule and basis for payment will be negotiated and will be based upon documented work completed satisfactorily.

1.4 SCOPE OF SERVICES TO BE PERFORMED:

The City is seeking consulting firms to enter into a "continuing contract" to provide various CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR THE CROSSTOWN CONNECTOR PROJECT for the City. The CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR THE CROSSTOWN CONNECTOR PROJECT required may include, but are not limited to the following:

Construction, Engineering, and Inspection Services

CONSTRUCTION ENGINEERING & INSPECTION (CEI) SCOPE OF SERVICES

TASK 1 – CONSTRUCTION OBSERVATION / INSPECTION AND SYSTEMS INTEGRATION
1.01 Pre-Bid Plan Review
1.02 General Construction Observation
1.03 Site Conditions Review
1.04 Stored Materials/Equipment Review
1.05 Design Discipline Site Visitations
1.06 Develop a Progressive List of Items Requiring Correction
1.07 City Notification of Accident Damage/Injury
1.08 Coordination with Adjacent Projects
1.09 Utility Coordination
1.10 Coordinate and Review Asphalt Testing
1.11 Quality Control & Verification Testing
1.12 Coordinate and Review Earthwork Testing
1.13 Coordinate and Review Concrete Testing
1.14 Video/Photo Documentation
1.15 Conduct Field Survey

TASK 2 – MEASUREMENT AND PAYMENT ADMINISTRATION

2.01 Review Progress Payments

TASK 3 – MEETINGS ADMINISTRATION
3.01 Preconstruction Meeting
3.02 Construction Progress Meetings
3.03 City Council Presentations

TASK 4 - CONTRACT INTERPRETATIONS AND MODIFICATIONS ADMINISTRATION
4.01 Coordinate Interpretations Review
4.02 Administration of Changed Work
4.03 Coordinate and Issue Change Proposal Requests (CPR's)
4.04 Work Change Directives (WCD's)
4.05 Change Orders (CO's)

TASK 5 – PROJECT CLOSEOUT / POSTCONSTRUCTION
5.01 Review Substantial Completion Submittal
5.02 Conduct Substantial Completion Inspection
5.03 Issue Substantial Completion Punch List
5.04 Document Project Warranties
5.05 Review Final Completion Submittal
5.06 Conduct Final Completion Inspection
5.07 Recommend Final Payment

TASK 6 – COMPLIANCE WITH FDOT SPECIFICATIONS AND LAP DOCUMENTATION REQUIREMENTS

6.01 Coordination with FDOT staff
6.02 Compliance with LAP guidelines
6.03 Submittal of Compliance Documentation to FDOT
6.05 Conduct Final Compliance Inspection
6.06 Compile & Submit Final Completion Submittal

TASK 1 – CONSTRUCTION OBSERVATION / INSPECTION

Objective: Observe, record, and report the Contractor's work progress to determine the work is in general conformance with the requirements of the Contract Documents. Document activity observed making note of deficiencies and any issues requiring resolution.

Consultant Activities:

1.01- 100% Plans Constructability Review
• Review and provide comments on the 100% plan set prior to the project being let.

1.02 - General Construction Observation
• Create and file daily work reports defining specified work completed and Contractor work force figures.
• Monitor construction activity to verify conformance with Contract Documents and document activities and observations.
• Record weather condition information
• Record Requests for Interpretation of Contract Document's provisions.
• Note construction deficiencies and punch list items.

1.03 - Site Conditions Review
• Review overall condition of site for excessive construction debris or erosion, and proper drainage and access
• Review protection provisions for existing structures, piping, trees and other items designated to be protected.
• Verify that the Contractor is conducting inspections, preparing reports, and monitoring all stormwater pollution prevention measures associated with the project permits.
• Document deficiencies and notify the Contractor.

1.04 - Stored Materials/Equipment Review
• Coordinate with Contractor to facilitate review of major items prior to unloading and storage.
• Regularly review Contractor's storage areas to determine compliance with the Contract Documents.
• Notify the Contractor of any damaged or improperly stored materials.

1.05 - Design Discipline Site Visitations
• Coordinate design discipline site and other visitations.
• Follow-up of any site deficiencies noted by design team members.
• In the event of visitation by regulatory officials, follow up with telephone contact to get their impressions and comments.
• For special visitations, ensure proper persons representing the various interested parties are present.

1.06 – Develop a Progressive List of Items Requiring Correction
• Monitor construction throughout the Project duration and identify deficient items.
• Provide Contractor with an updated list at construction meetings.
• As deficiencies are corrected, revise the list by deleting corrected items.
• Distribute the deficiencies list updates to authorized parties.
• Utilize list to aid in identifying retainage amounts near Project completion.

1.07 - CITY Notification of Accident Damage/Injury
• Maintain communications with Contractor's superintendent to encourage prompt notification of accidents.
• Require lost-time accident reports at construction meetings.
• Upon observation or notification of an accident, take photographs and/or videotape of accident scene, make written notes and notify CITY.

1.08 – Coordination with Adjacent Projects and Business Owners
• Coordinate construction activities with neighboring projects to minimize disruptions to the public and ensure adherence to construction schedules
• Collaborate with local businesses to minimize the impact of construction on property access.

1.09 – Utility Coordination
• Provide coordination with each major project stakeholder in adjustments or relocation of existing or proposed utilities.
• Monitor, inspect, and document utility construction within project limits.
• Identify potential utility conflicts and assist in the resolution of utility issues.

1.10 - Coordinate and Review Asphalt Testing
• Document and maintain asphalt paving records in accordance with FDOT procedures.
• Provide Plant Verification of one asphalt sample.

1.11 - Quality Control Testing & Verification Testing
• Provide verification testing for all necessary work elements in conformance with applicable testing requirements.
• Utilize a certified FDOT materials testing laboratory for all material testing in conjunction with field verification testing.

1.12 - Coordinate and Review Earthwork Testing
• Establish communication of test result procedures and protocols with testing laboratory and Contractor.
• Review all test results to verify compliance with specified requirements and maintain Project Log.
• Verify areas of failing compaction are corrected to specified criteria.

1.13 - Coordinate and Review Concrete Testing
• Review concrete mix design with the Structural Engineer and Contractor to establish specification compliance relative to addition of water to concrete on site.
• Initiate a sampling program to verify correct numbers of cylinders are taken as called for in the specifications.
• Review field data to verify other items such as slump, air entrainment and special admixtures are in accordance with the Contract Documents.
• Review each failing compressive strength test to determine structural implications and course of corrective action required.
• Notify Contractor of subsequent testing which is required.

1.14 – Video/Photo Documentation
• Digitally video the pre-construction conditions throughout the project limits. Provide a digital photo log of project activities with heavy emphasis on potential claim items/issues and on areas of real/potential public controversy.
• Provide showcase photos (before/after) at various locations throughout the project.

1.15 – Conduct Field Survey
• Verify surveying services to obtain original, final, as well as progress estimate quantities for payment of all critical backfill earthwork pay items.
• Upon request, check construction layout when deemed necessary by the project coordinator.

Deliverables: - Comments on 100% Plan Review
- Daily Work Reports
- Weekly Construction Progress Report
- Notice of Non-Compliance with the Intent of the Contract Documents
- Weekly Project Status Report
- Written Notification of Required Site work Action
- Written notification of damaged or improperly stored materials with adjustment to payment
- Documentation of site visitation in Project Log. Field reports documenting results of field visitation.
- Monthly punch list of work
- Video/Photo documentation
- Documentation of accident damage/injury

TASK 2 – MEASUREMENT AND PAYMENT ADMINISTRATION

Objective: Obtain a reasonably balanced distribution of costs to the various elements of the total construction in the Contractor's Schedule of Values (cost breakdown) to serve as a basis for progress payments and determination of cost impact of changes.

Consultant Activities:

2.01 - Review Progress Payments
• Review draft application for payment in comparison to measured or estimated quantities. Make notations of:
- Deficient work not recommended for payment until corrected.
- Deletion of payment for stored materials and/or equipment which do not have approved Shop Drawings and/or proper invoices; and
- Reduction of value for partially completed items claimed as complete.
- Return a copy of the reviewed draft to the Contractor.
• Conduct review of storage areas and verify existence of invoiced materials/equipment and proper storage.
• Meet with Contractor to reconcile discrepancies.
• Review revised application for payment and, if appropriate, advise Contractor to submit the required number of copies.
• Distribute executed copies as established in preconstruction conference minutes.
• Monitor total payments to adjust retainage amounts as specified in the Contract Documents.
• As Project nears completion, and at CITY's direction, adjust retainage from fixed percent to only enough retainage to provide for work completion.

Deliverables: - Written review comments of Schedule of Values
- Written review comments of each Application of Payment as required until each payment is acceptable.
- Recommendation for CITY payment.

TASK 3 – MEETING ADMINISTRATION
Consultant Activities:

3.01 - Preconstruction Conference
• Identify with CITY and Contact the parties to be included in the meeting.
• Notify all parties as to the time and place of the meeting. Provide preliminary agenda for attendee input.
• Prepare final meeting agenda and produce copies for all expected participants for distribution at meeting.
• Prepare meeting place and provide for meeting documentation.
• Incorporate meeting discussions in final preconstruction meeting minutes.
• Distribute meeting minutes to all persons in attendance and to parties on meeting notice list not in attendance.

3.02 - Construction Meetings
• Provide standard formats for meeting agenda, notes and attendance rosters to promote consistent identification of meeting notes for filing and cross-referencing purposes.
• Establish date, place and agenda for regular construction meetings.
• Determine who is to be involved and notify them of schedule.
• Arrange for adequate meeting room and furnishings.
• Prepare agenda and distribute copies to those in attendance.
• Conduct meetings and document discussions.
• Distribute meeting minutes to all in attendance, and predetermined attendees not in attendance, within one week of meeting.

3.03 – City Council Presentations
• Provide standard format presentations for City Council meeting agenda as needed throughout the project cycle.

Deliverables: - Preconstruction Conference Meeting notification including agenda items
- Preconstruction Conference Meeting Minutes
- Construction Meeting notification including agenda items
- Minutes of each Construction Meeting

TASK 4 – CONTRACT INTERPRETATIONS AND MODIFICATIONS ADMINISTRATION

Objective: Provide timely reviews and responses to Contractor requests for interpretations or information and proposed modifications identified by the Contractors, CITY or design and construction engineering and inspection team.
Consultant Activities:

4.01 - Coordinate Interpretations Review
• Receive, log and distribute Requests for Information (RFI) to appropriate design team members for response.
• Review and respond to RFI's.
• Receive design team responses, log and distribute to Contractor.
• Prepare and issue response letters, Field Orders (FO's) or Change Proposal Requests (CPR's) as required.

4.02 - Administration of Changed Work
• Evaluate Project on a continual basis to determine when changes are required.
• Initiate necessary changes in the form of CPR's.
• Review costs presented on CPR's by Contractor.
• Review all CPR items and negotiated costs with CITY for CITY's approval.
• Assemble approved CPR's periodically into Change Orders (CO's). Include justification documents with each CO.
• Track CPR's and CO's through Contractor's acceptance, CITY's acceptance, Engineer's signature and CITY executive action.
• Maintain current status log of all CPR's and CO's.
• For minor changes involving no cost and no time changes, issue FO's.
• Review as-recorded drawings to verify changes in work are reflected as applicable.
• Review pay requests to verify CO items are broken out and that payment is not made until work is complete.

4.03 - Coordinate and issue Change Proposal Requests (CPR's)
• Collect technical information and evaluate proposed change. Prepare technical description of the CPR using necessary graphic details and specifications.
• Prepare Engineer's Opinion of Cost and evaluation of impact on Contract Time.
• Route the CPR through established clearinghouse for numbering, logging and issuance to the Contractor for pricing.
• Route copies to the appropriate Project files.
• Follow and report the status of CPR's using logs that track the dates of:
- Return from the Contractor with pricing;
- Engineer's review and recommendation of pricing; and,
- CITY's acceptance.

• Assist CITY with negotiations of cost and time.

4.04 - Work Change Directives (WCD's)
• Evaluate field activities to determine need for issuance of Work Change Directive when necessary to expedite extra work on a time and materials basis.
• Observe time and material work and reconcile costs with Contractor on a daily basis.
• Finalize WCD's in an appropriate Change Order when associated work is complete.

4.05 - Change Orders (CO's)
• Identify with the City's designated representative the combining of CPR's strategy and the timing of Change Orders.
• Update CPR and Change Order Logs and provide status reports tracking the execution of Change Orders.
• Monitor Contractor progress payment applications to allow payment only for executed Change Orders.

Deliverables: - Written responses to RFls
- Monthly summary of RFI processing and status
- Change Proposal Requests (CPR).
- Estimates of cost and time for each CPR
- Monthly summary of CPR status
- Work Change Directives
- Change Order prepared for execution by Contractor and CITY.
- Monthly summary of Change Order status

TASK 5 – PROJECT CLOSEOUT/POSTCONSTRUCTION

Objective: Conduct an orderly and properly documented Project closeout.

Consultant Activities:

5.01 - Review Substantial Completion Submittal
• Receive and review Contractor's required substantial completion submittal and determine if Project is ready for substantial completion inspection.
• Develop substantial completion submittal checklist.
• Verify submittal of all required documents.
• Review Contractor Record Drawings.
• Perform review of Record Drawing revisions.
• Review other substantial completion submittal documents for completeness and compliance with Contract provisions.
• Schedule substantial completion inspection.

5.02 - Conduct Substantial Completion Inspection
• Notify design team members of date or substantial completion inspection.
• Notify CITY's designated representative of the date of the substantial completion inspection.
• Prepare and distribute the punch list format to the parties conducting the inspection.
• Compile the punch list, review with CITY and transmit to the Contractor.
• Review progress of corrective action on punch list items and periodically update and re-issue.

5.03 - Issue Substantial Completion Punch List

• Review the findings of the substantial completion inspection with CITY and jointly determine the status of the Work.
• Address comments from either CITY or the Contractor regarding the tentative date of substantial completion or the punch list.

5.05 - Review Final Completion Submittal
• Receive and review the Contractor's required final completion submittal.
• Develop final completion submittal checklist.
• Verify submittal of all required documents.
• Review for completeness and compliance with Contract provisions.

5.06 - Conduct Final Completion Inspection
• Schedule the final inspection date and notify the Contractor and CITY.
• Assemble the various final completion submittal documents for the final inspection meeting and review them with the various parties.
• Conduct the final inspection.

5.07 - Recommend Final Payment
• Finalize all Project costs and determine the final adjusted amounts for construction as well as reimbursements for engineering services owed to CITY by the Contractor.

Deliverables: - Substantial completion checklist
- Substantial completion punch list
- Final completion of submittal checklist
- Written notification of date of final inspection
- Written notification of date and time of final inspection
- Recommendation for final payment
- Copy of final storage records for Project documentation stored by Consultant.

TASK 6 – COMPLIANCE WITH FDOT SPECIFICATIONS AND LAP DOCUMENTATION REQUIREMENTS

Objectives: The Consultant (as the City's agent) shall use the LAP Checklist for Federally Funded Professional Services Contracts (Form No. 525-010-49) and may use the Department's Acquisition of Professional Services Procedure (Topic 375-030-002) as references for developing procurement procedures for LAP projects.

6.01 Coordination with FDOT staff
Regularly communicating with FDOT district engineers, inspectors, and project managers regarding project status, potential issues, and necessary approvals.

6.02 Compliance with LAP guidelines
Adhering to all LAP specific requirements regarding documentation, reporting procedures, and quality control measures.

6.03 Submittal of Compliance Documentation to FDOT
Required documentation is outlined in the previous tasks, including but not limited to Daily construction reports, Material testing reports, As-built drawings, Submittal review, Inspection reports, and Non-compliance documentation.

6.05 Conduct Final Compliance Inspection

6.06 Compile & Submit Final Completion Submittal

Deliverables: - Final completion of submittal checklist
- Written notification of date of final inspection
- Written notification of date and time of final inspection
- Recommendation for final payment
- Copy of final storage records for Project documentation provided to the City and stored by Consultant.

SECTION 2 – INSTRUCTIONS TO RESPONDENTS

A. The City will accept RFQ responses until **June 9, 2025** at **1:00 P.M. (CT)** at City Clerk's Office located at City Hall, 4200 Indian Trail Bayou Destin FL. 32541, to provide the City with Qualified Respondents for **RFQ NO. 25-06-CD CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR THE CROSSTOWN CONNECTOR PROJECT.**

B. Any responses received after the above stated time and date will NOT be considered. It shall be the sole responsibility of the Respondent to have their RFQ submittal **delivered to the City Clerk's Office** for receipt on or before the above stated time and date. RFQ responses which arrive after the above stated deadline as a result of delay by the mail service shall not be considered, and arrangements shall be made for their return at the Respondent's request and expense. The City reserves the right to consider submittals that have been determined by the City to be received late due solely to mishandling by the City after receipt of the RFQ and prior to the award being made.

C. All RFQ's will be publicly opened and recorded for acknowledgement of receipt in the City Hall Boardroom on **June 9, 2025 no later than 1:00 P.M. (CT).** All Respondents or their representatives are invited to be present. The City Hall Boardroom is located in City Hall, 4200 Indian Bayou Trail Destin, FL. 32541.

D. Respondents may request information or clarification regarding the RFQ in writing from City Clerk Rey Bailey, clerk@cityofdestin.com. The City may not accept requests for information or clarification that are propounded seven (7) days or fewer prior to the submittal deadline.

E. If any addendum(s) are issued to this RFQ, the City will attempt to notify all prospective respondents. It shall be the responsibility of each Respondent, prior to submitting the RFQ response, to contact the City Clerk's Office, at (850) 837-4242 to determine if any addendum(s) were issued and to complete any addendum acknowledgements as part of their RFQ response.

F. **One (1) original, so designated and one digital (USB Only) copy** of the RFQ responses shall be submitted in a sealed package clearly marked on the outside **"RFQ NO. 25-06-CD CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR THE CROSSTOWN CONNECTOR PROJECT"** and addressed: City of Destin, City Clerk's Office, 4200 Indian Bayou Trail, Destin, FL 32541.

G. Responses shall clearly indicate the legal name, address and telephone number of the Respondent. Responses shall be signed above the typed or printed name and title of the signer. The signer shall have the authority to bind the Respondent to the submitted RFQ. Respondents must include their Federal I.D. number on their RFQ submittal.

H. All expenses for making RFQ responses to the City shall be borne by the Respondent.

I. Responses shall be evaluated by the City's Bid Committee based on all information submitted, ranking of the respondents will be generated according to evaluation criteria listed within this document. Refer to Section 4 of this RFQ for evaluation criteria. The top two ranked respondents (top ranked and first alternate) will be submitted to the City Council for approval.

J. The Bid Committee shall consist of City of Destin staff members.

K. A **sample** draft agreement that the City intends to execute with the successful respondent is attached to this RFQ as Exhibit "A." The City reserves the right to modify any and all contract language prior to execution. The actual scope of services and consulting fees will be negotiated.

L. Each Respondent, by submission of an RFQ response, acknowledges that in the event of any legal action challenging the award of a RFQ; the Respondent's damages, if any, shall be limited to the actual cost of the preparation of the RFQ.

M. Termination provisions for cause and convenience including manner and basis for settlement are found in Section 6.0 of the sample contract attached as Exhibit "A".

N. Contracting with City Employees or Board/Committee Members: Any City employee, Board member, Committee member or member of his or her immediate family seeking to Contract with the City shall seek a conflict of interest opinion from the City Manager or their designated representative prior to submittal of a response or application of any type to Contract with the City or as specified in 23 CFR 1.33 and the requirements of 23 CFR 172.7(b)(4). The affected employee or Board member shall disclose his or her assigned function within the City and interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract.

SECTION 3 – RESPONSE SUBMISSION REQUIREMENTS

3.1 SUBMISSION OF RESPONSES

A. **General Requirements.** The purpose of the RESPONSE is to demonstrate the proposals, competence, and capacity of the respondents seeking to undertake the requirements of this RFQ. As such, the substance of the response will carry more weight than their length, form or manner of presentation. The technical response should demonstrate the qualification of the respondent and the particular staff to be assigned to his engagement. It should also specify an approach that will meet or exceed the RFQ requirements.

The selected Consultant shall provide sufficient organization, personnel, and management to carry out the requirements of this RFQ in an expeditious and economical manner, consistent with the needs of the City. Additionally, the selected Consultant will be required to demonstrate recent experience with the successful completion of services similar to those specified within this RFQ.

B. **Certification and Licenses.** Respondents must include with their responses, copies of all applicable certificates and licensing or business permits in accordance with Florida State law.

C. **Detailed Response.** Respondent's detailed Response to the RFQ should be ordered in the following manner:

1. Letter of Interest

The Letter of Interest shall be a maximum of one (1) page that summarizes the Respondent's primary proposals and a firm commitment to provide the proposed services. The Letter of Interest shall be signed by the Respondent or person authorized to bind the Respondent to the submitted RFQ.

2. Firm's Proposals

a) Complete and submit Respondent's Qualification Statement, herein.
b) Describe the Firm and provide a statement of the Respondent's Proposals for performing requested consulting services. Identify the services which would be completed by your Respondent's staff and those that would be provided by sub-consultants, if any. Identify any sub-consultants you propose to utilize to supplement your Respondent's staff.
c) If the principal place of business is different than the location specified in the respondent's qualification statement, then Respondent shall specify office location where each project will be managed and produced.

3. Proposals of Project Team, (key project members) and availability of specialty resources.

Provide an overview of the Proposals of the specific project team to be submitted by the Firm/Individual to perform the requested services including:

a) **An organizational chart that clearly defines the lines of authority and specifically lists the Client Service Manager, Project Manager, and primary Project Professional. These project team members are hereafter referenced as "key project members".** This information shall be contained on a maximum of one (1) page.

b) Provide a maximum of four resumes for key project members outlining the relevant experience and education for this project. Each resume is limited to one (1) page.

c) Sub-consultant firms and key personnel from these firms shall be clearly identified. Respondents are to recognize that the City will not allow substitution of key project members during the Contract period without the written agreement of the City.

d) Availability location and workload of the proposed team contained on a maximum of one (1) page including:

1. Current project work listing and remaining labor commitments.
2. Historically, describe the typical number of projects handled by the Respondent's key project managers at any given time.
3. Projected workload of project management activities as defined in the scope of services.
4. Identification of any sub-consultant firms providing significant services that may be assigned more than five (5%) of the work.

4. Project Approach, demonstrated skill set, and innovative ideas that will be used to address the Scope of Work

The response should include detailed information that demonstrates the Respondents understanding of the scope of work and how they intend to meet the goals and objections of the project. Consideration shall be given for effectiveness of potential solution(s), creativity and innovation of proposed solutions and comprehensive utilization of proposed personnel to meet the RFQ deliverables. This section shall be limited to no more than six (6) pages. Work Plans that are longer than 6 pages will not be evaluated after page 6.

5. References – Past Performance

Provide a list of two (2) governmental agencies references for similar Professional Services contracts for which the Respondent has completed or are in progress within the past three (3) years with the following information: 1) name of agency, 2) address, and 3) contact name and telephone number.

Contact persons must be informed that they are being used as reference and that the City or their designee will be contacting them for information. Bid Committee Members or designee will call each reference up to three (3) times. If there is no answer after the third attempt, the City may apply no points for that project experience.

6. Submittal of General Information and Procurement Forms and Documents

Procurement forms can be found in Appendix 'A' and must be completed, signed and notarized when required and submitted. In addition, all other request and supporting documentation should be included in this section, including:

a) Respondent Acknowledgement
b) Addenda Acknowledgement (if applicable)
c) Confirmation of Drug Free Workplace
d) Schedule of Sub-Consultant(s)
e) Submit proof of Professional Liability Insurance at the levels identified on the Insurance Advisory Form herein as an attachment.
f) Submit any Supplemental information relative to this RFQ
g) Completed Public Entity Crimes Statement

SECTION 4 – EVALUATION OF RESPONSES

4.1 SUBMISSION OF RESPONSES

A. RFQ Requirements

Section 287.055, Florida Statutes, controls the bidding evaluation criteria and process. The Bid Committee will review and evaluate all RFQ responses. Evaluation shall include the Respondent's responses to the minimum requirements outlined in Sections 1 through 3 of this RFQ. A sequential ranking of all respondents will be developed. The top three ranked respondents will be presented to the City Council for the Council's consideration and ranking. The determination shall be based upon the following criteria, and respondents shall provide, as a minimum, the information listed under each criterion. Failure to provide adequate information listed on any criterion may result in rejection of the submittal as non-responsive.

The proposal package is designed to provide information about your firm. Therefore, the said information will be used in evaluating the respondent's proposals to perform the advertised work. Responses will be evaluated by the Bid Committee in accordance with the criteria listed below:

Description	Point Range
Firm's Experience	1-5
Staff Qualification	1-5
Past Performance	1-5
Project Approach	1-5
References	1-5
Total	**25 (max)**

B. Selection Process

1. The Bid Committee consisting of City staff will review each submission for compliance with the requirements of the RFQ, including verifying that each response includes all documents required. In addition, the Bid Committee will ascertain whether the

Respondent have met the requirements set forth to render the required services according to federal and State laws and regulations and the requirements of this RFQ.

2. The Bid Committee will score and rank all responses based on the requirements of the RFQ to determine the top three ranked firms deemed to be the most highly qualified to perform the required service.

3. The Bid Committee will forward the top three ranked firm(s) to the City Council for presentations and selection. The City Council will rank the firms one through three. The City Council shall have sole approval authority.

4. After ranking by the City Council, the City Manager or designee will begin negotiations with the top-ranked firm on an agreement based on the attached draft contract found in Appendix "B" and developed from this REQUEST FOR QUALIFICATIONS. This City shall evaluate the compensation to determine if it is fair, competitive, and reasonable. The City reserves the right to include additional provisions if the inclusion is in the best interest of the City, as determined solely by the City. If an agreement cannot be reached with the top ranked firm, then staff will take the first alternate or next top ranked respondent to City Council for approval and begin negotiations with next highest ranked firm from the Bid Committee's list until successful negotiations occur, or the firms on the council approved list is exhausted. Assuming the successful negotiation of an agreement, the final contract will be submitted to the City Council for their consideration and approval. The City Council shall have sole approval authority.

SECTION 5 – GENERAL CONDITIONS FOR RESPONDENTS

1. FAMILIARITY WITH LAWS: The Respondent is presumed to have full knowledge of and be in compliance with all Federal, State, and Local laws, ordinances, rules, and regulations that in any manner affect the equipment and the services provided to the City. Ignorance on the part of the Respondent will in no way relieve Respondent of responsibility to adhere to such laws and regulations.

2. RFQ FORMS: The Respondent will submit an RFQ on the RFQ forms provided. All RFQ prices, amounts and descriptive information must be legibly entered. The Respondent must state the price and the time of delivery for which they propose to deliver the equipment or service requested. All RFQ forms must be executed and submitted for easy identification. The face of the envelope shall contain the company's name and address, RFQ title, number, RFQ date and time. RFQs not submitted on RFQ forms herein may be rejected. All RFQs are subject to the conditions specified within this solicitation document. RFQs which do not comply with these conditions are subject to rejection.

3. EXECUTION OF RFQ: RFQ must contain a manual signature of an authorized representative in the space provided on all affidavits and Response sheets.

4. RFQ DEADLINE: It is the Respondent's responsibility to assure that the RFQ is delivered at the proper time and place prior to the RFQ deadline. The City of Destin is not responsible for the U.S. Mail or private couriers in regards to mail being delivered by a specified time so that a Response can be considered. RFQ's which for any reason are not delivered by the deadline will not be considered. The City reserves the right to consider RFQ's that have been

determined, by the City, to be received late due to mishandling by the City after receipt of the RFQ, prior to ranking and selection. Offers by telegram or telephone are not acceptable.

5. RIGHTS OF THE CITY: The City expressly reserves the right to:

   A. Waive any defect, irregularity or informality in any RFQ or RFQ procedure;
   B. Reject any or all bids for any reason up until formal award of the bid;
   C. Cancel any or all of the RFQ;
   D. Reissue the RFQ;
   E. Extend the RFQ submission deadline time and date;
   F. Consider and accept an alternate RFQ as provided herein when most advantageous to the City.

6. STANDARDS: Factors to be considered in determining whether the standard of responsibility has been met include whether a prospective Respondent has:

   A. Available the appropriate financial, material, equipment, facility, and personnel resources and expertise, or the ability to obtain such, necessary to indicate its capability to meet all contractual requirements;
   B. A satisfactory record of performance;
   C. A satisfactory record of integrity;
   D. Qualified legally to Contract within the State of Florida and the City;
   E. Supplied all necessary information in connection with the inquiry concerning responsibility.

7. INTERPRETATIONS: Any questions concerning conditions and specifications should be directed to the authorized personnel identified in the RFQ document in writing no later than seven (7) days prior to the RFQ deadline. Inquiries must reference the date by which the RFQ is to be received.

8. CONFLICT OF INTEREST: The award hereunder is subject to all conflict-of-interest provisions of the City of Destin, Okaloosa County, the State of Florida, and the federal government.

9. SUBCONTRACTING: If a Respondent subcontracts any portion of a Contract for any reason, the Respondent must state the name and address of the subcontractor and the name of the person to be contacted on the attached "Schedule of Subcontractors". The City reserves the right to accept or reject any or all RFQs wherein a subcontractor is named and to make the award to the Respondent, who, in the opinion of the City, will be in the best interest of and/or most advantageous to the City. The City also reserves the right to reject a RFQ of any Respondent if the RFQ names a subcontractor who has previously failed in the proper performance of an award or failed to deliver on time Contracts of a similar nature, or who is not in a position to perform properly under this award. The City reserves all rights in order to make a determination as to the foregoing.

10. ADDENDA: From time to time, the City may issue an addendum to change the intent or to clarify the meaning of the Contract documents. It is each Respondent's responsibility to check with the City of Destin and immediately secure all addenda before submitting RFQs. Each Respondent shall acknowledge receipt of ALL addenda by notation on the Addenda Acknowledgement form herein and shall adhere to all requirements specified in each addendum prior to submission of the RFQ.

11. ANTITRUST CAUSE OF ACTION: In submitting a RFQ to the City, the Respondent offers and agrees that if the RFQ is accepted, the Respondent will convey, sell, assign or transfer to the City of Destin all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City. At the City's discretion, such assignment shall be made and become effective at the time the Finance Department tenders final payment to the Respondent.

12. LEGAL REQUIREMENTS: Federal, State, County, and City laws, ordinances, rules, and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the Respondent will in no way be a cause for relief from responsibility.

13. ON PUBLIC ENTITY CRIMES: All Invitations to Bid as defined by Section 287.012(16), Florida Statutes, Requests for Qualifications as defined by Section 287.012(23), Florida Statutes, and any contract document described by Section 287.058, Florida Statutes, shall contain a statement informing persons of the provisions of paragraph (2)(a) of Section 287.133, Florida Statutes, which reads as follows:

    "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.".

14. ADVERTISING: In submitting a RFQ, the Respondent agrees not to use the results there as a part of any commercial advertising.

15. ASSIGNMENT: Any Purchase Order issued pursuant to this RFQ invitation and the funds which may become due hereunder are not assignable except with the prior written approval of the City.

16. INDEMNIFICATION: The selected Respondent shall hold and save harmless the City of Destin, Florida, its City Council members, its officers, agents, volunteers and employees from liability of any kind in the performance of this Contract. Further, the selected Respondent(s) shall indemnify, save harmless and undertake the defense of the City, its City Council Members, agents, servants and employees from and against any and all claims, suits, actions, damages, or causes of action arising during the term of this Contract, for any personal or bodily injury, loss of life, or damage to property arising directly or indirectly from Respondent's operation pursuant to this Contract and from and against all costs, counsel fees, expenses and liabilities incurred in and about any such claims, the investigation thereof, or the defense of any action or proceedings brought thereon, and from and against any orders or judgments which may be entered therein. The City shall notify the Respondents within ten (10) days of receipt by the City of any claim, suit or action against the City arising directly or indirectly from the operations of the Respondents hereunder, for which the City may be entitled to a claim or indemnity against the Respondent, under the provisions of this Contract. Respondent shall have the right to control the defense of any such claim, suit or actions. The Respondent shall also be liable to the City for all costs, expenses, attorneys' fees and damages which may be

incurred or sustained by the City by reason of the Respondent's breach of any of the provisions of the contract. Respondent shall not be responsible for negligent acts of the City or its employees.

17. CONTRACT AGREEMENT: An Agreement outlining the Scope of Services with the intent of accomplishing a timely, cost-effective completion of a given project will be provided. Specific Task Order stipulating the Scope of Work to be provided will be issued after the execution of said Agreement. The Agreement will be based on successful negotiation.

18. FUNDING OUT: The resultant Agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Council for the City of Destin in the annual budget for each fiscal year of this Agreement and is subject to termination based on lack of funding.

19. PUBLIC RECORDS: Sealed documents received by the City in response to an invitation are exempt from public records disclosure until thirty (30) days after the opening of the Response/bid unless the City announces intent to award sooner, in accordance with Florida Statutes 119.07.

    However, certain exemptions to the public records law are statutorily provided for in Florida Statutes 119.07. If the Respondent believes any of the information contained within their response is exempt from the Public Records Law, then the Respondent must identify in their Response, the material which is deemed to be exempt and cite the legal authority for the exemption. The City's determination of whether an exemption applies shall be final, and the Respondent agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agents, against any loss or damages by any person or entity as a result of the City's treatment of records as public records.

    The City of Destin is a public agency subject to Chapter 119, Florida Statutes. The contractor shall comply with Florida's Public Records Law. Effective July 1, 2013, Section 119.071, Fla. Stat., the contractor shall:

    1. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;

    2. Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in chapter 119, Fla. Stat., or as otherwise provided by law;

    3. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and

    4. Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the City in a format that is compatible with the information technology of the agency.

    Failure of the contractor to comply with the provisions set forth in this General Condition shall constitute a Default and Breach of the Agreement with the City.

SECTION 6 – SPECIAL CONDITIONS

1. The City by written notice may terminate in whole or in part any Contract resulting from this RFQ when such action is in the best interest of the City. If the Contract(s) are so terminated the City shall be liable for only payment for services rendered prior to the effective date of termination. Services rendered will be interpreted to include costs of items already delivered plus reasonable costs of supply actions short of delivery. Such reasonableness shall be at the sole discretion of the City.

2. It shall be the responsibility of the successful Respondent to maintain workers' compensation insurance, professional liability, property damage liability insurance and vehicular liability insurance, during the time any of his personnel are working on City of Destin property. The successful Respondent shall furnish the City with a certificate of insurance after award has been made and prior to the start of any work on City property. Said insured companies must be authorized to do business in the State of Florida.

3. The City reserves the right, before awarding a Contract to require a Respondent to submit such evidence of Proposals as it may deem necessary and may consider any evidence available to it of the financial, technical and other Proposals and abilities of a Respondent, including past performance (experience) with the City in making the award in the best interest of the City.

APPENDIX "A"

THE DOCUMENTS

BEHIND THIS PAGE

MUST ACCOMPANY RESPONSE

IN ORDER FOR SUBMITTAL

TO BE CONSIDERED

COMPLETE AND ACCEPTABLE

RESPONDENT **ACKNOWLEDGEMENT**

Submit RFQ's To: City of Destin
CITY CLERK'S OFFICE
4200 Indian Bayou Trail
Destin, Florida 32541
Telephone: (850) 837-4242

RFQ Title: CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR THE CROSSTOWN CONNECTOR PROJECT

RFQ Number: 25-06-CD

RFQ Received By: **June 9, 2025, NO LATER THAN 1:00 P.M. (CT)**

RFQ's will be publicly opened and recorded for acknowledgement of receipt in the City Hall Boardroom, unless specified otherwise, on: **June 9, 2025, no later than 1:00 P.M. (CT)** and may not be withdrawn within ninety (90) days after such date and time**.**

Name of Vendor: _____

Federal I.D. Number: _____

A Corporation of the State of: _____

Area Code: _____ Telephone Number: _____

Area Code: _____ Fax Number: _____

Mailing Address: _____

City/State/Zip: _____

Vendor Mailing Date: _____

_____
Authorized Signature

_____
Name Typed

THIS PAGE MUST BE SUBMITTED FOR RESPONSE TO
BE CONSIDERED COMPLETE AND ACCEPTABLE

RESPONDENT'S QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

SUBMITTED TO: City of Destin
City Clerk's Office
4200 Indian Bayou Trail
Destin, Florida 32541
Telephone: (850) 837-4242

	Check One	
Submitted By:	Corporation	
Name: _____	Partnership	
Address: _____	Individual	
City, State, Zip: _____	Other	
Telephone No.: _____		
Email:_____		

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

   The correct name of the Respondent is:

   _____

   The address of the principal place of business is:

   _____

   _____

2. If Respondent is a corporation, answer the following:

   a. Date of Incorporation: _____
   b. State of Incorporation: _____
   c. President's name: _____
   d. Vice President's name: _____
   e. Secretary's name: _____
   f. Treasurer's name: _____
   g. Name and address of Resident Agent: _____

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3. If Respondent is an individual or a partnership, answer the following:

   a. Date of organization: _____

   b. Name, address and ownership units of all partners:

   _____

   _____

   _____

   c. State whether general or limited partnership: _____

4. If Respondent is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

   _____

   _____

   _____

5. If Respondent is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

   _____

6. How many years has your organization been in business under its present business name?

   _____

   Under what other former names has your organization operated?

   _____

   _____

   _____

7. Indicate registration, license numbers or certificate numbers for the businesses or professions, which are the subject of this Bid. Please attach certificate of competency and/or state registration.

   _____

   _____

   _____

8. Have you ever failed to complete any work awarded to you? If so, state when, where and why:

   _____

   _____

   _____

THIS PAGE MUST BE SUBMITTED FOR RESPONSE TO
BE CONSIDERED COMPLETE AND ACCEPTABLE

9. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary)

_____

_____

_____

10. State the name of the individual who will have personal supervision of the work:

_____

11. State the name and address of attorney, if any, for the business of the Respondent:

_____

_____

_____

12. State the names and addresses of all businesses and/or individuals who own an interest of more than five percent (5%) of the Respondent's business and indicate the percentage owned of each such business and/or individual:

_____

_____

_____

13. State the names, addresses, and the type of business of all firms that are partially or wholly owned by Respondent:

_____

_____

_____

14. Annual Average Revenue of the Respondent for the last three years as follows:

		Revenue Index Number
a.	Government Related Work	
b.	Non-Governmental Related Work	
	Total Work (a +b):	

Revenue Index Number

1.	Less than $100,000
2.	$100,000 to less than $250,000
3.	$250,000 to less than $500,000
4.	$500,000 to less than $1 million
5.	$1 million to less than $2 million
6.	$2 million to less than $5 million
7.	$5 million to less than $10 million
8.	$10 million to less than $25 million
9.	$25 million to less than $50 million
10.	$50 million or greater

THIS PAGE MUST BE SUBMITTED FOR RESPONSE TO
BE CONSIDERED COMPLETE AND ACCEPTABLE

15. Bank References:

Bank	Address	Telephone

16. Provide description of policies and methods for project monitoring and budgeting control as well as adherence to project schedule (continue on insert sheet, if necessary).

_____

_____

_____

_____

17. Provide descriptions of quality assurance/quality control management methods (continue on insert sheet, if necessary):

_____

_____

_____

_____

18. What will be your turnaround time for written responses to City inquires?

_____

19. List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Respondent, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description, the disposition of each such petition.

_____

_____

_____

20. List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Respondent or its predecessor organization(s) during the last five (5) years. The list shall include all case names, case arbitration or hearing identification numbers, the name of the project which the dispute arose, and a description of the subject matter of the dispute.

_____

_____

_____

THIS PAGE MUST BE SUBMITTED FOR RESPONSE TO
BE CONSIDERED COMPLETE AND ACCEPTABLE

_____

21. List and describe all criminal proceedings or hearings concerning business related offenses to which the Respondent, its principals or officers or predecessors' organization(s) were defendants.

_____

_____

_____

22. Has the Respondent, its principals, officers or predecessors' organization(s) been CONVICTED of a Public Entity Crime, debarred or suspended from bidding by any government during the last five (5) years? If so, provide details.

_____

_____

_____

The Respondent acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by owner in awarding the contract and such information is warranted by Respondent to be true. The discovery of any omission or misstatement that materially affects the Respondent's Proposals to perform under the contract shall cause the owner to reject the Response, and if after the award, to cancel and terminate the award and/or contract.

(Signed)_____

(Title)_____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence __ or online notarization __, this ___ day of _____, 20____,

By:

_____
(Print name)

Personally known ____ OR Produced Identification_____

_____ Seal:
Notary Signature

THIS PAGE MUST BE SUBMITTED FOR RESPONSE TO
BE CONSIDERED COMPLETE AND ACCEPTABLE

A D D E N D A

CITY OF DESTIN
FLORIDA

RFQ TITLE: **RFQ No. 25-06-CD, CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR THE CROSSTOWN CONNECTOR PROJECT**

RESPONDENT: _____

DATE SUBMITTED: _____

We propose and agree, if this submittal is accepted, to contract with the City of Destin, in the Contract Form, to furnish all material, equipment, machinery, tools, apparatus, means of transportation, construction, coordination, labor and services necessary to complete/provide the work specified by the Contract documents.

Having studied the documents prepared by:

CITY OF DESTIN

We propose to perform the work of this Project according to the Contract documents and the following addenda which we have received:

ADDENDUM NO.	**DATE**	**ADDENDUM No.**	**DATE**

☐ **NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS BID**

THIS PAGE MUST BE SUBMITTED FOR RESPONSE TO
BE CONSIDERED COMPLETE AND ACCEPTABLE

CITY OF DESTIN, FLORIDA

REQUEST FOR QUALIFICATIONS (RFQ) NO. 25-06-CD
"CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR THE CROSSTOWN CONNECTOR PROJECT
FOR THE CITY OF DESTIN"

SWORN STATEMENT UNDER SECTION 287.133 (3) (A)
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract _____
_____

2. This sworn statement is submitted by
_____
_____
whose business address is _____
and (if applicable) Federal Employer Identification Number (FEIN) is
_____(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:
_____

3. My name is _____and my relationship to the entity named above is _____
_____

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g). Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(1)(b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime; or

2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in

the management of an affiliate. The ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active n management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

____Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

____The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. (please attach a copy of the final order)

____The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted vendor list. (please attach a copy of the final order)

_____The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by, or pending with, the Department of General Services.)

_____
(Signature) Date:

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence __ or online notarization __, this ___ day of _____, 20____,

By:

_____
(Print name)

Personally known ____ OR Produced Identification_____

_____ Seal:
Notary Signature

THIS PAGE MUST BE SUBMITTED FOR RESPONSE TO
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CITY OF DESTIN, FLORIDA

REQUEST FOR QUALIFICATIONS (RFQ) NO. 25-06-CD
"CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR THE CROSSTOWN CONNECTOR PROJECT
FOR THE CITY OF DESTIN"

DRUG-FREE WORKPLACE CERTIFICATION

The below signed Bidder certifies that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection 1.

4. In the statement specified in subsection 1., notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation occurring in the workplace no later than five (5) working days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I certify that this firm complies fully with the above drug-free workplace requirements.

COMPANY:_____

ADDRESS:_____

CITY:_____ STATE:_____ ZIP CODE:_____

TELEPHONE NUMBER:_____

SIGNATURE:_____ DATE:_____

NAME (TYPED OR PRINTED):_____

TITLE: _____

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CITY OF DESTIN, FLORIDA
REQUEST FOR QUALIFICATIONS (RFQ) NO. 25-06-CD
"CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR THE CROSSTOWN CONNECTOR PROJECT
FOR THE CITY OF DESTIN"

CONFLICT OF INTEREST DISCLOSURE FORM

Does any City employee acting as a purchasing agent, or City public officer acting in official or private capacity or his/her spouse, or child own more that 5% of the bidder/proposer's interest?

YES_____ NO_____

Does any City employee acting as a purchasing agent, or City public officer acting in official or private capacity hold any employment or contract with the bidder/proposer?

YES_____ NO_____

If either question number 1 or 2 above has been answered YES, does the bidder/proposer assert any exemptions related to prohibited employment & business relationships?

YES_____ NO_____

If YES, please describe:

_____

_____

_____

_____

FIRM NAME: _____

BY (PRINTED):_____

BY (SIGNATURE):_____

TITLE: _____

ADDRESS_____

_____

PHONE NO. _____

E-MAIL _____

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CITY OF DESTIN, FLORIDA

REQUEST FOR QUALIFICATIONS (RFQ) NO. 25-06-CD
"CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR THE CROSSTOWN CONNECTOR PROJECT
FOR THE CITY OF DESTIN"

LIABILITY & INDEMNIFICATION FORM

To the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless CITY, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of this Agreement.

CONSULTANT's Company Name	Authorized Signature – Manual
Physical Address	Authorized Signature – Typed
Mailing Address	Title
Phone Number	FAX Number
Cellular Number	After-Hours Number(s)
Email address	DATE

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CITY OF DESTIN, FLORIDA

REQUEST FOR QUALIFICATION (RFQ) NO. 25-06-CD
"CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR THE CROSSTOWN CONNECTOR PROJECT
FOR THE CITY OF DESTIN"

CERTIFICATION OF INDEPENDENCE AND NO CONFLICT OF INTEREST

By submitting a proposal in response to the REQUEST FOR QUALIFICATIONS for RFQ No. 25-06-CD. – CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR THE CROSSTOWN CONNECTOR PROJECT FOR THE CITY OF DESTIN, the undersigned certifies the following:

1. The proposal has been developed independently, without consultation, communication or agreement with any employee or consultant to the City who has worked on the development of this RFQ, or with any person serving as a member of the evaluation committee.

2. The proposal has been developed independently, without consultation, communication or agreement with any other firm or parties for the purpose of restricting competition.

3. Unless otherwise required by law, the information found in the proposal has not been knowingly disclosed and will not be knowingly disclosed prior to the award of the contract, directly or indirectly, to any other firm.

4. No attempt has been made or will be made by (Name of Firm) to induce any other firm to submit or not to submit a proposal for the purpose of restricting competition.

5. No relationship exists or will exist during the contract period between (Name of Firm) and the City that interferes with fair competition or is a conflict of interest.

Sincerely,

_____

Name Title

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CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR THE CROSSTOWN CONNECTOR PROJECT SCHEDULE OF SUB-CONSULTANTS

The Undersigned Consultant proposes the following major sub-consultant(s) for the major areas of work for the Project. The Bidder is further notified that all sub-consultants shall be properly licensed, bondable and shall be required to furnish the City with a Certificate of Insurance in accordance with the contract general conditions. This page may be reproduced for listing additional sub- consultant(s), if required.

Name of Sub- Consultant	Address of Sub-Consultant	License No.:	Task	

Signature_____ Date:_____

Title/Company_____

The City reserves the right to reject any sub- consultant(s) who has previously failed in the proper performance of an award, or failed to deliver on time contracts in a similar nature, or who is not responsible(financial capability, lack of resources, etc.) to perform under this award. The City reserves the right to inspect all facilities of any sub- consultant(s) in order to make a determination as to the foregoing.

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ANTI-HUMAN TRAFFICKING AFFIDAVIT

DIRECTIONS: *All nongovernmental entities that are or potentially will be contracting, renewing or extending contracts with the City of Destin must have an officer or representative fully execute this affidavit. Note, this is a mandatory requirement of s 787.06(13), Florida Statutes effective July 1, 2024.*

I _____ (insert name) as _____ (insert title) on behalf of _____ (insert entity name) under penalty of perjury hereby attest as follows:

1. I am over 21 years of age and have personal knowledge of the matters set forth in this affidavit.
2. _____ (insert entity name) does not use coercion for labor or services as defined in s. 787.06(2)(a), Florida Statutes.
3. More particularly, _____ (insert entity name) does not participate in any of the following actions:
    a. Using or threatening to use physical force against any person;
    b. Restraining, isolating or confining or threatening to restrain, isolate or confine any person without lawful authority and against her or his will;
    c. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of the labor or services are not respectively limited and defined;
    d. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
    e. Causing or threatening to cause financial harm to any person;
    f. Enticing or luring any person by fraud or deceit; or
    g. Providing a controlled substance as outlined in Schedule I or Schedule II of s. 893.03, Florida Statutes to any person for the purpose of exploitation of that person.

FURTHER AFFIANT SAYETH NAUGHT.

_____
Printed Name:
Title:
Nongovernmental entity:
Date:

STATE OF _____
COUNTY OF _____

SWORN TO AND SUBSCRIBED before me ____ in person or _____ remote notarization by _____ as _____ on behalf of _____, who is personally known to me or who produced _____ as identification this _____ day of _____, 202___.

_____
Notary Public

(Notary Seal)

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Exhibit "A"

THE DOCUMENT

BEHIND THIS PAGE

IS THE SAMPLE

CONTRACT

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CITY OF DESTIN, FLORIDA

AGREEMENT FOR CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR THE CROSSTOWN CONNECTOR PROJECT

CITY OF DESTIN, FLORIDA

AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES

This AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES (the "Agreement") made and entered into this _____day of _____, 20___, between the CITY OF DESTIN, FLORIDA (hereinafter referred to as "CITY" or "OWNER") and Firm, INC. (hereinafter referred to as "CONSULTANT").

WHEREAS, the CITY desires to engage the CONSULTANT to provide for a contract for **CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR THE CROSSTOWN CONNECTOR PROJECT**; and

WHEREAS, the CITY has followed the selection and negotiation process set forth in the Florida Consultant's Competitive Negotiation Act, section 287.055, Florida Statutes (and intends to administer this Agreement as a "continuing contract" as allowed under said statute);

NOW, THEREFORE, for and in consideration of the premises, the mutual covenants hereinafter recited, and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, the CITY and CONSULTANT agree as set forth below.

TERMS AND CONDITIONS OF AGREEMENT BETWEEN CITY AND CONSULTANT

ARTICLE 1- CONSULTANT'S RESPONSIBILITIES

1.1 CONSULTANT'S SERVICES

1.1.1 The CONSULTANT'S services consist of those services performed by the CONSULTANT, CONSULTANT'S employees and CONSULTANT'S consultants as enumerated in Article 2 of this Agreement and any other continuing or additional services as may be agreed upon pursuant to this Agreement.

1.1.2 The CONSULTANT shall maintain all professional and business certificates required by law and as necessary to perform the services. The CONSULTANT shall assure the CITY sufficient representation through assignment and performance by a team of qualified, professional employees and consultants.

1.1.3 The CONSULTANT'S services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the services. Upon request of the CITY, the CONSULTANT shall submit schedules for the performance of the CONSULTANT'S services. The schedules may be adjusted as various tasks proceed, and shall include allowances for periods of time required for

the CITY'S review and for approval of submissions by authorities having jurisdiction.

ARTICLE 2- CONSULTANT'S SERVICES

2.1 In accordance with REQUEST FOR QUALIFICATIONS NO. 25-06-ENG ("RFQ")which is hereby incorporated into this Agreement and attached hereto as Exhibit "A", CONSULTANT shall provide services including but not limited to: studies, surveys; design; preparation of plans, specifications and contract documents; conducting public information meetings, preparation of cost estimates; obtaining necessary federal, state and local governmental agency permits (fees to be provided by the City); construction inspections, construction management; contract administration; project completion certifications and as-built surveys as may be required; presentations to the City Council, appointed boards, and the general public;; assistance in identifying and acquiring grants and loans from federal agencies or other applicable sources of funding or as directed by the City Manager or his designee (hereinafter referred to as "Consultant's services").

ARTICLE 3- CONSULTANT'S COMPENSATION

3.1 CONSULTANT shall be compensated in accordance with the Fee Schedule attached hereto as Exhibit "B".

3.2 CITY'S obligation to pay the amount due hereunder in any fiscal year is contingent upon the appropriation by the CITY'S City Council of legally available funds for the purposes set forth in this Agreement. All payments upon Agreement are contingent upon the CONSULTANT'S Work being acceptable to the CITY. For satisfactory completion and acceptance of the Work, the CITY agrees to pay the CONSULTANT in accordance with the CITY'S Purchasing Policies.

3.3 Increases in the CONSULTANT's Fee Schedule, attached as Exhibit "B", may occur annually starting one year after contract execution. The increase must be requested in writing by the CONSULTANT. The annual rate of increase shall not exceed three percent (3%) and shall be based on actual salary increases to employees of the CONSULTANT. The CONSULTANT shall provide documentation of salary changes upon request by the CITY. Upon CITY review and approval, the CITY shall issue a letter of approval signed by the City Manager or his or her designee.

ARTICLE 4- CITY'S RESPONSIBILITIES

4.1 **CITY SERVICES**

4.1.1 The CITY shall designate a representative authorized to act on the CITY'S behalf as the CONSULTANT'S contact. The CITY or such authorized representative shall render decisions in a timely manner pertaining to documents submitted by the CONSULTANT in order to avoid unreasonable delay in the orderly and sequential progress of the CONSULTANT'S services. All information and document submittals shall be made directly to this individual.

4.1.2 The CITY shall provide copies of ordinances, maps, studies and any other such documents as are on file with the City and of use to the CONSULTANT in performing the CONSULTANT'S services.

4.1.3 The CITY shall give prompt written notice to the CONSULTANT if the CITY becomes aware of any fault or defect in the services performed or nonconformance of the CONSULTANT'S work products.

ARTICLE 5- OWNERSHIP AND USE OF DOCUMENTS

5.1 The documents prepared by the CONSULTANT pursuant to this Agreement are instruments of the CONSULTANT'S service for use solely with respect to this Agreement.

5.2 All reports, documents and materials prepared relating to services rendered hereunder shall be the property of the CITY provided payment of applicable fees for its production has been made to the CONSULTANT in accordance with the terms of this Agreement. The CITY shall retain and use the CONSULTANT'S documents for public record, information and reference and make use in connection with the CITY'S compliance with any federal, state, county or city laws, codes, requirements, permits or any other mandate whatsoever.

ARTICLE 6- TERMINATION, SUSPENSION OR ABANDONMENT

6.1 This agreement shall terminate upon successful completion of the Crosstown Connector Project from the date of this contract or as below.

6.2 This Agreement may be terminated by the CITY upon not less than ten (10) days written notice should the CONSULTANT fail substantially to perform in accordance with the terms of this Agreement through no fault of the CITY.

6.3 This Agreement may be terminated by either party for any reason upon not less than thirty (30) days written notice.

6.4 The CITY may suspend an open task order upon not less than ten (10) days written notice.
If the CITY fails to make payment, within the forty-five (45) days of invoice approval permitted under Florida Statutes, when due the CONSULTANT for services and expenses, the CONSULTANT may, upon seven days written notice to the CITY, suspend performance of services under this Agreement. Unless the CONSULTANT receives payment in full within fifteen (15) days of the date of the notice, the suspension shall take effect without further notice.

6.5 In the event of termination not the fault of the CONSULTANT, the CONSULTANT shall be compensated for services performed prior to termination, together with reimbursable expenses.

ARTICLE 7- NOTICES

7.1 All Notices under this Agreement shall be in writing and shall be effective when mailed by PREQUALIFIED mail, return receipt requested, or when delivered personally, as provided hereafter or to such other addresses as may be designated by notice:

CITY OF DESTIN	**CONSULTANT**
Larry Jones, City Manager	Name
City of Destin	Firm
4200 Indian Bayou Trail	Street Address, Suite xxx
Destin, Florida 32541	Destin.
(850) 837-4242	(xxx) – xxx-xxxx

ARTICLE 8- INSURANCE REQUIREMENTS

8.1 During the performance of services under this Agreement, CONSULTANT shall maintain Commercial General Liability, Business Automobile Liability (including hired and non-owned coverage) and Professional Liability. Such coverage shall adequately protect the interest of the CITY in regard to all exposures including design defects and subsequent costs and lost revenue to loss associated with this Agreement. In no circumstance shall the limit of liability be written with limits less than $2,000,000.00 per event/$4,000,000.00 annual aggregate. CONSULTANT shall also maintain Workers' Compensation Insurance at a minimum of the statutory limits. The Workers' Compensation Policy shall contain a waiver of subrogation in favor of the CITY. CONSULTANT shall furnish CITY certificates of insurance which shall include a provision that such insurance shall not be cancelled or coverage reduced without at least 30 days written notice to the CITY. All coverage shall be with carriers admitted to do business in the State of Florida. Carriers shall be A+ rated by A M Best Company and have a financial size of X or higher. The Commercial General Liability, Business Automobile and Workers' Compensation policies shall name City of Destin, Florida as an Additional Insured. City of Destin, Florida shall be listed as the Certificate Holder on all certificates. CITY reserves the right to modify its insurance requirements with sixty (60) days written notice to CONSULTANT.

8.2 CONSULTANT shall supply certificates of insurance specifically stating the RFQ number and title for all coverages required herein prior to execution of this Agreement, such evidence of which shall be attached hereto as Exhibit "C" and made a part hereof.

8.3 The required insurance policies shall contain the following provisions:

8.3.1 There are not to be any special limitations on the protection being provided to the CITY, its officials, employees or volunteers.

8.3.2 The CONSULTANT shall provide timely reporting of incidents to its insurance carrier as required under the provisions of its insurance policies. A copy of any filed reports shall also be sent immediately to the CITY. The CONSULTANT shall exercise due diligence to ensure all reporting provisions are met to protect coverage afforded to the CITY, its officers, officials, employees or volunteers.

8.4 Verification of coverages and continuations of coverage, provision of certificates and endorsements and authorized signatures shall be made in accordance with the following:

8.4.1 Insurance coverage required in these specifications shall be in force throughout this Agreement. Should the CONSULTANT fail to provide acceptable evidence of current insurance within seven (7) days of receipt of written notice at any time during the Agreement, the CITY shall have the right to consider the Agreement breached and justifying termination thereof.

ARTICLE 9- SOVEREIGN IMMUNITY

9.1 The parties further agree that nothing contained herein is intended to nor shall be construed as a waiver of the City's rights and immunities under the Florida Constitution, common law or section 768.28, Florida Statutes, as amended from time to time.

ARTICLE 10- INDEMNIFICATION

10.1 CONSULTANT shall indemnify, defend, save, and hold the CITY, its agents, officers and employees, harmless of and from any losses, fines, penalties, costs, damages, claims, demands, suits, and liabilities, including reasonable attorney's fees (including regulatory and appellate fees), arising out of, because of, or due to any accidents arising in any manner on account of the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT, its agents, officers, and employees in the performance of the Agreement.

ARTICLE 11- MISCELLANEOUS PROVISIONS

11.1 The CITY and CONSULTANT intend that this Agreement and the relationship of the parties shall be governed by the laws of the State of Florida. Venue for any action arising out of this Agreement between the parties shall be exclusively in the state courts of Okaloosa County, Florida and no where else.

11.2 All of the representation and obligations of the CITY and CONSULTANT are contained in this Agreement and no modification, waiver or amendment of this Agreement or any of its conditions or provisions shall be binding upon a party unless made in writing signed by that party or a duly authorized agent of that party who is empowered by a written authority signed by that party. The waiver by any party of a breach of any provision of this Agreement shall not operate to be construed as a waiver of any subsequent breach of that provision by the same party, or of any other provision or condition of the Agreement.

11.3 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of completion, or the date of issuance of the Final Certificate for Payment for acts or failures to act occurring after completion.

11.4 This Agreement represents the entire and integrated Agreement between the CITY and CONSULTANT and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both CITY and CONSULTANT.

11.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CITY or CONSULTANT.

11.6 CONSULTANT warrants that it has not employed or retained any company or person, other than a bonafide employee working solely for the CONSULTANT to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

11.7 Where CONSULTANT is required to enter upon CITY property to deliver materials or perform work or services, as a result of this Agreement, CONSULTANT shall assume full duty, obligation and expense of obtaining all necessary licenses, permits, inspections and insurance, as required.

11.8 The headings of articles, paragraphs and subparagraphs are for convenient reference only and shall not be deemed to limit, construe affect, modify or alter the meaning of such articles, paragraphs or subparagraphs.

11.9 Time is of the essence under this Agreement.

11.10 The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

11.11 If any article, paragraph, subparagraph, section, subsection, term or provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of said article, paragraph, subparagraph, section, subsection, term or provision of this Agreement or the application of same to parties or circumstances other than those to which it was held invalid or unenforceable, shall not be affected thereby and each remaining article, paragraph, subparagraph, section, subsection, term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

11.12 In any dispute relating to this Agreement each party shall be responsible for its respective attorney's fees and costs.

11.13 This Agreement is binding on the parties, their successors and assigns.

11.14 Public records. CONSULTANT shall comply with Florida Public Records Laws, specifically to:

11.14.1 Keep and maintain public records that ordinarily and necessarily would be required by the City of Destin in order to perform the service.

11.14.2 Provide the public with access to public records on the same terms and conditions that the City of Destin would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.

11.14.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

11.14.4 Meet all requirements for retaining public records and transfer, at no cost, to the City of Destin all public records in possession of the CONSULTANT upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City of Destin in a format that is compatible with the information technology systems of the City of Destin.

THIS AGREEMENT ENTERED INTO AS OF THE DAY AND YEAR FIRST WRITTEN ABOVE.

CITY:

_____
Larry Jones
Its: City Manager

_____
Date

Attest to Signature:

_____
Rey Bailey, City Clerk

SEAL

Approved as to Legal Form:

_____
Kimberly Romano Kopp, City Attorney

CONSULTANT:

_____
By: _____
Its: _____

_____
Date

Witness to Signature:

_____

_____
Print Name

Witness to Signature:

_____

_____
Print Name

EXHIBITS
A. Request for Proposal No. 25-06-CD
B. Fee Schedule
C. Certificates of Insurance

Exhibit "B"

PLAN SET

EXHIBIT A - ROADWAY PLANS

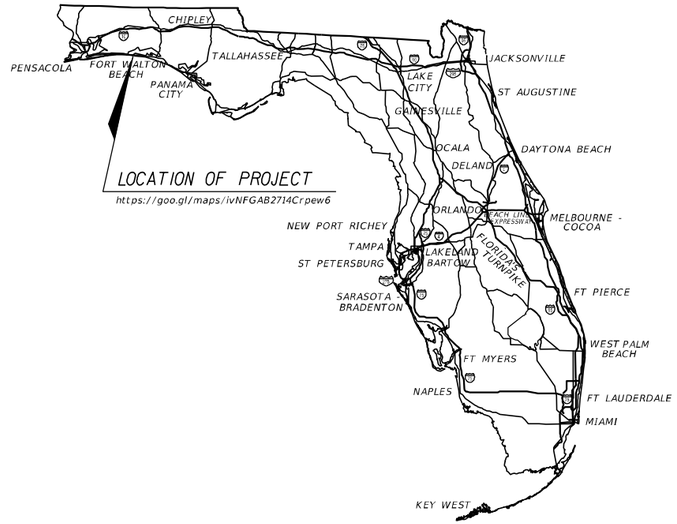
CITY OF DESTIN

CONTRACT PLANS

FINANCIAL PROJECT ID 440553-1-X4-01

OKALOOSA COUNTY

DESTIN CROSS TOWN CONNECTOR



CONTRACT PLANS COMPONENTS

ROADWAY PLANS
SIGNING AND PAVEMENT MARKING PLANS
LIGHTING PLANS
LANDSCAPE PLANS

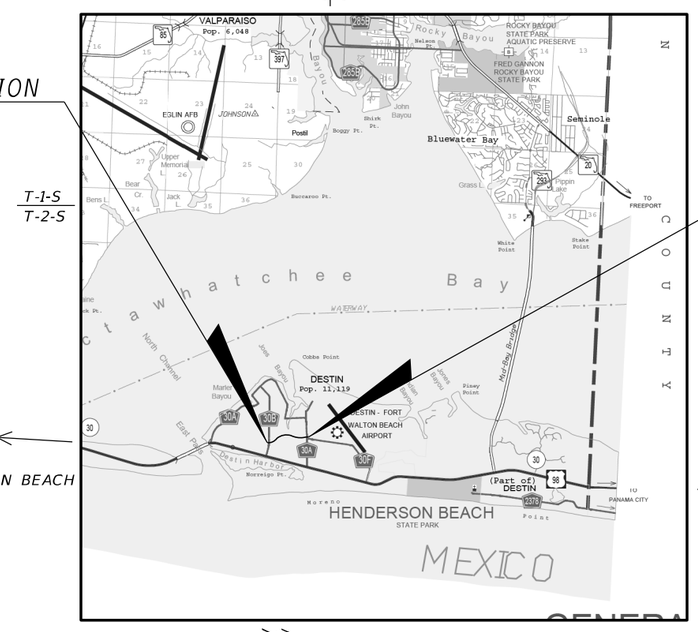
INDEX OF ROADWAY PLANS

SHEET NO.	SHEET DESCRIPTION
1	KEY SHEET
2	SIGNATURE SHEET
3	SUMMARY OF PAY ITEMS
4	DRAINAGE MAP
5-14	TYPICAL SECTIONS
15-16	SUMMARY OF DRAINAGE STRUCTURES
17	PROJECT LAYOUT
18	GENERAL NOTES
19-27	PLAN & PROFILE SHEETS
28-29	SPECIAL PROFILES
30-31	BACK OF SIDEWALK PROFILES
32-33	INTERSECTION DETAILS
34-50	DRAINAGE STRUCTURES
51-53	POND DETAIL
54-56	POND CROSS SECTIONS
57-61	STORMWATER CHAMBERS SECTIONS
62	DRAINAGE DETAILS
63	CROSS SECTION PATTERN LAYOUT
64-65	ROADWAY SOIL PROFILES
66	BORING LOCATION PLAN
67-92	CROSS SECTIONS
93-94	STORMWATER POLLUTION PREVENTION PLAN
95-96	EROSION AND SEDIMENT CONTROL PLAN
97-122	TEMPORARY TRAFFIC CONTROL PLAN
123-131	UTILITY ADJUSTMENTS
SQ-1 - SQ-17	SUMMARY OF QUANTITIES
ADS 1 - ADS 7*	ADS CHAMBER SYSTEM

R-23-W / R-22-W

BEGIN PROJECT
BEGIN CONSTRUCTION
STA. 26+36.00

T-1-S / T-2-S



TO FORT WALTON BEACH

N

N.T.S.

END PROJECT
END CONSTRUCTION
STA. 48+47.14

T-1-S / T-2-S

TO PANAMA CITY

R-23-W / R-22-W

CONSTRUCTION PHASE 1
PHASE 1 SCOPE OF WORK OUTLINED WITH RED BOX. ALL OTHER WORK SHOWN IS PROVIDED FOR INFORMATION ONLY.

GOVERNING STANDARD PLANS:

Florida Department of Transportation, FY 2022-23 Standard Plans for Road and Bridge Construction and applicable Interim Revisions (IRs).

Standard Plans for Road Construction and associated IRs are available at the following website: http://www.fdot.gov/design/standardplans

GOVERNING STANDARD SPECIFICATIONS:

Florida Department of Transportation, January 2022 Standard Specifications for Road and Bridge Construction at the following website: http://www.fdot.gov/programmanagement/Implemented/SpecBooks

THESE PLANS HAVE BEEN PREPARED IN ACCORDANCE WITH DECEMBER 2021 CITY OF DESTIN LAND DEVELOPMENT CODE, THE 2016 FLORIDA GREENBOOK, THE FY 2022-23 FDOT STANDARD PLANS, AND THE JANUARY 2022 FDOT STANDARD SPECIFICATIONS.

* This sheet is included in the Index of Roadway Plans only to indicate that it is part of the Roadway Plans. This sheet is contained in a separate digitally signed and sealed document.

PHASE IV (100%) SUBMITTAL
MAY 2025

ROADWAY PLANS
ENGINEER OF RECORD:

EDWIN J. RAMOS, P.E.
P.E. NO.: 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

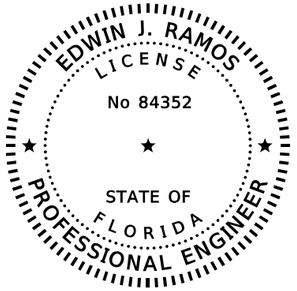
PROJECT MANAGER:

JOE D. BODI

SHEET NO. 1

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

EXHIBIT A - ROADWAY PLANS



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ON THE DATE ADJACENT TO THE SEAL

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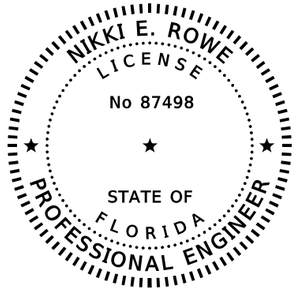
ATKINS NORTH AMERICA, INC.
482 S. KELLER ROAD
ORLANDO, FL 32810
EDWIN J. RAMOS, P.E. NO. 84352

THE ABOVE NAMED PROFESSIONAL ENGINEER SHALL BE RESPONSIBLE FOR THE FOLLOWING SHEETS IN ACCORDANCE WITH RULE 61G15-23.004, F.A.C.

SHEET NO.	SHEET DESCRIPTION
1	KEY SHEET
2	SIGNATURE SHEET
3	SUMMARY OF PAY ITEMS
5-14	TYPICAL SECTIONS
17	PROJECT LAYOUT
18	GENERAL NOTES
19-27	PLAN & PROFILE SHEETS
28-29	SPECIAL PROFILES
30-31	BACK OF SIDEWALK PROFILES
32-33	INTERSECTION DETAILS
63	CROSS SECTION PATTERN LAYOUT
67-92	CROSS SECTIONS
97-122	TEMPORARY TRAFFIC CONTROL PLAN
123-131	UTILITY ADJUSTMENTS
SQ-1 - SQ-3; SQ-6 - SQ-17	SUMMARY OF QUANTITIES



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ATKINS NORTH AMERICA, INC.
482 S. KELLER ROAD
ORLANDO, FL 32810
NIKKI E. ROWE, P.E. NO. 87498

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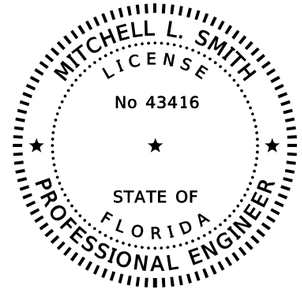
SHEET NO.	SHEET DESCRIPTION
2	SIGNATURE SHEET
4	DRAINAGE MAP
15-16	SUMMARY OF DRAINAGE STRUCTURES
34-50	DRAINAGE STRUCTURES
51-53	POND DETAIL
54-61	POND CROSS SECTIONS
62	DRAINAGE DETAILS
93-94	STORMWATER POLLUTION PREVENTION PLAN
95-96	EROSION AND SEDIMENT CONTROL PLAN
SQ-4 - SQ-5	SUMMARY OF QUANTITIES



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TIERRA, INC.
1300 WEST MAIN STREET
PENSACOLA, FL 32502
MITCHELL L. SMITH, P.E. NO. 43416

THE ABOVE NAMED PROFESSIONAL ENGINEER SHALL BE RESPONSIBLE FOR THE FOLLOWING SHEETS IN ACCORDANCE WITH RULE 61G15-23.004, F.A.C.

SHEET NO.	SHEET DESCRIPTION
2	SIGNATURE SHEET
64-65	ROADWAY SOIL PROFILES
66	BORING LOCATION PLAN

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

EDWIN J. RAMOS, P.E.
P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

SIGNATURE SHEET

SHEET NO. 2

EXHIBIT A - ROADWAY PLANS

See Price Proposal Sheet for Pay Items and Quantities

SUMMARY OF ROADWAY

PAY ITEM NUMBER	DESCRIPTION	UNIT	QUANTITY
0101 1	MOBILIZATION	LS	1.0
0102 1	MAINTENANCE OF TRAFFIC	LS	1.0
0102 2 200	SPECIAL DETOUR - TEMPORARY PAVEMENT	LS/SY	2,914.0
0102 2 300	SPECIAL DETOUR - TEMPORARY EARTHWORK/BASE	LS/CY	44.0
0102 4	PEDESTRIAN SPECIAL DETOUR	LS/SY	350.0
0102-60	WORK ZONE SIGN	ED	26,790.0
0102-71-13	TEMPORARY BARRIER, F&I, LOW PROFILE, CONCRETE	LF	1,188.0
0102-71-15	TEMPORARY BARRIER, F&I, TYPE K	LF	368.0
0102-74-1	CHANNELIZING DEVICE - TYPE I, II, DI, VP, DRUM, OR LCD	ED	43,465.0
0102 89 1	TEMPORARY CRASH CUSHION	EA	2.0
0102-99	PORTABLE CHANGEABLE MESSAGE SIGN, TEMPORARY	ED	1,641.0
0102-115	TYPE III BARRICADE	ED	3,376.0
0104- 10- 3	SEDIMENT BARRIER	LF	4,794.0
0104 18	INLET PROTECTION SYSTEM	EA	9.0
0107 1	LITTER REMOVAL	AC	78.7
0107 2	MOWING	AC	39.7
0110 1 1	CLEARING AND GRUBBING	LS/AC	10.220
0110-4-10	REMOVAL OF EXISTING CONCRETE	SY	2,400.0
0110-7	MAILBOX, F&I SINGLE	EA	11.0
0120-1	REGULAR EXCAVATION	CY	9,778.0
0120-6	EMBANKMENT	CY	5,283.0
0160-4	TYPE B STABILIZATION	SY	13,378.0
0285-706	OPTIONAL BASE, BASE GROUP 06	SY	10,314.0
0327 70 6	MILLING EXISTING ASPHALT PAVEMENT, 1 1/2" AVG DEPTH	SY	1,601.0
0334 1 12	SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC B	TN	850.9
0337 7 81	ASPHALT CONCRETE FRICTION COURSE, TRAFFIC B, FC-12.5, PG 76-22	TN	983.0
0350 30 13	CONCRETE PAVEMENT FOR ROUNDABOUT APRON, 12" DEPTH	SY	303.7
0400-0-11	CONCRETE CLASS NS, GRAVITY WALL INDEX 400-011	CY	12.1
0425 1 201	INLETS, CURB, TYPE P-9, <10'	EA	2.0
0425 1 311	INLETS, CURB, TYPE P-1, <10'	EA	22.0
0425 1 321	INLETS, CURB, TYPE P-2, <10'	EA	4.0
0425 1 351	INLETS, CURB, TYPE P-5, <10'	EA	16.0
0425 1 361	INLETS, CURB, TYPE P-6, <10'	EA	2.0
0425 1 521	INLETS, DT BOT, TYPE C,<10'	EA	4.0
0425 1 711	INLETS, GUTTER, TYPE V, <10'	EA	1.0
0425 1 910	INLETS, CLOSED FLUME	EA	2.0
0425 2 61	MANHOLES, P-8, <10'	EA	3.0
0425 2 62	MANHOLES, P-8, >10'	EA	2.0
0430 174 118	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 18" S/CD	LF	3,575.0
0430 174 124	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 24" S/CD	LF	711.0
0430 982 125	MITERED END SECTION, OPTIONAL ROUND, 18" CD	EA	1.0
0430 982 129	MITERED END SECTION, OPTIONAL ROUND, 24" CD	EA	1.0
0515-1-2	PIPE HANDRAIL - GUIDERAIL, ALUMINUM	LF	115.0
0520-1-7	CONCRETE CURB & GUTTER, TYPE E	LF	2,994.0
0520-1-10	CONCRETE CURB & GUTTER, TYPE F	LF	5,788.0
0520-2-2	CONCRETE CURB, TYPE B	LF	142.0
0520-2- 4	CONCRETE CURB, TYPE D	LF	226.0
0520-2-8	CONCRETE CURB, TYPE RA	LF	302.0
0520-70	CONCRETE TRAFFIC SEPARATOR, SPECIAL - VARIABLE WIDTH	SY	158.0
0522-1	CONCRETE SIDEWALK AND DRIVEWAYS, 4" THICK	SY	642.0
0522-2	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK	SY	6,409.0
0527 2	DETECTABLE WARNINGS	SF	536.0
0530 3 4	RIPRAP - RUBBLE, F&I, DITCH LINING	TN	50.9

SUMMARY OF ROADWAY

PAY ITEM NUMBER	DESCRIPTION	UNIT	QUANTITY
0530 74	BEDDING STONE	TN	18.3
0710-11-101	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 6"	GM	2.269
0710-11-125	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 24"	LF	56.0
0710-11-201	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID, 6"	GM	2.429

SUMMARY OF SIGNING

PAY ITEM NUMBER	DESCRIPTION	UNIT	QUANTITY
0700-1-11	SINGLE POST SIGN, F&I, GROUND MOUNT, UP TO 12 SF	AS	38.0
0700-1-12	SINGLE POST SIGN, F&I, 12-20 SF	AS	2.0
0700-1-50	SINGLE POST SIGN, RELOCATE	AS	3.0
0700-1-60	SINGLE POST SIGN, REMOVE	AS	14.0
0700-2-60	MULTI-POST SIGN, REMOVE	AS	2.0
0705-10-1	OBJECT MARKER, TYPE 1	EA	2.0
0705-10-4	OBJECT MARKER, TYPE 4	EA	3.0
0706-1-3	RAISED PAVEMENT MARKER, TYPE B	EA	118.0
0710-90	PAINTED PAVEMENT MARKING, FINAL SURFACE	LS	1.0
0711 11-123	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12" FOR CROSSWALK AND ROUNDABOUT	LF	721.0
0711-11-125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR STOP LINE AND CROSSWALK	LF	115.0
0711-11-141	THERMOPLASTIC, STANDARD, WHITE, 2-4 DOTTED GUIDELINE/6-10 GAP EXTENSION, 6"	GM	0.057
0711 11 144	THERMOPLASTIC, STANDARD, WHITE, 2-2 DOTTED GUIDELINE EXTENSION LINE, 12" FOR ROUNDABOUT	GM	0.025
0711-11-160	THERMOPLASTIC, STANDARD, WHITE, MESSAGE OR SYMBOL	EA	4.0
0711-11-170	THERMOPLASTIC, STANDARD, WHITE, ARROW	EA	6.0
0711-11-224	THERMOPLASTIC, STANDARD, YELLOW, SOLID, 18" FOR DIAGONAL AND CHEVRON	LF	64.0
0711-14-125	THERMOPLASTIC, PREFORMED, WHITE, SOLID, 24" FOR CROSSWALK	LF	548.0
0711-14-160	THERMOPLASTIC, PREFORMED, WHITE, MESSAGE	EA	5.0
0711-14-170	THERMOPLASTIC, PREFORMED, WHITE, ARROW	EA	5.0
0711 16-101	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SOLID, 6	GM	1.210
0711-16-201	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SOLID, 6"	GM	1.341
0711-16-231	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SKIP, 6"	GM	0.022

SUMMARY OF LIGHTING

PAY ITEM NUMBER	DESCRIPTION	UNIT	QUANTITY
0630-2-11	CONDUIT, FURNISH & INSTALL, OPEN TRENCH	LF	5,600.0
0639-1-122	ELECTRICAL POWER SERVICE, F&I, UNDERGROUND, METER PURCHASED BY CONTRACTOR	AS	2.0
0639-2-1	ELECTRIC SERVICE WIRE, FURNISH & INSTALL	LF	600.0
0715-1-11	LIGHTING CONDUCTORS, F&I, INSULATED	LF	16,800.0
0715-4-215	LIGHT POLE COMPLETE (LUMINAIRE, POLE, FOUNDATION)	EA	64.0
0715 5 31	LUMINAIRE & BRACKET ARM	EA	65.0
0715 500 1	LIGHT POLE CABLE DISTRIBUTION SYSTEM	EA	64.0

SUMMARY OF LANDSCAPE

PAY ITEM NUMBER	DESCRIPTION	UNIT	QUANTITY
0570-1-2	PERFORMANCE TURF, SOD	SY	22,793.0
0580 1 1	LANDSCAPE COMPLETE - SMALL PLANTS	LS	1.0
0580 1 2	LANDSCAPE COMPLETE - LARGE PLANTS	LS	1.0
0590 70	IRRIGATION SYSTEM	LS	1.0

REVISIONS

DATE	DESCRIPTION	DATE	DESCRIPTION

EDWIN J. RAMOS, P.E.
P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

SUMMARY OF PAY ITEMS

SHEET NO. 3

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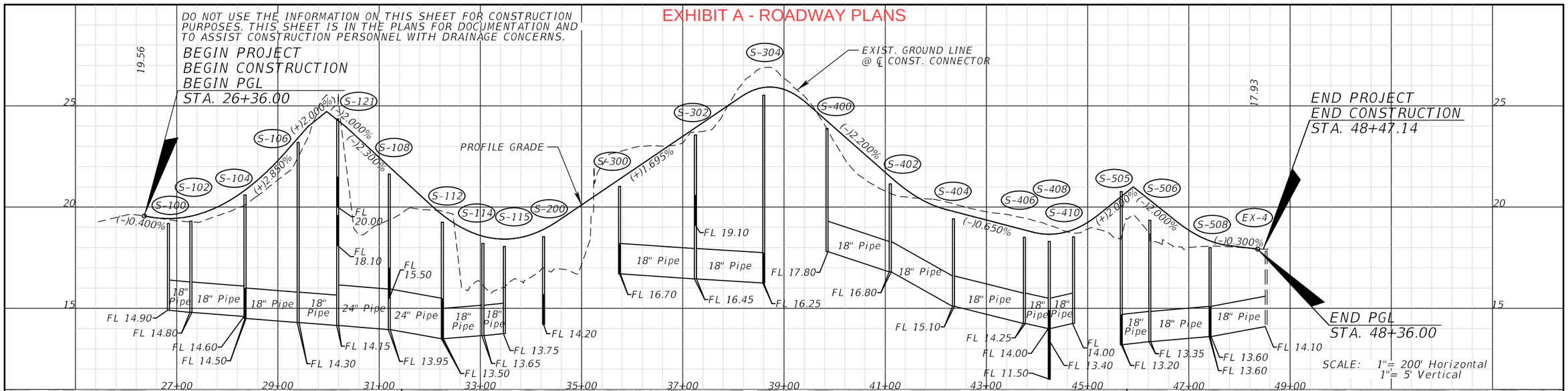
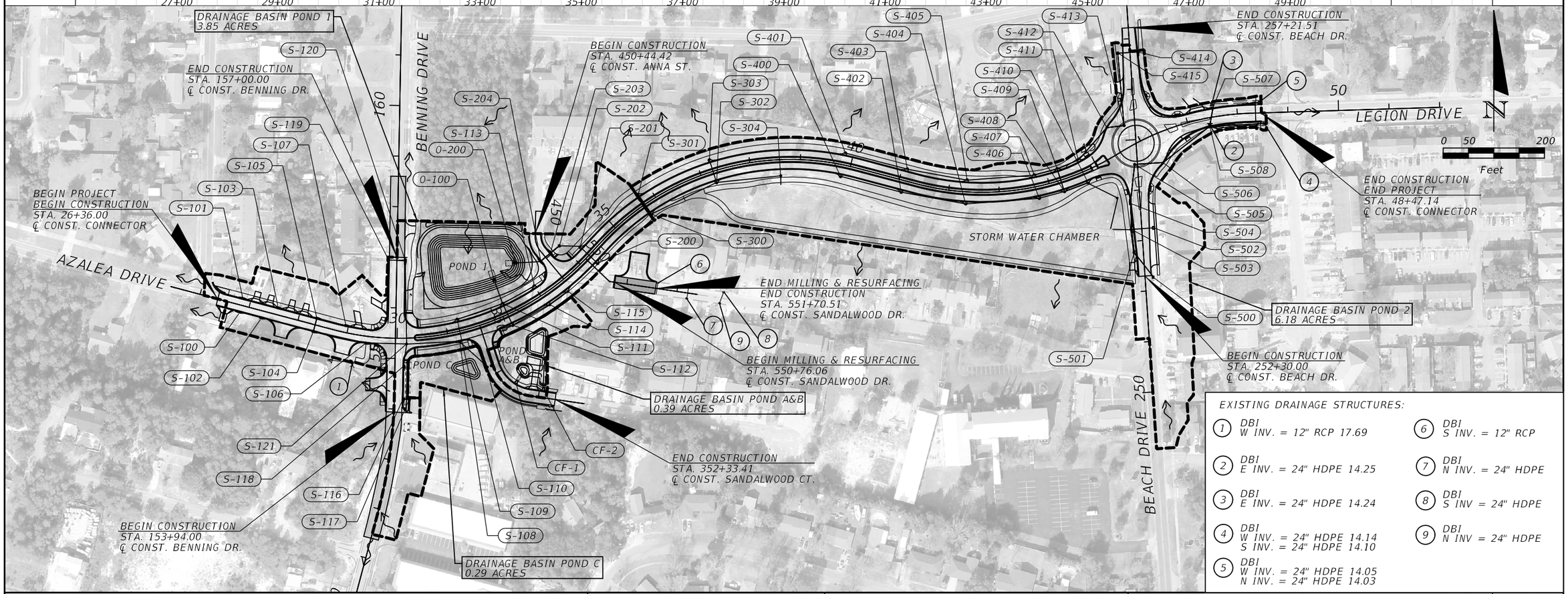
EXHIBIT A - ROADWAY PLANS

DO NOT USE THE INFORMATION ON THIS SHEET FOR CONSTRUCTION PURPOSES. THIS SHEET IS IN THE PLANS FOR DOCUMENTATION AND TO ASSIST CONSTRUCTION PERSONNEL WITH DRAINAGE CONCERNS.



SCALE: 1"= 200' Horizontal
1"= 5' Vertical



EXISTING DRAINAGE STRUCTURES:

1. DBI
W INV. = 12" RCP 17.69
2. DBI
E INV. = 24" HDPE 14.25
3. DBI
E INV. = 24" HDPE 14.24
4. DBI
W INV. = 24" HDPE 14.14
S INV. = 24" HDPE 14.10
5. DBI
W INV. = 24" HDPE 14.05
N INV. = 24" HDPE 14.03
6. DBI
S INV. = 12" RCP
7. DBI
N INV. = 24" HDPE
8. DBI
S INV = 24" HDPE
9. DBI
N INV = 24" HDPE

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

NIKKI E. ROWE, P.E.
P.E. LICENSE NUMBER 87498
ATKINS NORTH AMERICA, INC.
482 S. KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

DRAINAGE MAP

SHEET NO. 4

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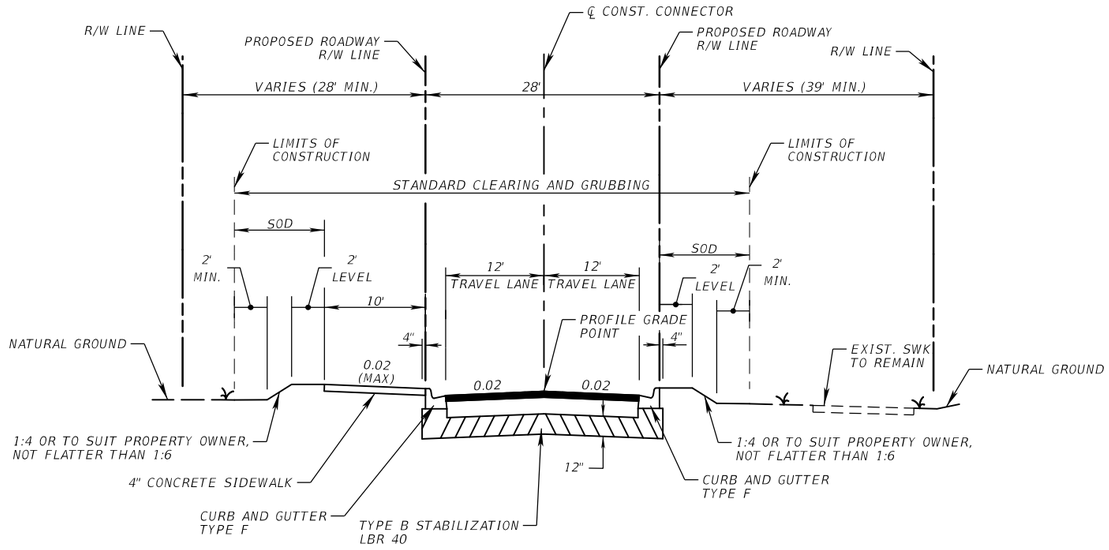
EXHIBIT A - ROADWAY PLANS



TYPICAL SECTION (1)
EXISTING AZALEA DR ROW
STA. 26+36.00 TO STA. 30+39.54 (CONNECTOR AT AZALEA DR.)

TRAVEL LANES
OPTIONAL BASE GROUP 6 WITH
TYPE SP STRUCTURAL COURSE (TRAFFIC B) (1 ½") AND
FRICTION COURSE FC-12.5 (TRAFFIC B) (1 ½") (PG 76-22)

DESTIN CROSS TOWN (AZALEA DR.) CONNECTOR TRAFFIC DATA

CURRENT YEAR = 2020 AADT = 4,300
ESTIMATED OPENING YEAR = 2023 AADT = 5,400
ESTIMATED DESIGN YEAR = 2043 AADT = 6,500
K = 9% D = 65.9% T = 4.4% (24 HOUR)
DESIGN HOUR T = 2.2%
DESIGN SPEED = 35 MPH

** CONTRACTOR MAY SUBSTITUTE FULL DEPTH ASPHALT IN LIEU OF BASE AT NO ADDITIONAL COST TO THE CITY TO FACILITATE CONSTRUCTION AT ROADWAY CONNECTIONS.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

EDWIN J. RAMOS, P.E.
P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

TYPICAL SECTION

SHEET NO. 5

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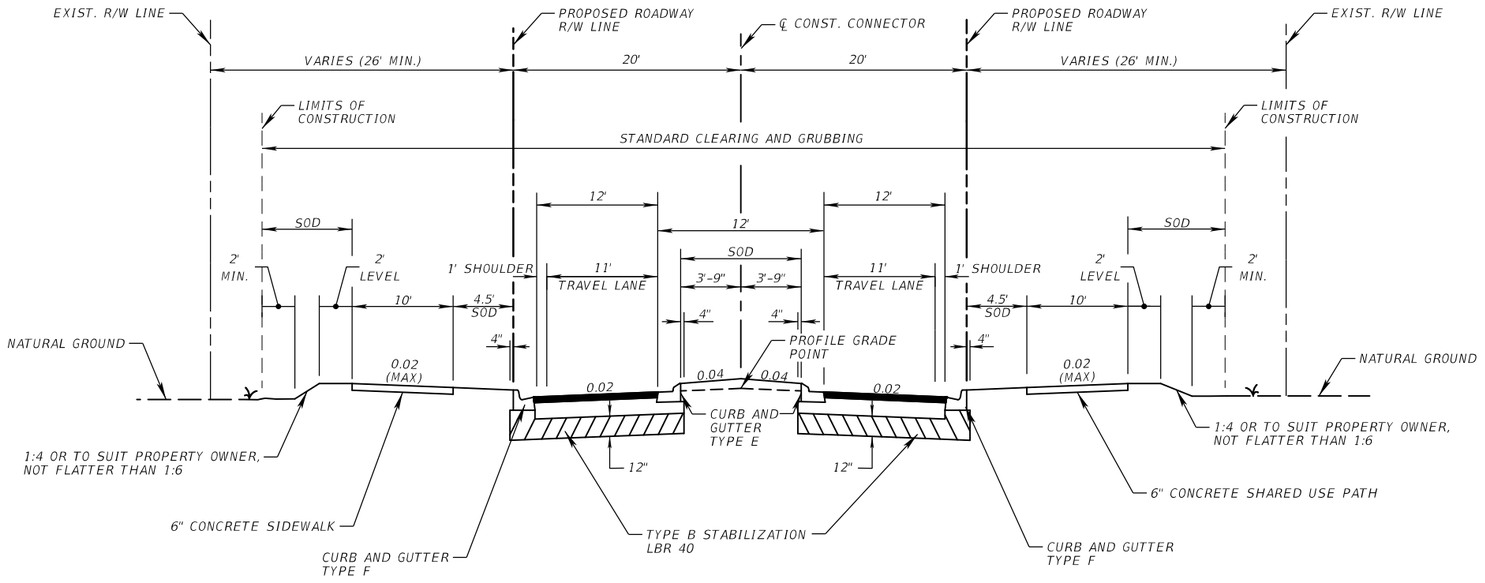
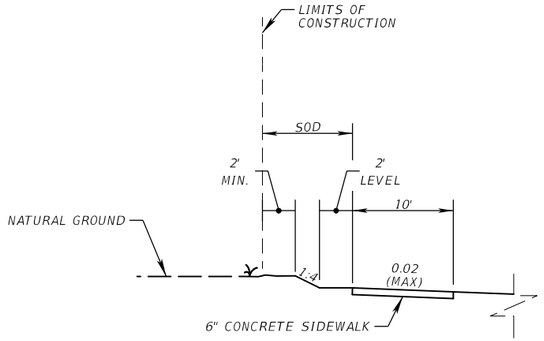


TYPICAL SECTION (2)
NEW AZALEA DR
STA. 30+39.54 TO STA. 35+00.00 (CONNECTOR)



SLOPE DETAIL (1:4 SLOPE)
STA. 32+90.00 TO 33+40.00 (LT)

TRAVEL LANES
OPTIONAL BASE GROUP 6 WITH
TYPE SP STRUCTURAL COURSE (TRAFFIC B) (1 ½") AND
FRICTION COURSE FC-12.5 (TRAFFIC B) (1 ½") (PG 76-22)

TRAFFIC DATA

CURRENT YEAR = 2020 AADT = 3,700
ESTIMATED OPENING YEAR = 2023 AADT = 5,700
ESTIMATED DESIGN YEAR = 2043 AADT = 6,800
K = 9% D = 66.8% T = 2.7% (24 HOUR)
DESIGN HOUR T = 1.35%
DESIGN SPEED = 35 MPH

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

EDWIN J. RAMOS, P.E.
P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

TYPICAL SECTION

SHEET NO. 6

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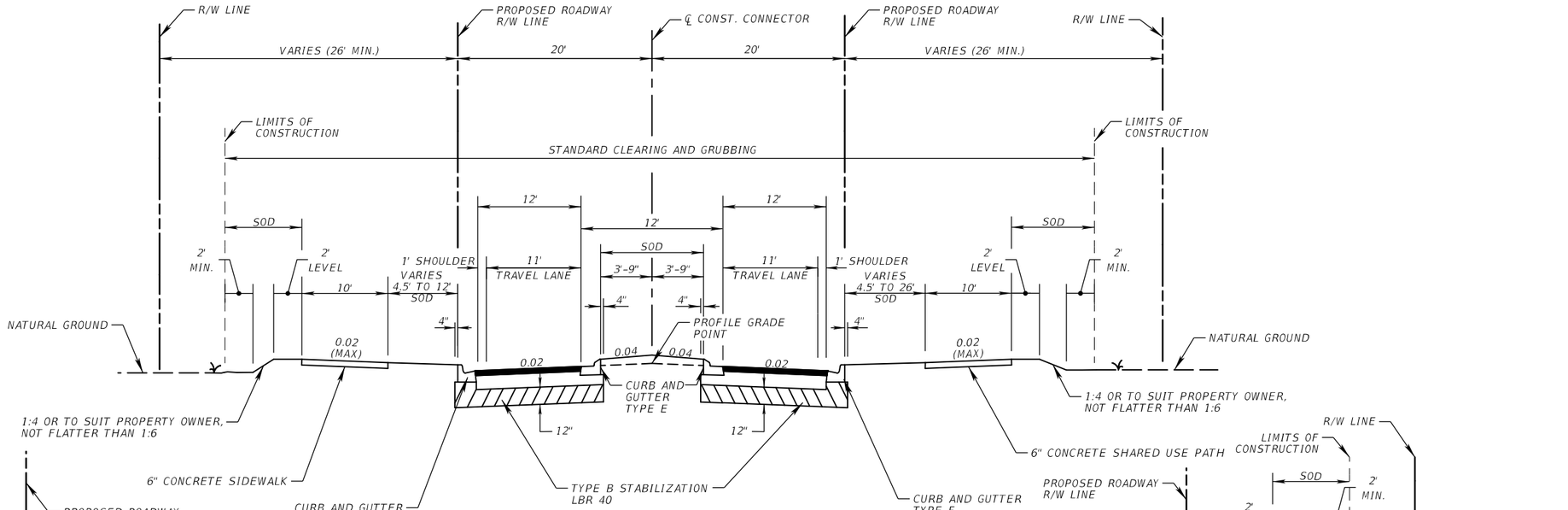
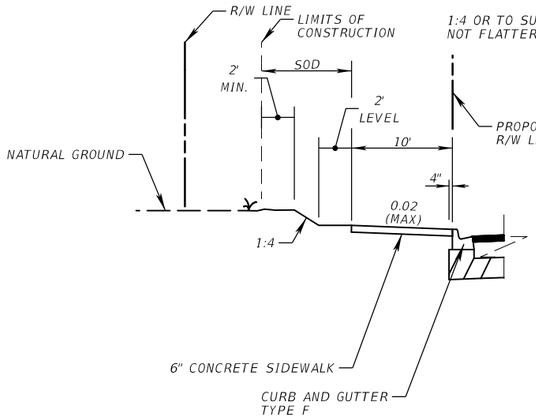
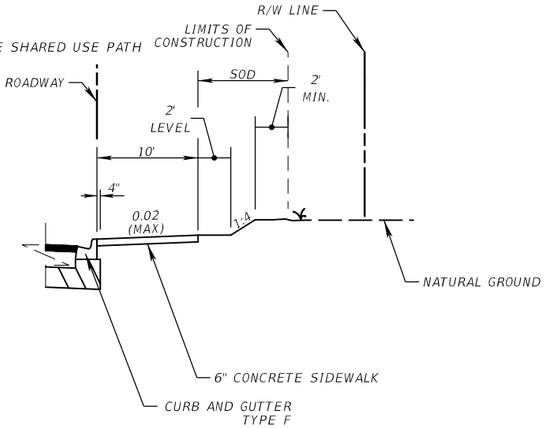
EXHIBIT A - ROADWAY PLANS



TYPICAL SECTION (3)
NEW AZALEA DR
STA. 35+00.00 TO STA. 45+25.61 (CONNECTOR)



SIDEWALK DETAIL
STA. 43+90.00 TO 44+30.00 (LT)

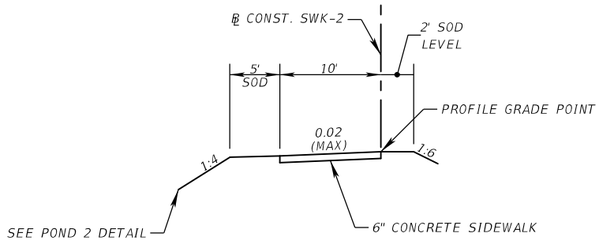


SIDEWALK DETAIL
STA. 35+67.80 TO 36+24.20 (RT)

TRAFFIC DATA

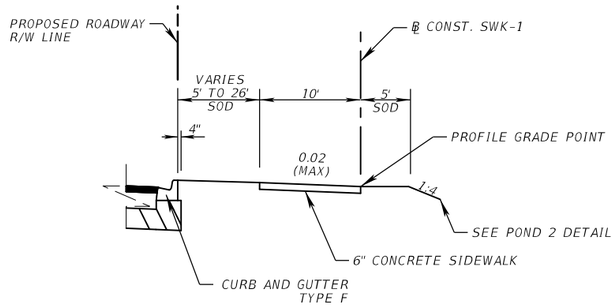
CURRENT YEAR = 2020 AADT = 3,700
ESTIMATED OPENING YEAR = 2023 AADT = 5,700
ESTIMATED DESIGN YEAR = 2043 AADT = 6,800
K = 9% D = 66.8% T = 2.7% (24 HOUR)
DESIGN HOUR T = 1.35%
DESIGN SPEED = 35 MPH

TRAVEL LANES
OPTIONAL BASE GROUP 6 WITH
TYPE SP STRUCTURAL COURSE (TRAFFIC B) (1 ½") AND
FRICTION COURSE FC-12.5 (TRAFFIC B) (1 ½") (PG 76-22)



NOTE: PLAN VIEW OF ℄ CONST. SWK-2 CAN BE FOUND ON POND 2 DETAIL SHEET.

CONCRETE SHARED USE PATH
STA. 0+00.00 TO STA. 9+10.69



SIDEWALK DETAIL
STA. 37+94.42 TO 42+25.61 (RT)

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

EDWIN J. RAMOS, P.E.
P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

TYPICAL SECTION

SHEET NO. 7

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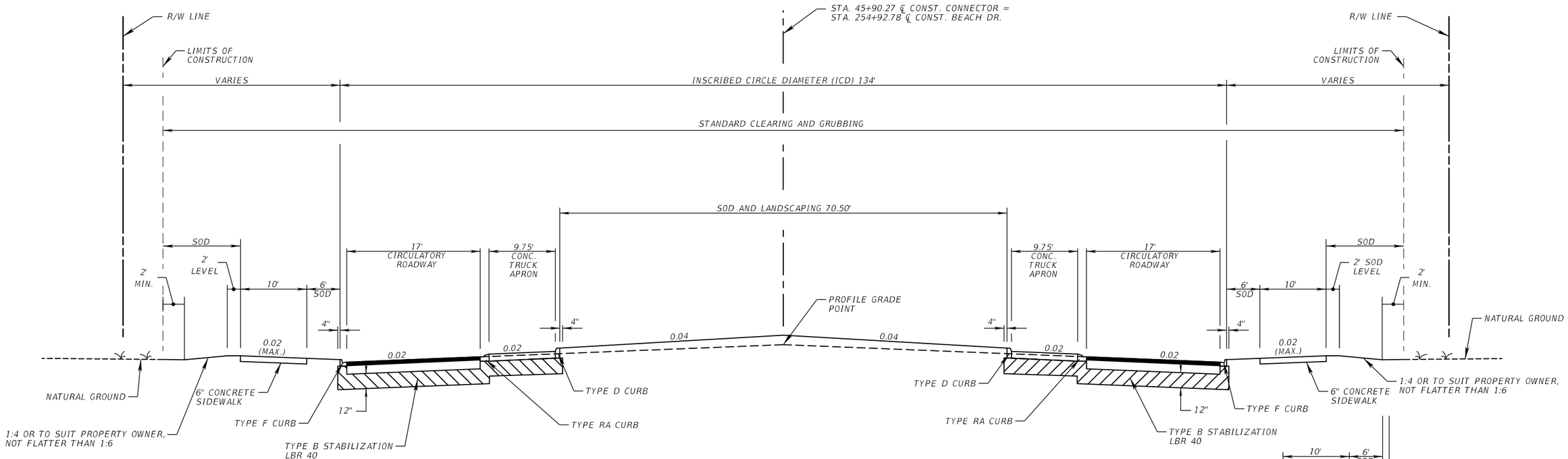


TYPICAL SECTION (4)
STA. 45+90.27 (CONNECTOR)
STA. 254+92.78 (BEACH)

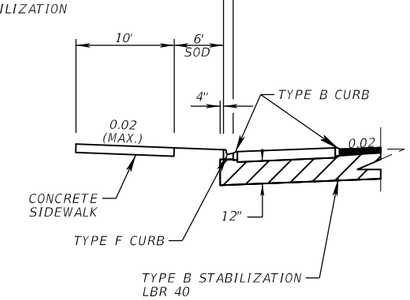
BEACH DR. TRAFFIC DATA

CURRENT YEAR = 2020 AADT = 5,100
ESTIMATED OPENING YEAR = 2023 AADT = 6,300
ESTIMATED DESIGN YEAR = 2043 AADT = 7,550
K = 9% D = 64.5% T = 5.6% (24 HOUR)
DESIGN HOUR T = 2.8 %
DESIGN SPEED = 35 MPH

CONNECTOR TRAFFIC DATA

CURRENT YEAR = 2020 AADT = 3,700
ESTIMATED OPENING YEAR = 2023 AADT = 5,700
ESTIMATED DESIGN YEAR = 2043 AADT = 6,800
K = 9% D = 66.8% T = 2.7% (24 HOUR)
DESIGN HOUR T = 1.35%
DESIGN SPEED = 35 MPH

CIRCULATORY ROADWAY
OPTIONAL BASE GROUP 6 WITH
TYPE SP STRUCTURAL COURSE (TRAFFIC B) (1 ½") AND
FRICTION COURSE FC-12.5 (TRAFFIC B) (1 ½") (PG 76-22)



OUTISDE TRUCK APRON

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

EDWIN J. RAMOS, P.E.
P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

TYPICAL SECTION

SHEET NO. 8

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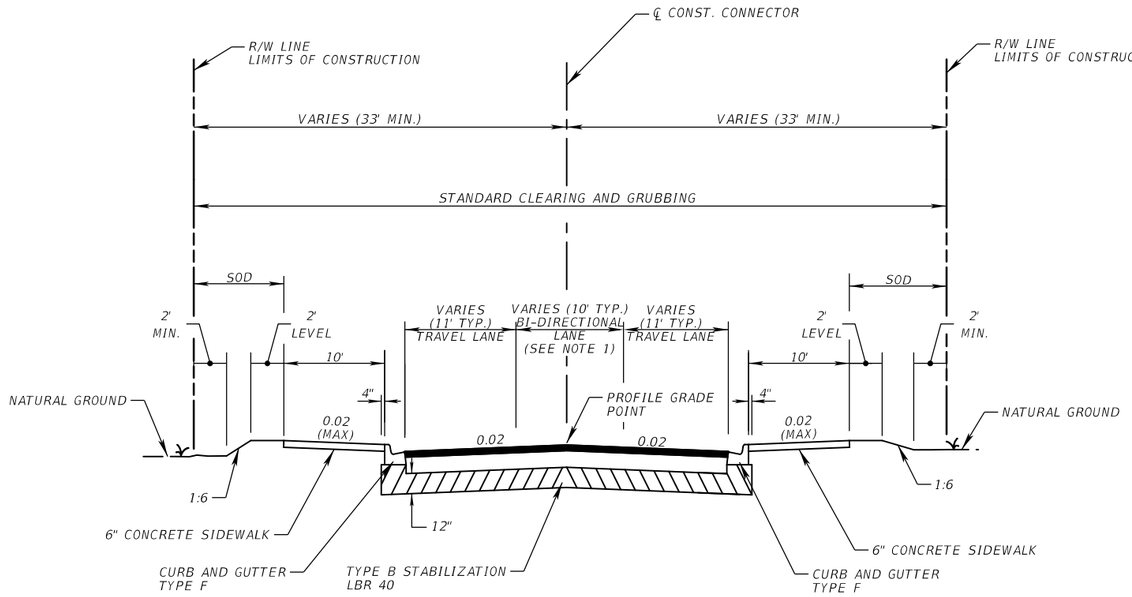

TYPICAL SECTION (5)

STA. 46+57.69 TO STA. 48+36.00 (CONNECTOR AT LEGION DR.)

TRAVEL LANES

OPTIONAL BASE GROUP 6 WITH

TYPE SP STRUCTURAL COURSE (TRAFFIC B) (1 ½") AND

FRICTION COURSE FC-12.5 (TRAFFIC B) (1 ½") (PG 76-22)

NOTES:

1. SEE ROADWAY PLANS/PROFILE SHEETS FOR CONCRETE TRAFFIC SEPARATOR TYPE I OPTION II LIMITS.

DESTIN CROSS TOWN (LEGION DR.) CONNECTOR TRAFFIC DATA

CURRENT YEAR = 2020 AADT = 8,000
ESTIMATED OPENING YEAR = 2023 AADT = 8,500
ESTIMATED DESIGN YEAR = 2043 AADT = 10,200
K = 9% D = 52.0% T = 2.7% (24 HOUR)
DESIGN HOUR T = %
DESIGN SPEED = 35 MPH

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

EDWIN J. RAMOS, P.E.
P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

TYPICAL SECTION

SHEET NO. 9

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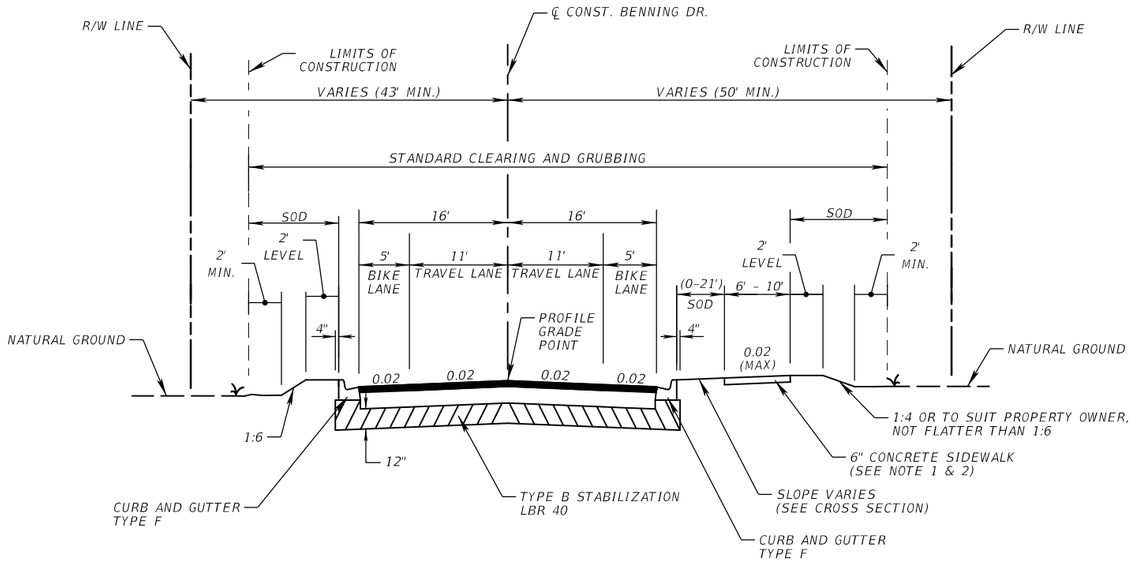
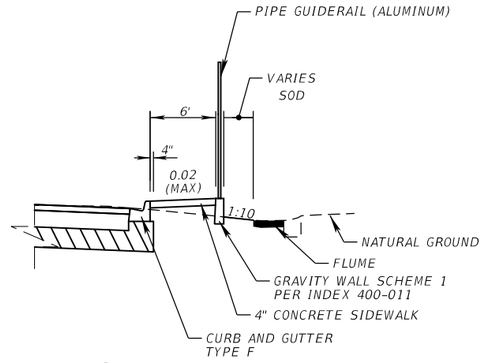


TYPICAL SECTION (6)

STA. 153+94.00 TO STA. 157+00.00 (BENNING DRIVE)

NOTES:

1. SIDEWALK TRANSITION FROM 0.02 TO -0.02 BETWEEN STA. 155+95.53 TO STA. 156+40.53 (RT) & BETWEEN STA. 157+50.42 TO STA. 157+72.57 (RT)
2. USE 4" CONCRETE AT ALL 6' WIDE SIDEWALK LOCATIONS.



GRAVITY WALL DETAIL

STA. 153+90.05 TO STA. 154+33.13 (RT)

TRAVEL AND BIKE LANES

OPTIONAL BASE GROUP 6 WITH

TYPE SP STRUCTURAL COURSE (TRAFFIC B) (1 ½") AND

FRICTION COURSE FC-12.5 (TRAFFIC B) (1 ½") (PG 76-22)

EXISTING TRAVEL LANES

STA. 151+40.00 TO STA. 153+94.00
STA. 157+00.00 TO STA. 158+60.00

MILL EXISTING ASPHALT PAVEMENT (1 ½" DEPTH)

FRICTION COURSE FC-12.5 (TRAFFIC B) (1 ½") (PG 76-22)

BENNING DR. TRAFFIC DATA

CURRENT YEAR = 2020 AADT = 3,800
ESTIMATED OPENING YEAR = 2023 AADT = 4,000
ESTIMATED DESIGN YEAR = 2043 AADT = 4,800
K = 9% D = 59.8% T = 5.6% (24 HOUR)
DESIGN HOUR T = %
DESIGN SPEED = 35 MPH

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

EDWIN J. RAMOS, P.E.
P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

TYPICAL SECTION

SHEET NO. 10

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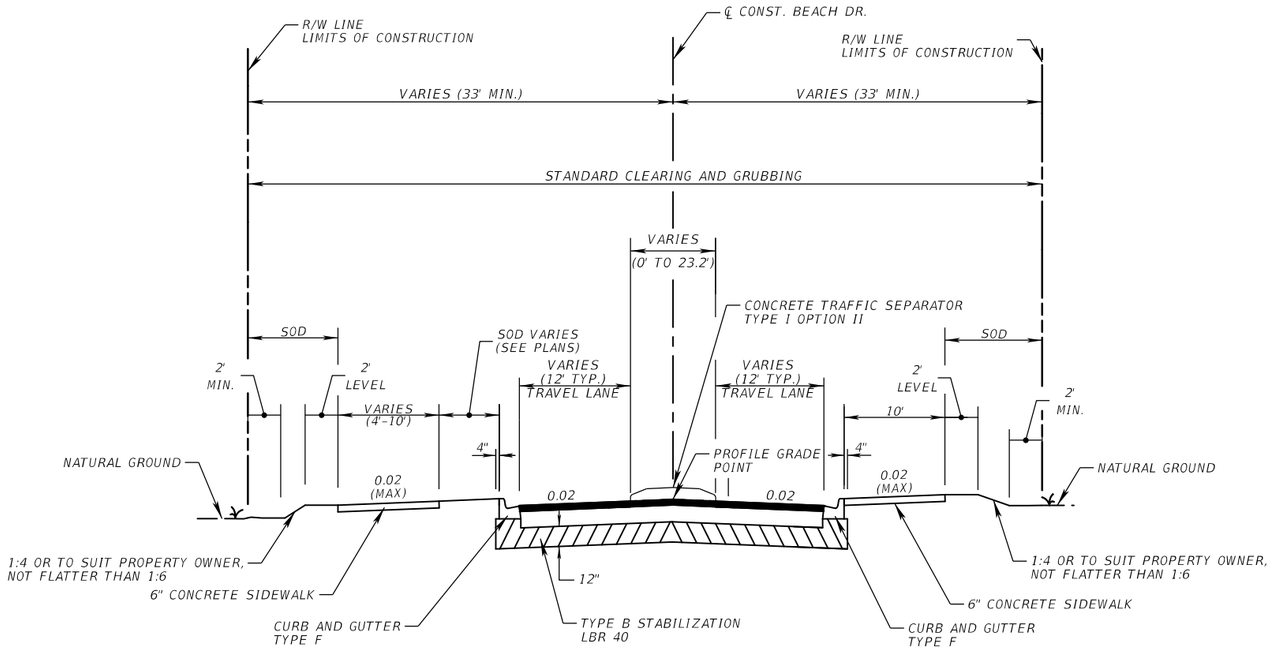
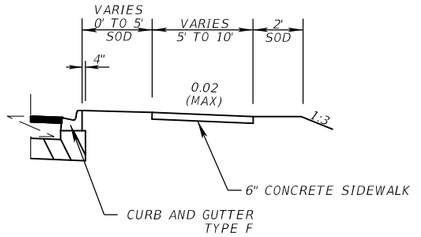


TYPICAL SECTION (7)

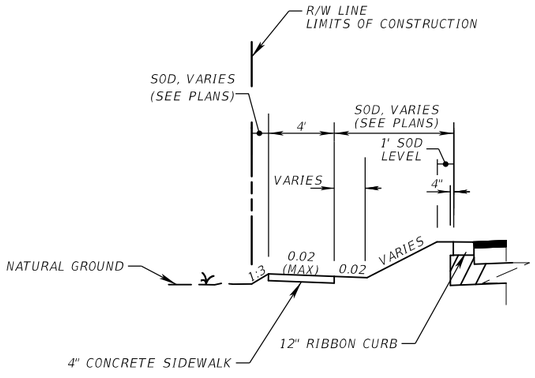
STA. 252+30.00 TO STA. 254+27.11 (BEACH DRIVE)

STA. 255+58.44 TO STA. 257+21.51 (BEACH DRIVE)



SIDEWALK DETAIL

STA. 256+95.53 TO STA. 257+21.51 (RT)



SIDEWALK WITH RIBBON CURB DETAIL

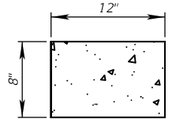
STA. 255+87.61 TO STA. 257+20.00 (LT)

BEACH DR. TRAFFIC DATA

CURRENT YEAR = 2020 AADT = 5,100
ESTIMATED OPENING YEAR = 2023 AADT = 6,300
ESTIMATED DESIGN YEAR = 2043 AADT = 7,550
K = 9% D = 64.5% T = 5.6% (24 HOUR)
DESIGN HOUR T = 2.8 %
DESIGN SPEED = 35 MPH

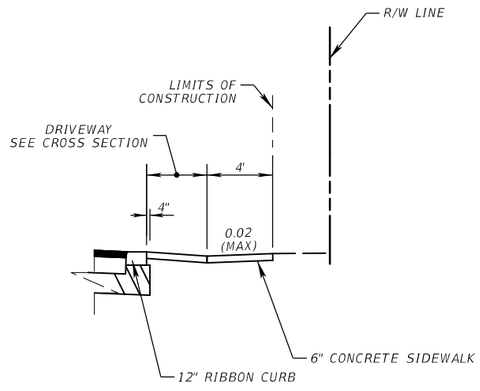
TRAVEL LANES

OPTIONAL BASE GROUP 6 WITH
TYPE SP STRUCTURAL COURSE (TRAFFIC B) (1 ½") AND
FRICTION COURSE FC-12.5 (TRAFFIC B) (1 ½") (PG 76-22)



CONCRETE RIBBON CURB DETAIL

N.T.S.



SIDEWALK WITH RIBBON CURB DETAIL

STA. 252+30.00 TO STA. 253+81.49 (RT)

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REVISIONS			
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EDWIN J. RAMOS, P.E.
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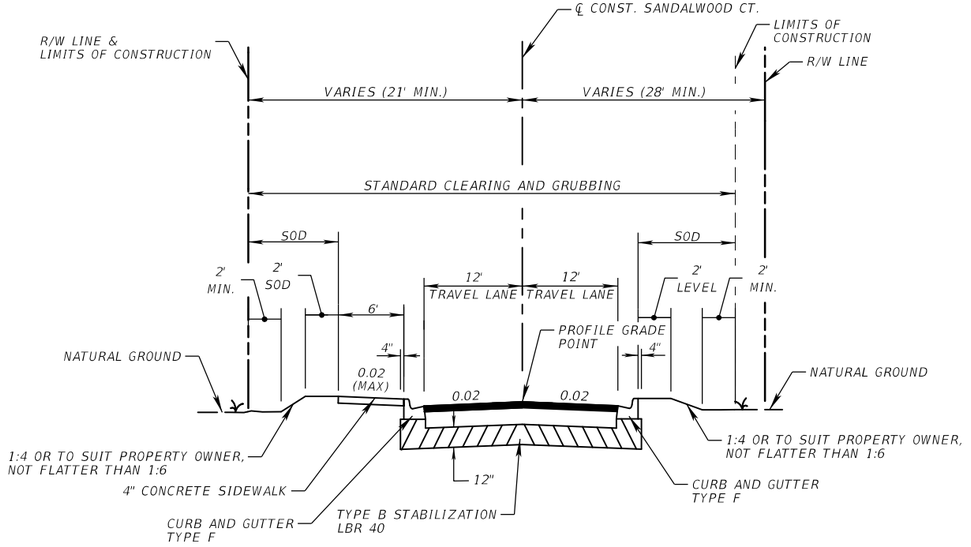
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

TYPICAL SECTION

SHEET NO. 11



TYPICAL SECTION (8)

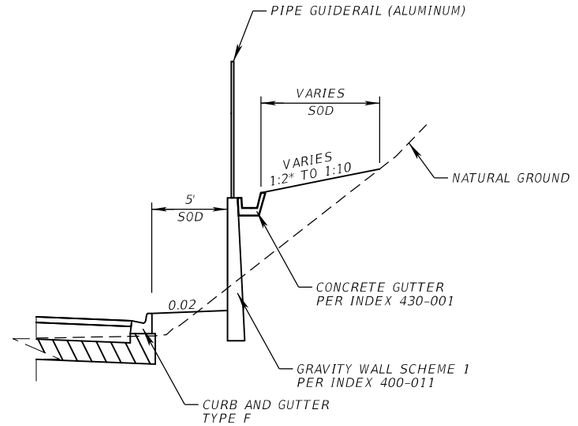
STA. 350+18.00 TO STA. STA. 352+33.41 (SANDALWOOD CT.)

TRAVEL LANES

OPTIONAL BASE GROUP 6 WITH

TYPE SP STRUCTURAL COURSE (TRAFFIC B) (1 ½") AND

FRICTION COURSE FC-12.5 (TRAFFIC B) (1 ½") (PG 76-22)



* 1:2 FROM STA. 351+30.00 TO 351+35.00

GRAVITY WALL DETAIL

STA. 351+30.00 TO STA. 352+00.00 (RT)

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REVISIONS			
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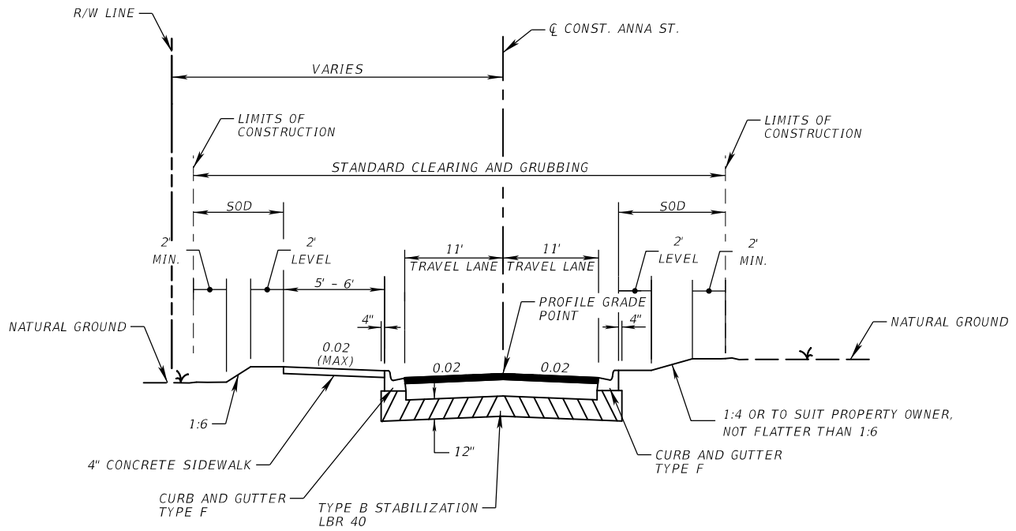
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

TYPICAL SECTION

SHEET NO. 12



TYPICAL SECTION (9)

STA. 450+44.42 TO STA. 451+36.33 (ANNA ST.)

TRAVEL LANES

OPTIONAL BASE GROUP 6 WITH

TYPE SP STRUCTURAL COURSE (TRAFFIC B) (1 ½") AND

FRICTION COURSE FC-12.5 (TRAFFIC B) (1 ½") (PG 76-22)

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REVISIONS			
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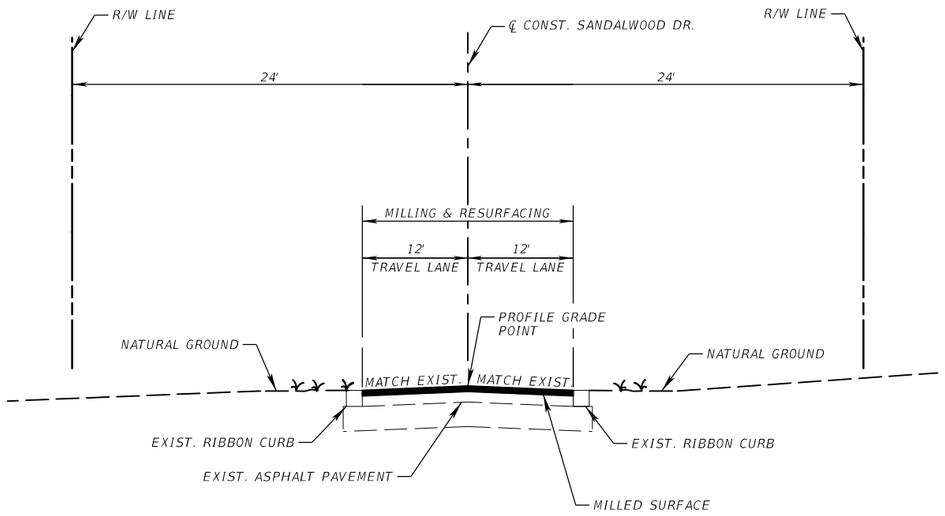
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

TYPICAL SECTION

SHEET NO. 13



TYPICAL SECTION (10)

STA. 550+76.06 TO STA. 551+57.38 (SANDALWOOD DRIVE)

EXISTING TRAVEL LANES

MILL EXISTING ASPHALT PAVEMENT (1 ½" DEPTH)

FRICTION COURSE FC-12.5 (TRAFFIC B) (1 ½") (PG 76-22)

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

EDWIN J. RAMOS, P.E.
P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

TYPICAL SECTION

SHEET NO. 14

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QUANTITY	STR. NO.	STATION	SIDE	DESCRIPTION	BARRELS	STORM DRAIN OPTIONAL MATERIAL		CURB INLETS							MANHOLES				DITCH BOTTOM INLETS		NYLOPLAST		GUTTER INLETS	CROSS DRAIN MITERED END SECTION		SODDING	REMARKS
						ROUND		P-1	P-2	P-5	J-5	P-6	P-9	CLOSED FLUME	P-8		J-8		C	D	30"	30"	V-P				
						18"	24"	<10'	<10'	<10'	<10'	<10'	<10'	Type I	<10'	>10'	<10'	>10'	<10'	<10'	<10'	>10'	<10'	18"	24"	SY	
P	CF-1	351+45.00	LT.	Inlet										1													
F																											
P	CF-2	352+08.00	LT.	Inlet										1													
F																											
P	EX-4	48+52.80	RT.	Pipe		104																					REMOVE FRENCH DRAIN
F																											
P	EX-5	48+44.24	LT.	Pipe		89																					REMOVE FRENCH DRAIN
F																											
P	O-100	32+29.69	LT.	MES, Pipe			41																		1	28	
F																											
P	O-200	450+73.02	RT.	MES, Pipe		49																		1		25	
F																											
P	S-100	26+83.70	RT.	Inlet, Pipe		40						1															
F																											
P	S-101	26+83.70	LT.	Inlet, Pipe		69						1															
F																											
P	S-102	27+28.00	RT.	Inlet, Pipe		103				1																	
F																											
P	S-103	27+56.25	LT.	Inlet, Pipe		75				1																	
F																											
P	S-104	28+35.00	RT.	Inlet, Pipe		103				1																	
F																											
P	S-105	28+35.00	LT.	Inlet, Pipe		23				1																	
F																											
P	S-106	29+40.00	RT.	Inlet, Pipe		76				1																	
F																											
P	S-107	28+95.00	LT.	Inlet, Pipe		56				1																	
F																											
P	S-108	31+20.00	RT.	Inlet, Pipe			106			1																	
F																											
P	S-109	31+25.00	LT.	Inlet, Pipe		91		1																			
F																											
P	S-111	32+25.00	LT.	Inlet, Pipe			41	1																			
F																											
P	S-112	32+25.00	RT.	Inlet, Pipe			43	1																			
F																											
P	S-113	33+00.00	LT.	Inlet, Pipe		67		1																			
F																											
P	S-114	33+05.00	RT.	Inlet, Pipe		80		1																			
F																											
P	S-115	33+47.35	RT.	Inlet, Pipe		40			1																		
F																											
P	S-116	154+20.00	RT.	Inlet, Pipe		62				1																	
F																											
P	S-117	154+20.25	RT.	Inlet, Pipe		10													1								W/ CONC. APRON & CURB
F																											
P	S-118	154+85.00	RT.	Inlet, Pipe		41				1																	
F																											
P	S-119	156+94.00	LT.	Inlet, Pipe		29				1																	
F																											
P	S-120	156+94.00	RT.	Inlet, Pipe		162				1																	
F																											
P	S-121	30+18.02	RT.	Manhole, Pipe			102									1											
F																											
P	S-200	34+25.00	RT.	Inlet, Pipe		43		1																			
F																											
P	S-201	34+25.00	LT.	Inlet, Pipe		39		1																			
F																											
P	S-202	450+97.34	LT.	Inlet, Pipe		20													1								WITH CONCRETE APRON
F																											
P	S-203	450+97.00	LT.	Inlet, Pipe		21						1															
F																											
P	S-204	450+97.00	RT.	Inlet, Pipe		44						1															
F																											
P																											
F																											
SHEET SUBTOTAL		PLAN QUANTITY				1536	333	7	1	11	0	4	0	2	0	1	0	0	2	0	0	0	0	1	1	53	
		FINAL QUANTITY																									

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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

NIKKI E. ROWE, P.E.
P.E. LICENSE NUMBER 87498
ATKINS NORTH AMERICA, INC.
482 W. KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

SUMMARY OF DRAINAGE STRUCTURES

SHEET NO. 15

EXHIBIT A - ROADWAY PLANS

QUANTITY	STR. NO.	STATION	SIDE	DESCRIPTION	BARRELS	STORM DRAIN OPTIONAL MATERIAL		CURB INLETS							MANHOLES				DITCH BOTTOM INLETS		NYLOPLAST		GUTTER INLETS	CROSS DRAIN MITERED END SECTION		SODDING	REMARKS
						ROUND		P-1	P-2	P-5	J-5	P-6	P-9	CLOSED FLUME	P-8		J-8		C	D	30"	30"	V-P				
						18"	24"	<10'	<10'	<10'	<10'	<10'	<10'	Type I	<10'	>10'	<10'	>10'	<10'	<10'	<10'	>10'	<10'	18"	24"	SY	
P	S-300	35+75.00	RT.	Inlet, Pipe		139		1																			
F																											
P	S-301	35+75.00	LT.	Inlet, Pipe		43		1																			
F																											
P	S-302	37+25.00	RT.	Inlet, Pipe		124		1																			
F																											
P	S-303	37+25.00	LT.	Inlet, Pipe		43		1																			
F																											
P	S-304	38+60.00	RT.	Manhole, Pipe		15										1											
F																											
P	S-400	39+85.00	RT.	Inlet, Pipe		120		1																			
F																											
P	S-401	39+85.00	LT.	Inlet, Pipe		122		1																			
F																											
P	S-402	41+10.00	RT.	Inlet, Pipe		125		1																			
F																											
P	S-403	41+10.00	LT.	Inlet, Pipe		116		1																			
F																											
P	S-404	42+35.00	RT.	Inlet, Pipe		142		1																			
F																											
P	S-405	42+35.00	LT.	Inlet, Pipe		129		1																			
F																											
P	S-406	43+75.00	RT.	Inlet, Pipe		47		1																			
F																											
P	S-407	43+75.00	LT.	Inlet, Pipe		43		1																			
F																											
P	S-408	44+24.15	RT.	Inlet, Pipe			46		1																		
F																											
P	S-409	44+24.15	LT.	Inlet, Pipe			43		1																		
F																											
P	S-410	44+72.00	RT.	Inlet, Pipe			62	1																			
F																											
P	S-411	44+72.00	LT.	Inlet, Pipe			41	1																			
F																											
P	S-412	255+27.46	LT.	Inlet, Pipe		82							1														
F																											
P	S-413	255+29.45	LT.	Manhole, Pipe		32									1												
F																											
P	S-414	256+72.85	RT.	Inlet, Pipe		37				1																	
F																											
P	S-415	256+72.85	LT.	Inlet, Pipe		140													1								WITH CONCRETE APRON
F																											
P	S-416	253+87.48	LT.	Manhole, Pipe			61								1												
F																											
P	S-500	252+26.37	RT.	Inlet, Pipe		58													1								WITH CONCRETE APRON
F																											
P	S-501	252+78.00	LT.	Inlet, Pipe		42		1																			
F																											
P	S-502	253+23.75	RT.	Inlet, Pipe		40																	1				
F																											
P	S-503	253+23.75	LT.	Inlet, Pipe			36		1																		
F																											
P	S-504	253+75.00	LT.	Inlet, Pipe			48			1																	
F																											
P	S-505	254+51.49	LT.	Manhole, Pipe		74									1												
F																											
P	S-506	254+51.47	RT.	Inlet, Pipe		54							1														
F																											
P	S-507	47+53.53	LT.	Inlet, Pipe		31				1																	
F																											
P	S-508	47+42.00	RT.	Inlet, Pipe		114					1																
F																											
P	ADS-A	38+60.72	RT.	Inlet																		1					WITH CONCRETE APRON
F																											
P	ADS-B	38+59.23	RT.	Manhole														1									WITH CONCRETE WEIR
F																											
P	ADS-C	47+42.00	RT.	Inlet																	1						WITH CONCRETE APRON
F																											
P	ADS-D	47+42.00	RT.	Inlet																	1						WITH CONCRETE APRON
F																											
P	ADS-E	47+42.00	RT.	Inlet																	1						WITH CONCRETE APRON
F																											
P	ADS-F	47+42.00	RT.	Manhole														1									WITH CONCRETE WEIR
F																											
	SHEET SUBTOTAL			PLAN QUANTITY		1912	337	15	3	3	1	0	2	0	3	1	1	1	2	0	3	1	1	0	0	0	
				FINAL QUANTITY																							
	TOTAL			PLAN QUANTITY		3448	670	22	4	14	1	4	2	2	3	2	1	1	4	0	3	1	1	1	1	53	
				FINAL QUANTITY																							

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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

NIKKI E. ROWE, P.E.
P.E. LICENSE NUMBER 87498
ATKINS NORTH AMERICA, INC.
482 W. KELLER ROAD
ORLANDO, FL 32810

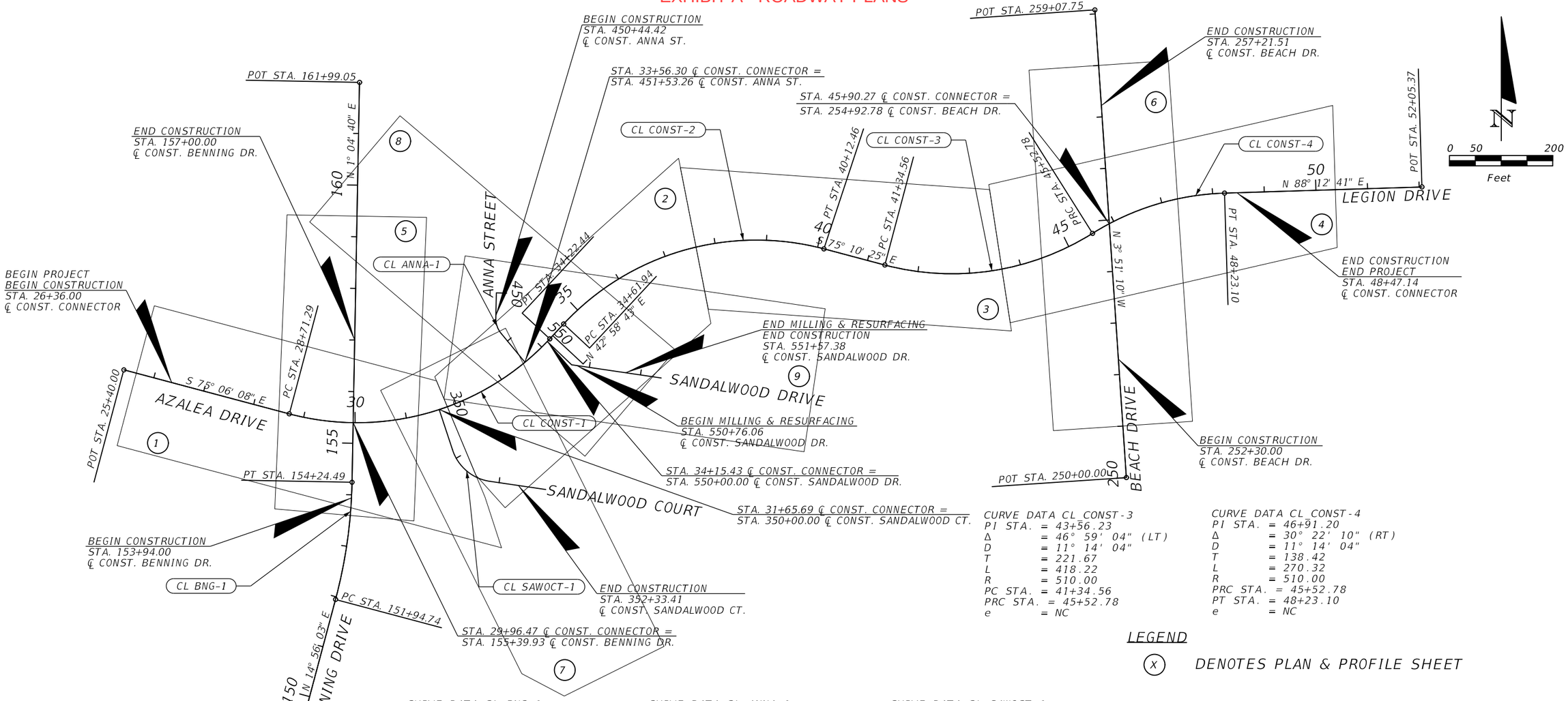
CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

SUMMARY OF DRAINAGE STRUCTURES

SHEET NO. 16

EXHIBIT A - ROADWAY PLANS



CURVE DATA CL_CONST-3
PI STA. = 43+56.23
Δ = 46° 59' 04" (LT)
D = 11° 14' 04"
T = 221.67
L = 418.22
R = 510.00
PC STA. = 41+34.56
PRC STA. = 45+52.78
e = NC

CURVE DATA CL_CONST-4
PI STA. = 46+91.20
Δ = 30° 22' 10" (RT)
D = 11° 14' 04"
T = 138.42
L = 270.32
R = 510.00
PRC STA. = 45+52.78
PT STA. = 48+23.10
e = NC

LEGEND

(X) DENOTES PLAN & PROFILE SHEET

CURVE DATA CL_BNG-1
PI STA. = 153+10.17
Δ = 13° 51' 23" (LT)
D = 6° 01' 52"
T = 115.44
L = 229.75
R = 950.00
PC STA. = 151+94.74
PT STA. = 154+24.49
e = NC

CURVE DATA CL_CONST-1
PI STA. = 31+77.24
Δ = 61° 55' 08" (LT)
D = 11° 14' 04"
T = 305.95
L = 551.15
R = 510.00
PC STA. = 28+71.29
PT STA. = 34+22.44
e = NC

CURVE DATA CL_ANNA-1
PI STA. = 450+65.40
Δ = 41° 05' 47" (LT)
D = 124° 33' 22"
T = 17.24
L = 32.99
R = 46.00
PC STA. = 450+48.15
PT STA. = 450+81.15

CURVE DATA CL_CONST-2
PI STA. = 37+67.46
Δ = 61° 50' 52" (RT)
D = 11° 14' 04"
T = 305.52
L = 550.52
R = 510.00
PC STA. = 34+61.94
PT STA. = 40+12.46
e = NC

CURVE DATA CL_SAWOCT-1
PI STA. = 351+38.12
Δ = 63° 34' 00" (LT)
D = 63° 39' 43"
T = 55.77
L = 99.85
R = 90.00
PC STA. = 350+82.36
PT STA. = 351+82.21

BENCHMARKS

FDOT CONTROL CAP, 5/8" IRON ROD
STA. 25+59.53, 18.65' RT
EL. 18.90'

FDOT 57-00-F01HV, CONC. MONUMENT
STA. 29+73.07, 39.63' RT
EL. 23.89'

FDOT CONTROL CAP, 5/8" IRON ROD
STA. 29+04.35, 453.63' LT
EL. 20.42'

FDOT CONTROL DISK, NAIL
STA. 30+37.95, 387.09' RT
EL. 30.36'

FDOT CONTROL CAP, 5/8" IRON ROD
STA. 32+15.15, 118.72' RT
EL. 14.46'

FDOT CONTROL CAP, 5/8" IRON ROD
STA. 41+73.79, 281.64' RT
EL. 15.85'

FDOT CONTROL CAP, 5/8" IRON ROD
STA. 44+59.33, 418.15' RT
EL. 20.48'

FDOT CONTROL CAP, 5/8" IRON ROD
STA. 47+70.20, 20.03' LT
EL. 17.38'

FDOT CONTROL CAP, 5/8" IRON ROD
STA. 38+92.52, 28.44' RT
EL. 26.54'

FDOT CONTROL DISK, NAIL
STA. 45+27.08, 153.52' RT
EL. 19.63'

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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

EDWIN J. RAMOS, P.E.
P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

PROJECT LAYOUT

SHEET NO. 17

EXHIBIT A - ROADWAY PLANS

GENERAL NOTES

1. THE CONTRACTORS SHALL NOTIFY THE CITY ENGINEER OR DESIGNEE 48 HOURS PRIOR TO CONSTRUCTION.

2. EXISTING FACILITIES SHALL BE RESTORED TO A CONDITION EQUIVALENT TO THAT WHICH EXISTED PRIOR TO COMMENCING CONSTRUCTION, AT NO ADDITIONAL COST TO THE CITY.

3. THE CONTRACTOR SHALL TAKE STEPS NECESSARY TO PREVENT EROSION AND ANY OFFSITE SEDIMENT TRANSPORT RESULTING FROM INCREASED RUNOFF DURING CONSTRUCTION BY PROVIDING SILT FENCE AND/OR STAKED BALES AS REQUIRED BY THE FLORIDA STORMWATER, EROSION, AND SEDIMENT CONTROL INSPECTOR'S MANUAL, 2018 EDITION, OR AS INDICATED ON THE PLANS. ALL EROSION CONTROL MEASURES SHALL REMAIN IN PLACE UNTIL ASSOCIATED DISTURBED AREAS ARE STABILIZED AS TO REDUCE SEDIMENT RUNOFF, UNLESS OTHERWISE DIRECTED BY THE CITY ENGINEER OR DESIGNEE.

4. ANY NECESSARY PERMITS, OTHER THAN THE NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT (NWFWMD) PERMIT, WILL BE THE RESPONSIBILITY OF THE CONTRACTOR. CITY OF DESTIN OR ITS DESIGNEE WILL ASSIST CONTRACTOR WITH REQUIRED PERMITS.

5. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO PRESERVE OR RELOCATE ALL BENCHMARKS (VERTICAL CONTROL) AS NEEDED DURING CONSTRUCTION. ALL PUBLIC OR PRIVATE CORNER MONUMENTATION SHALL BE PROTECTED. IF A PUBLIC OR PRIVATE CORNER MONUMENTATION IS IN DANGER OF BEING DESTROYED AND HAS NOT BEEN PROPERLY REFERENCED, THE CONTRACTOR SHALL NOTIFY THE ENGINEER OR DESIGNEE IMMEDIATELY.

6. IN THE EVENT THAT SURVEY MONUMENTATION OR REFERENCE POINTS ARE MISSING OR HAVE BEEN DESTROYED, PLEASE CONTACT:

   SOUTHEASTERN SURVEYING & MAPPING CORP.
   1130 HIGHWAY 90
   CHIPLEY, FLORIDA 32428
   PH (850) 638-0790

7. EXISTING DRAINAGE FEATURES WITHIN CONSTRUCTION LIMITS SHALL REMAIN AND BE PROTECTED UNLESS OTHERWISE NOTED.

8. THE CONTRACTOR SHALL MATCH EXISTING CONDITIONS AT THE BEGINNING AND END OF CONSTRUCTION AS DIRECTED BY THE CITY ENGINEER OR DESIGNEE.

9. EXISTING STREETS AND DRIVES SHALL BE MAINTAINED TO LOCAL TRAFFIC AND PROPERTY OWNERS.

10. ALL ROADWAY CONSTRUCTION SHALL COMPLY WITH THE FDOT STANDARD PLANS & SPECIFICATIONS, LATEST EDITION.

11. ALL MATERIALS, TESTING AND CONSTRUCTION METHODS SHALL CONFORM TO THE FDOT STANDARD PLANS & SPECIFICATIONS, LATEST EDITION. CONTRACTOR SHALL INCLUDE ANY NECESSARY COSTS IN HIS BID. PROVIDE TEST RESULTS TO THE CITY WEEKLY.

12. EXISTING STREET AND ROAD NAME SIGNS ON THE PROJECT SHALL BE KEPT VISIBLE AT ALL TIMES FOR THE FACILITATION OF ACCESS BY EMERGENCY VEHICLES. ALL OTHER EXISTING SIGNS THAT CONFLICT WITH CONSTRUCTION OPERATIONS SHALL BE TAKEN DOWN AND STOCKPILED WITHIN THE R/W LIMITS BY THE CONTRACTOR AS DIRECTED BY THE CITY ENGINEER OR DESIGNEE. ANY EXISTING SIGNS THAT ARE TO BE RELOCATED AND ARE DAMAGED BEYOND USE BY THE CONTRACTOR SHALL BE REPLACED BY THE CONTRACTOR AT HIS EXPENSE.

13. CONTRACTOR SHALL COMPLY WITH ALL NWFWMD AND FDEP REQUIREMENTS.

14. VEGETATION ON R/W AND EASEMENTS SHALL BE RESTORED TO ORIGINAL CONDITION UNLESS OTHERWISE NOTED ON THE PLAN SHEETS. COST OF SAID RESTORATION SHALL BE CONSIDERED INCIDENTAL TO OTHER PAY ITEMS.

15. MAINTENANCE OF TRAFFIC WILL BE PER FDOT STANDARD PLANS INDEX 102-600 SERIES WHEN NOT INCLUDED IN DETAILED TRAFFIC CONTROL PLAN INCLUDED IN CONSTRUCTION PLANS.

16. ALL EXISTING MAILBOXES INTERFERING WITH NEW CONSTRUCTION SHALL BE RELOCATED OR REPLACED BY THE CONTRACTOR IN ACCORDANCE WITH FDOT STANDARD PLANS INDEX 110-200 AND UNITED STATES POSTAL SERVICE REQUIREMENTS.

17. ALL SIDEWALKS, RAMPS, DRIVEWAYS, WILL BE BUILT USING LATEST EDITION OF THE FDOT STANDARD PLANS.

18. THE LOCATION SHOWN FOR EXISTING UNDERGROUND UTILITIES IS APPROXIMATE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK IN EACH AREA. THE CONTRACTOR AGREES TO BE COMPLETELY RESPONSIBLE FOR ALL DAMAGES WHICH MIGHT OCCUR BY HIS FAILURE TO EXACTLY LOCATE AND PRESERVE ALL UTILITIES.

19. THE LOCATION(S) OF THE UTILITIES SHOWN IN THE PLANS (INCLUDING THOSE DESIGNATED VV, VH, AND VVH) ARE BASED ON LIMITED INVESTIGATION TECHNIQUES AND SHOULD BE CONSIDERED APPROXIMATE ONLY. THE VERIFIED LOCATIONS/ELEVATIONS APPLY ONLY AT THE POINTS SHOWN. INTERPOLATIONS BETWEEN THESE POINTS HAVE NOT BEEN VERIFIED.

20. UTILITY OWNERS SHALL BE NOTIFIED AT LEAST TWO FULL BUSINESS DAYS PRIOR TO ANY CONSTRUCTION SO THAT THE UTILITY OWNER CAN SPOT VERIFY AND/OR EXPOSE THEIR UTILITIES.

    KNOWN UTILITIES OWNERS INCLUDE:

    SEWER/WATER - DESTIN WATER USERS, INC.
    MONICA WALLIS
    PH: (850) 337-3945

    ELECTRIC - FLORIDA POWER & LIGHT
    BERNARD JOHNSON
    PH: (850) 244-4721

    NATURAL GAS - OKALOOSA GAS DISTRICT
    LARS SULLIVAN
    PH: (850) 974-7015

    TELEPHONE - CENTURYLINK
    AMBER GILSON
    PH: (850) 815-3131

    OKALOOSA COUNTY TRAFFIC SIGNAL SYSTEM
    RANDY SHOWERS
    PH: (850) 609-6181

    TELEPHONE - AT&T FLORIDA
    TOM MANNING
    PH: (850) 623-3521

    CABLE - COX COMMUNICATIONS SOUTHEAST
    ROGER DIXON
    PH: (850) 314-8163

21. ALL STORMWATER PIPES TO BE HIGH PERFORMANCE POLYPROPYLENE, OR APPROVED EQUIVALENT MATERIAL, UNLESS OTHERWISE NOTED IN THE CONSTRUCTION PLANS.

22. BENCHMARK ELEVATIONS SHOWN ON THE PLANS ARE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88).

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

EDWIN J. RAMOS, P.E.
P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

GENERAL NOTES

SHEET NO. 18

EXHIBIT A - ROADWAY PLANS

POINT OF INTERSECTION		
	STATION	ELEVATION
A	29+80.79	24.68'
B	29+80.14	24.14'
C	30+11.86	24.83'
D	30+13.14	24.02'

CAUTION: GAS LINE WITHIN R/W

BEGIN PROJECT
BEGIN CONSTRUCTION
STA. 26+36.00

CURVE DATA CL CONST-1
PI STA. = 31+77.24
Δ = 61° 55' 08" (LT)
D = 11° 14' 04"
T = 305.95
L = 551.15
R = 510.00
PC STA. = 28+71.29
PT STA. = 34+22.44
e = NC

CURVE DATA CL SAWOCT-1
PI STA. = 351+38.12
Δ = 63° 34' 00" (LT)
D = 63° 39' 43"
T = 55.77
L = 99.85
R = 90.00
PC STA. = 350+82.36
PT STA. = 351+82.21

LEGEND
DETECTABLE WARNINGS

SEE BENNING DRIVE PLAN & PROFILE

BEGIN PROJECT
BEGIN CONSTRUCTION
BEGIN PROFILE
STA. 26+36.00

K = 82
265' V.C.

PAVT. CROSS SLOPE TRANSITION
EB LANE -0.02 TO +0.024

PAVT. CROSS SLOPE TRANSITION
WB LANE -0.02 TO -0.022

PAVT. CROSS SLOPE TRANSITION
EB LANE +0.024 TO -0.02

PAVT. CROSS SLOPE TRANSITION
WB LANE -0.021 TO -0.02

PROFILE GRADE

EXIST. GROUND LINE
@ ℄ CONST. CONNECTOR

(-) 0.400% (+) 2.350% (+) 2.850% (+) 2.000% (-) 2.000% (-) 2.300%

SCALE: 1" = 50' HORIZONTAL
1" = 5' VERTICAL

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

EDWIN J. RAMOS, P.E.
P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32819

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

PLAN & PROFILE (1)
DESTIN CONNECTOR

SHEET NO. 19

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

EXHIBIT A - ROADWAY PLANS

STA. 33+56.30 ℄ CONST. CONNECTOR = STA. 451+53.26 ℄ CONST. ANNA ST.

CURVE DATA CL_CONST-1
PI STA. = 31+77.24
Δ = 61° 55' 08" (LT)
D = 11° 14' 04"
T = 305.95
L = 551.15
R = 510.00
PC STA. = 28+71.29
PT STA. = 34+22.44
e = NC

CURVE DATA CL_ANNA-1
PI STA. = 450+65.40
Δ = 41° 05' 47" (LT)
D = 124° 33' 22"
T = 17.24
L = 32.99
R = 46.00
PC STA. = 450+48.15
PT STA. = 450+81.15
e = NC

CURVE DATA CL_CONST-2
PI STA. = 37+67.46
Δ = 61° 50' 52" (RT)
D = 11° 14' 04"
T = 305.52
L = 550.52
R = 510.00
PC STA. = 34+61.94
PT STA. = 40+12.46
e = NC

CURVE DATA CL_SAWOCT-1
PI STA. = 351+38.12
Δ = 63° 34' 00" (LT)
D = 63° 39' 43"
T = 55.77
L = 99.85
R = 90.00
PC STA. = 350+82.36
PT STA. = 351+82.21

LEGEND
MILLING AND RESURFACING
DETECTABLE WARNINGS

0 10 50 Feet

SCALE: 1" = 50' HORIZONTAL
1" = 5' VERTICAL

K = 63
250' V.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

EDWIN J. RAMOS, P.E.
P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32819

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

PLAN & PROFILE (2)
DESTIN CONNECTOR

SHEET NO. 20

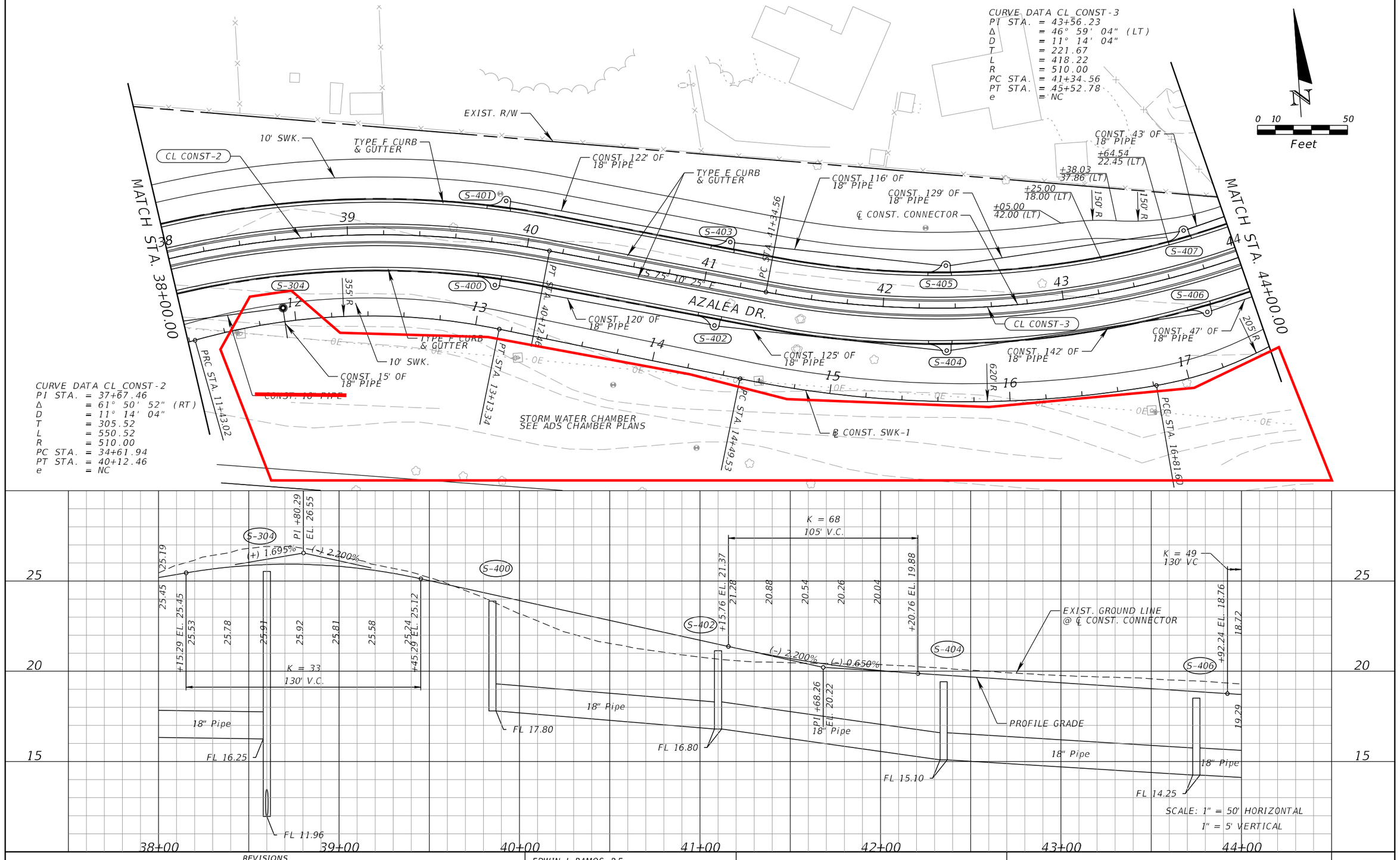
THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

EXHIBIT A - ROADWAY PLANS

CURVE DATA CL CONST-3
PI STA. = 43+56.23
Δ = 46° 59' 04" (LT)
D = 11° 14' 04"
T = 221.67
L = 418.22
R = 510.00
PC STA. = 41+34.56
PT STA. = 45+52.78
e = NC

CURVE DATA CL CONST-2
PI STA. = 37+67.46
Δ = 61° 50' 52" (RT)
D = 11° 14' 04"
T = 305.52
L = 550.52
R = 510.00
PC STA. = 34+61.94
PT STA. = 40+12.46
e = NC

0 10 50
Feet



SCALE: 1" = 50' HORIZONTAL
1" = 5' VERTICAL

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

EDWIN J. RAMOS, P.E.
P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32819

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

PLAN & PROFILE (3)
DESTIN CONNECTOR

SHEET NO. 21

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

EXHIBIT A - ROADWAY PLANS

CURVE DATA CL CONST-3
PI STA. = 43+56.23
Δ = 46° 59' 04" (LT)
D = 11° 14' 04"
T = 221.67
L = 418.22
R = 510.00
PC STA. = 41+34.56
PT STA. = 45+52.78
e = NC

SEE BEACH DRIVE PLAN & PROFILE

STA. 45+90.27 ℄ CONST. CONNECTOR = STA. 254+92.78 ℄ CONST. BEACH DR.

MATCH STA. 44+00.00

AZALEA DR.

BEACH DR.

LEGION DR.

CONST. 140' OF 18" PIPE
CONST. 32' OF 18" PIPE
CONST. 82' OF 18" PIPE
CONST. 43' OF 24" PIPE
CONST. 18" PIPE
CONST. 43' OF 24" PIPE
CONST. 31' OF 18" PIPE
CONST. 104' OF 18" PIPE
CONST. 114' OF 18" PIPE
CONST. 46' OF 24" PIPE
CONST. 61' OF 24" PIPE

4' SWK.
10' SWK.
10' SWK.

CL CONST-3
CL CONST-4
℄ CONST. CONNECTOR
℄ CONST. BEACH DR.
℄ CONST. SWK-1

REMOVE EXIST. INLETS EX-2 & EX-3 & FRENCH DRAIN 10' SWK. CONST. 89' OF 18" PIPE

REMOVE EXIST. FRENCH DRAIN. PLUG N OPENING IN EX-5 AND S OPENING IN EX-4 WITH MASONRY PLUG. INLETS EX-4 & EX-5 TO REMAIN & BE PROTECTED.

END PROJECT
END CONSTRUCTION
STA. 48+47.14

EXIST. R/W

SEE NOTE THIS SHEET

CONCRETE TRAFFIC SEPARATOR TYPE I OPTION II

NOTE: EXISTING SANITARY MANHOLE TO REMAIN AND BE PROTECTED. MANHOLE TOP MAY HAVE TO BE ADJUSTED FOR PROPOSED DRIVEWAY FLARE. CURB INLET S-508 MAY BE FIELD ADJUSTED AS NEEDED TO AVOID IMPACTING SANITARY MANHOLE.

CURVE DATA CL CONST-4
PI STA. = 46+91.20
Δ = 30° 22' 10" (RT)
D = 11° 14' 04"
T = 138.42
L = 270.32
R = 510.00
PC STA. = 45+52.78
PT STA. = 48+23.10

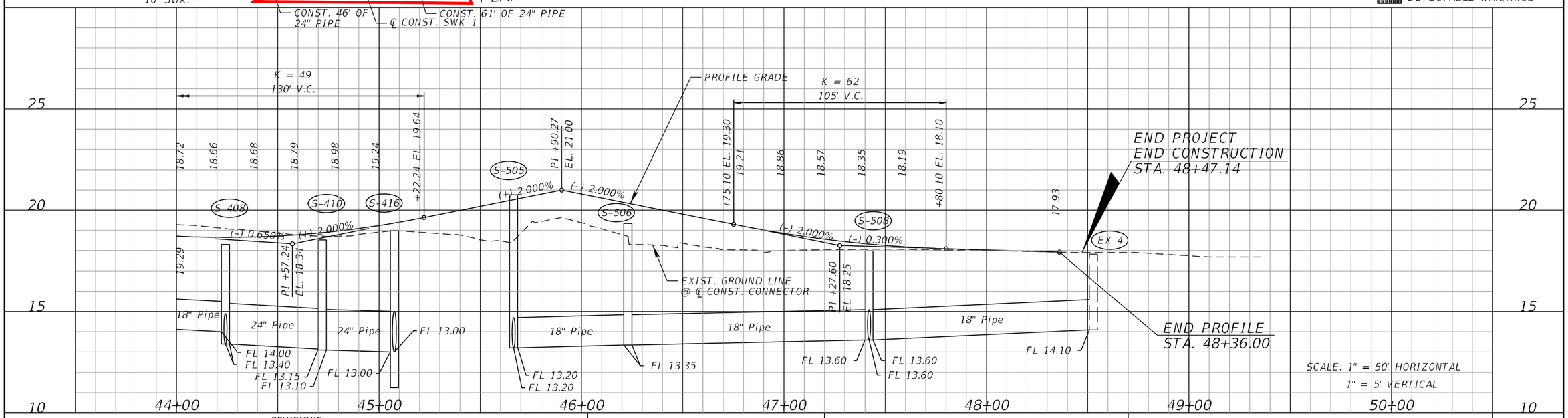
CAUTION: GAS LINE WITHIN R/W

SEE INTERSECTION DETAIL SHEET FOR ADDITIONAL DETAILS

LEGEND
DETECTABLE WARNINGS

N

0 10 50
Feet



SCALE: 1" = 50' HORIZONTAL
1" = 5' VERTICAL

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

EDWIN J. RAMOS, P.E.
P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32819

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

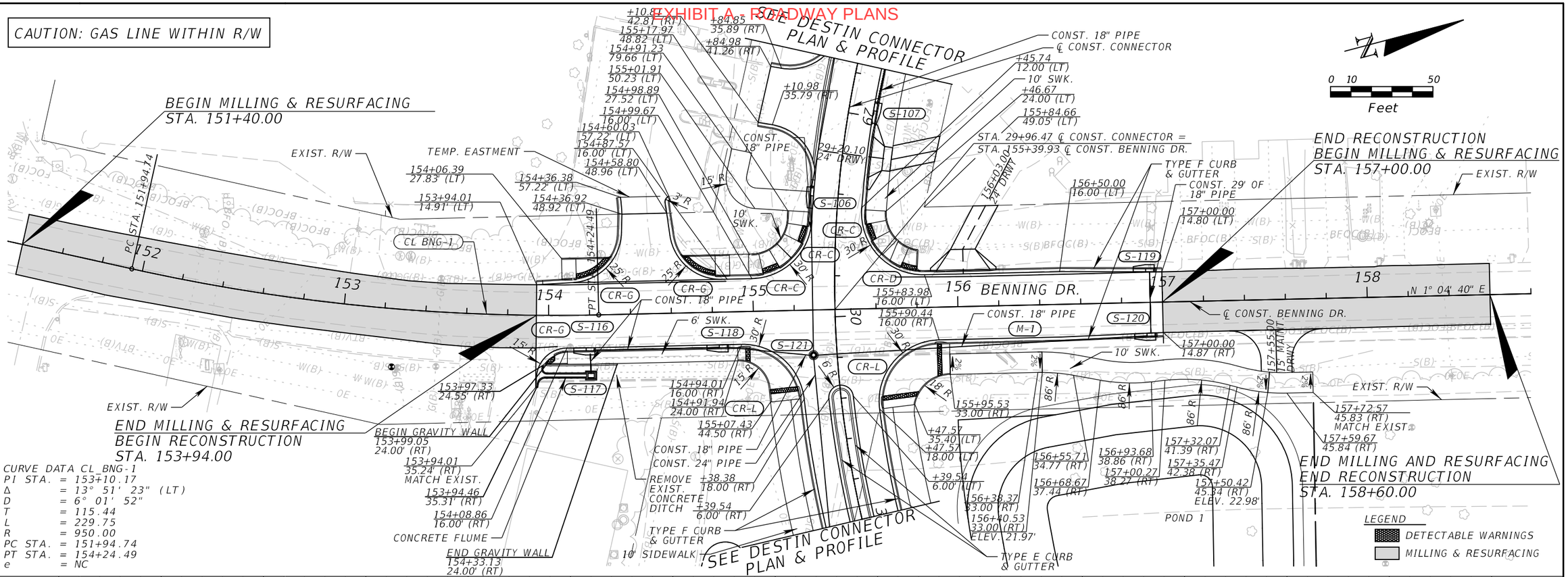
PLAN & PROFILE (4)
DESTIN CONNECTOR

SHEET NO. 22

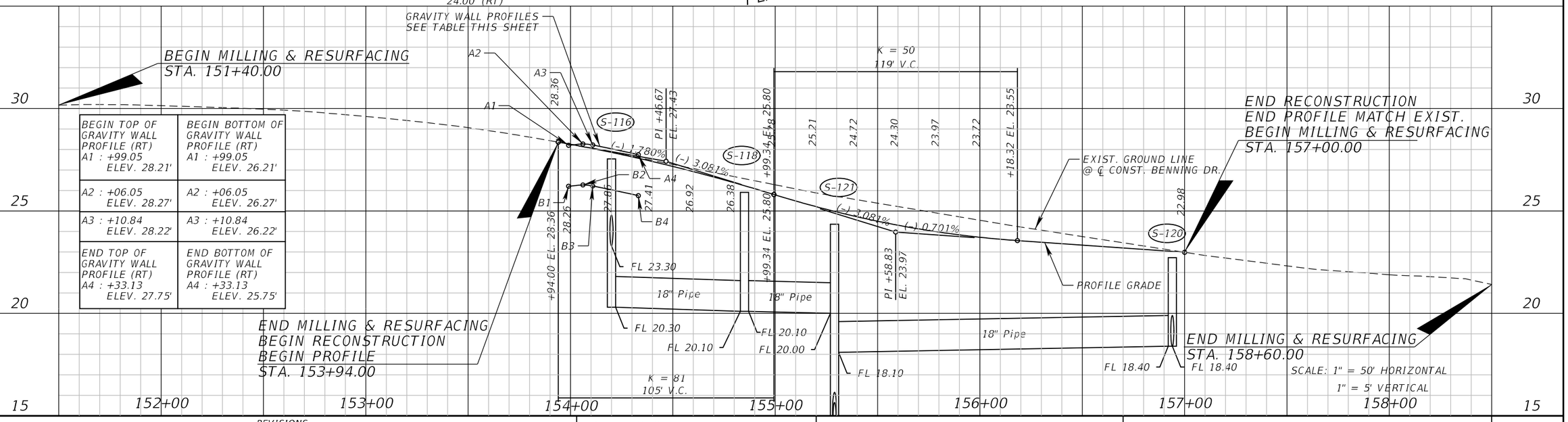
THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

EXHIBIT A - ROADWAY PLANS

CAUTION: GAS LINE WITHIN R/W



CURVE DATA CL BNG-1
PI STA. = 153+10.17
Δ = 13° 51' 23" (LT)
D = 6° 01' 52"
T = 115.44
L = 229.75
R = 950.00
PC STA. = 151+94.74
PT STA. = 154+24.49
e = NC



BEGIN TOP OF GRAVITY WALL PROFILE (RT)	BEGIN BOTTOM OF GRAVITY WALL PROFILE (RT)
A1 : +99.05 ELEV. 28.21'	A1 : +99.05 ELEV. 26.21'
A2 : +06.05 ELEV. 28.27'	A2 : +06.05 ELEV. 26.27'
A3 : +10.84 ELEV. 28.22'	A3 : +10.84 ELEV. 26.22'
END TOP OF GRAVITY WALL PROFILE (RT)	END BOTTOM OF GRAVITY WALL PROFILE (RT)
A4 : +33.13 ELEV. 27.75'	A4 : +33.13 ELEV. 25.75'

REVISIONS

DATE	DESCRIPTION	DATE	DESCRIPTION

EDWIN J. RAMOS, P.E.
P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

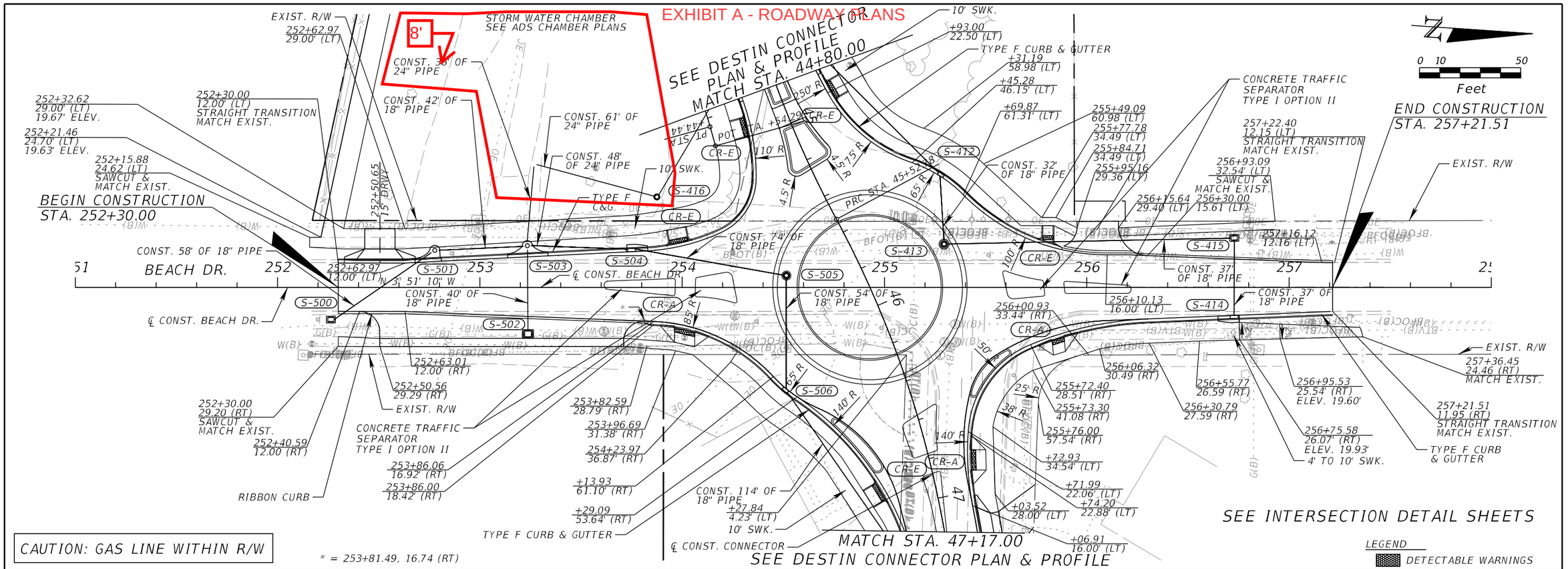
COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

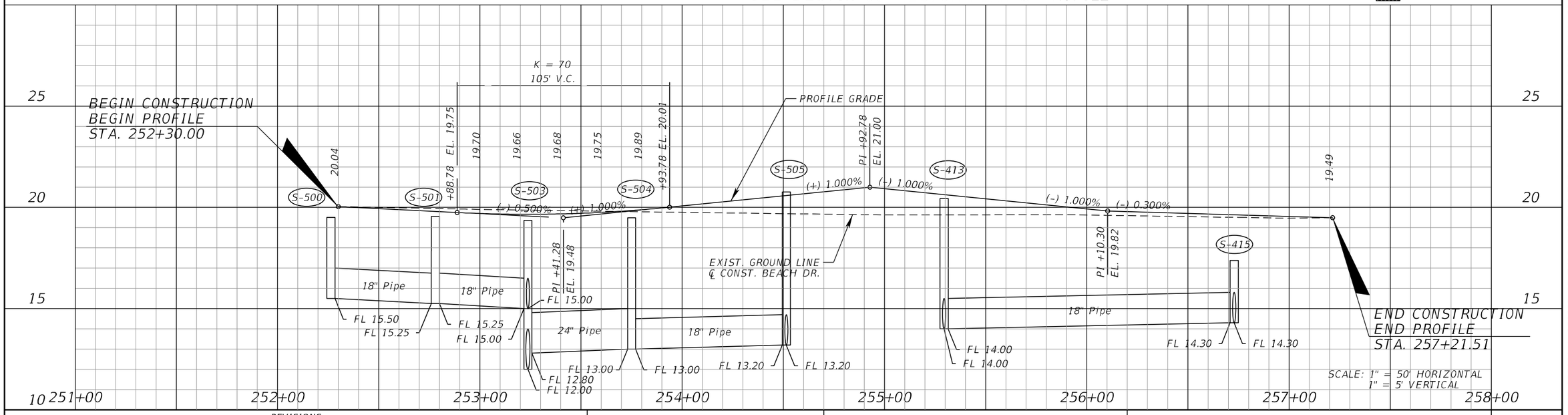
PLAN & PROFILE (5)
BENNING DRIVE

SHEET NO. 23

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

EXHIBIT A - ROADWAY PLANS





REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

EDWIN J. RAMOS, P.E.
P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

PLAN & PROFILE (6)
BEACH DRIVE

SHEET NO. 24

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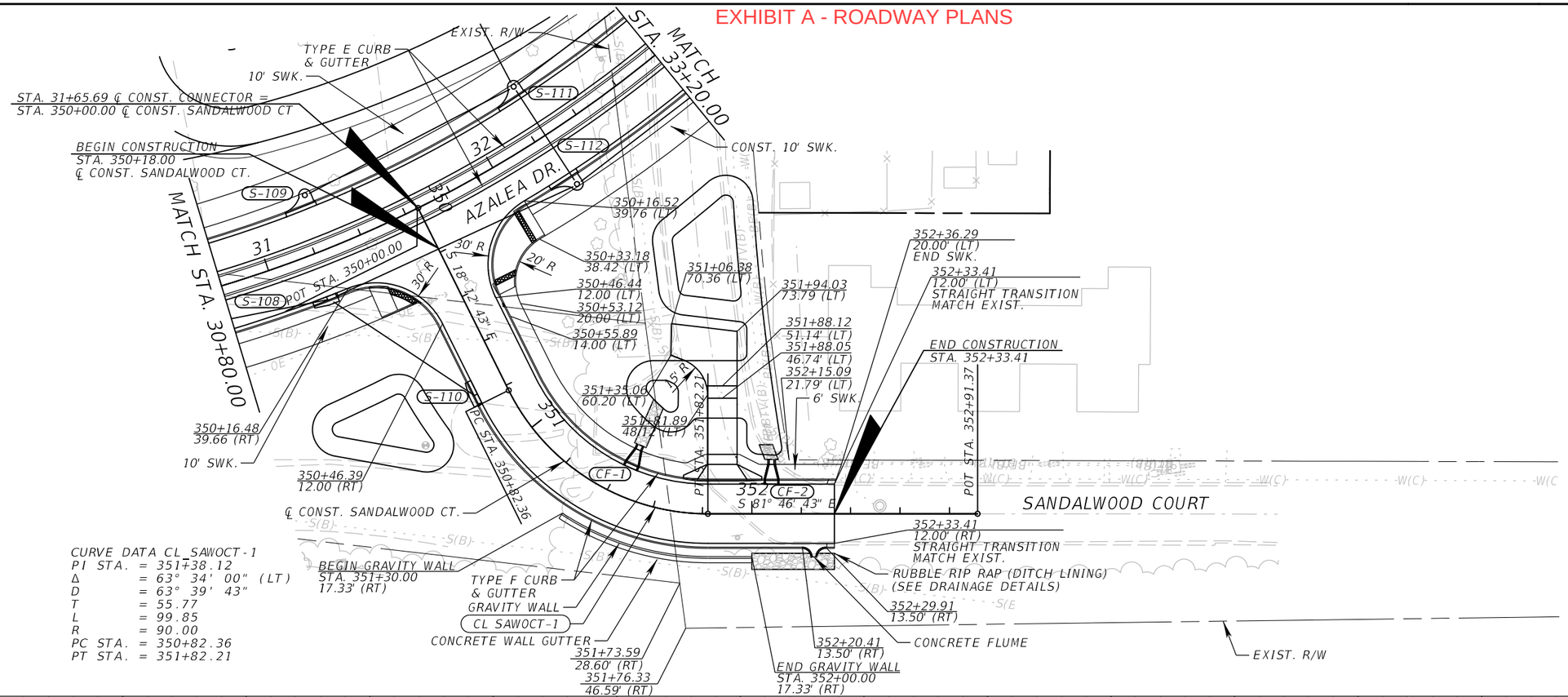
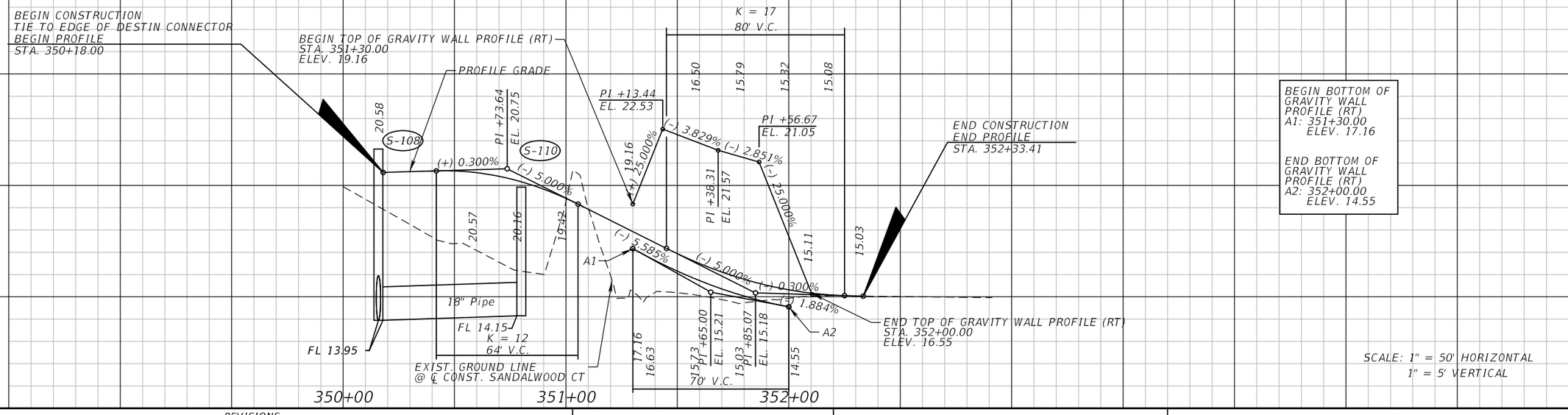
EXHIBIT A - ROADWAY PLANS



CURVE DATA CL_SAWOCT-1
PI STA. = 351+38.12
Δ = 63° 34' 00" (LT)
D = 63° 39' 43"
T = 55.77
L = 99.85
R = 90.00
PC STA. = 350+82.36
PT STA. = 351+82.21



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

EDWIN J. RAMOS, P.E.
P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

PLAN & PROFILE (7)
SANDALWOOD CT

SHEET NO. 25

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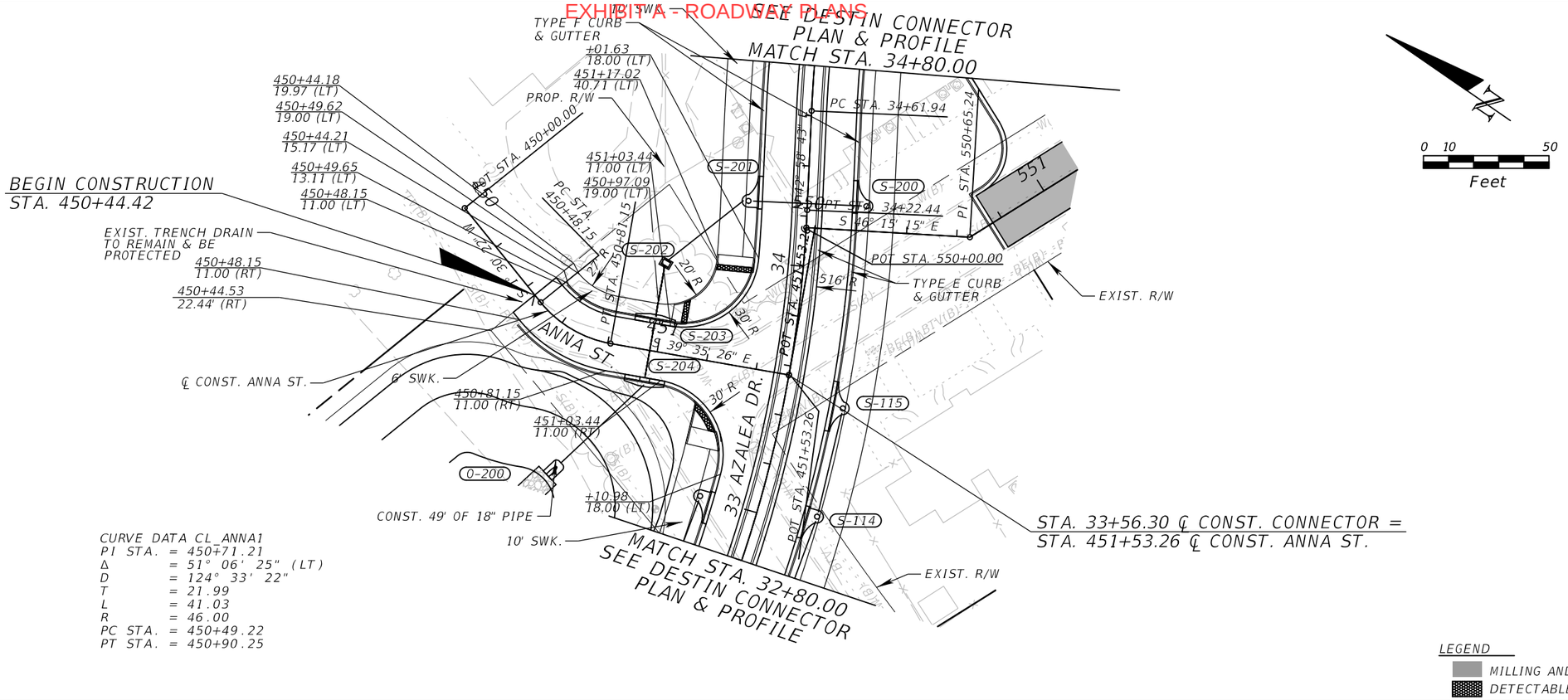
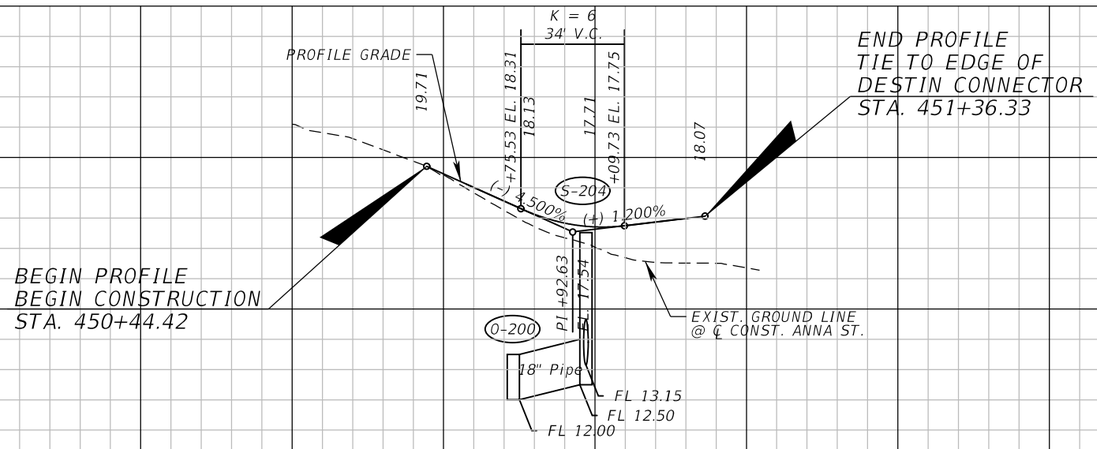
EXHIBIT A - ROADWAY PLANS



CURVE DATA CL ANNA1
PI STA. = 450+71.21
Δ = 51° 06' 25" (LT)
D = 124° 33' 22"
T = 21.99
L = 41.03
R = 46.00
PC STA. = 450+49.22
PT STA. = 450+90.25

LEGEND
- MILLING AND RESURFACING
- DETECTABLE WARNINGS



SCALE: 1" = 50' HORIZONTAL
1" = 5' VERTICAL

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

EDWIN J. RAMOS, P.E.
P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

PLAN & PROFILE (8)
ANNA STREET

SHEET NO. 26

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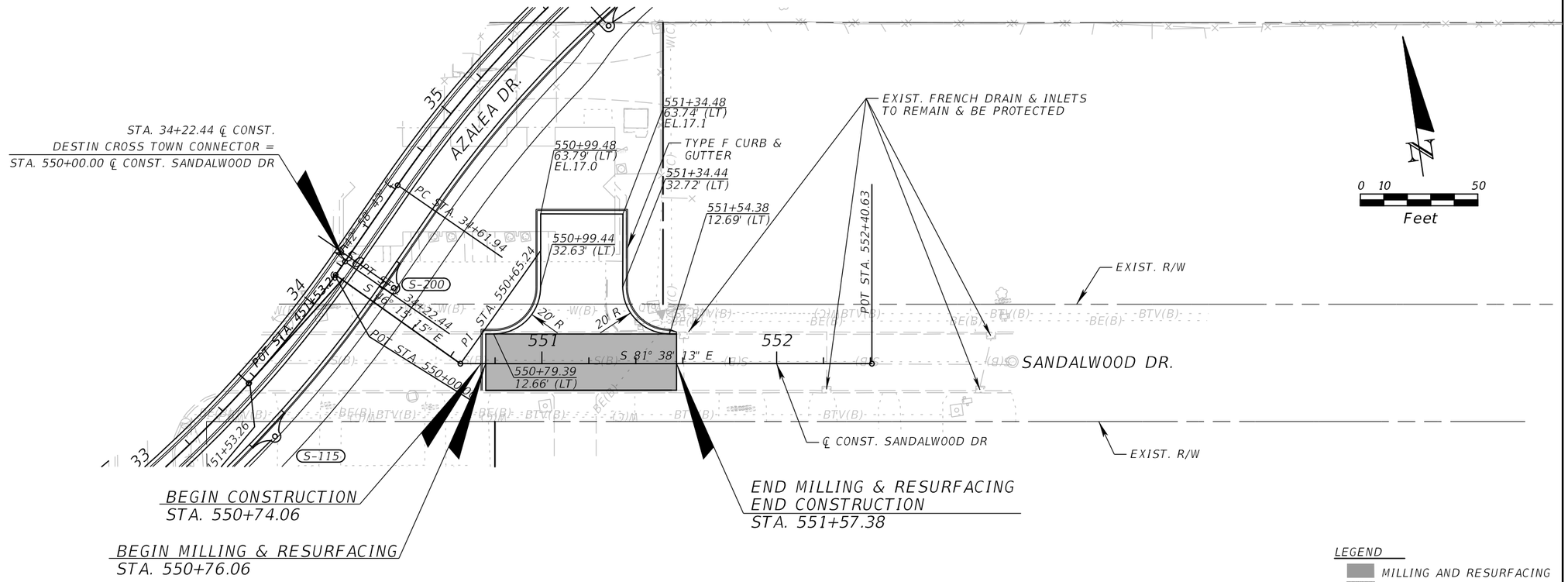
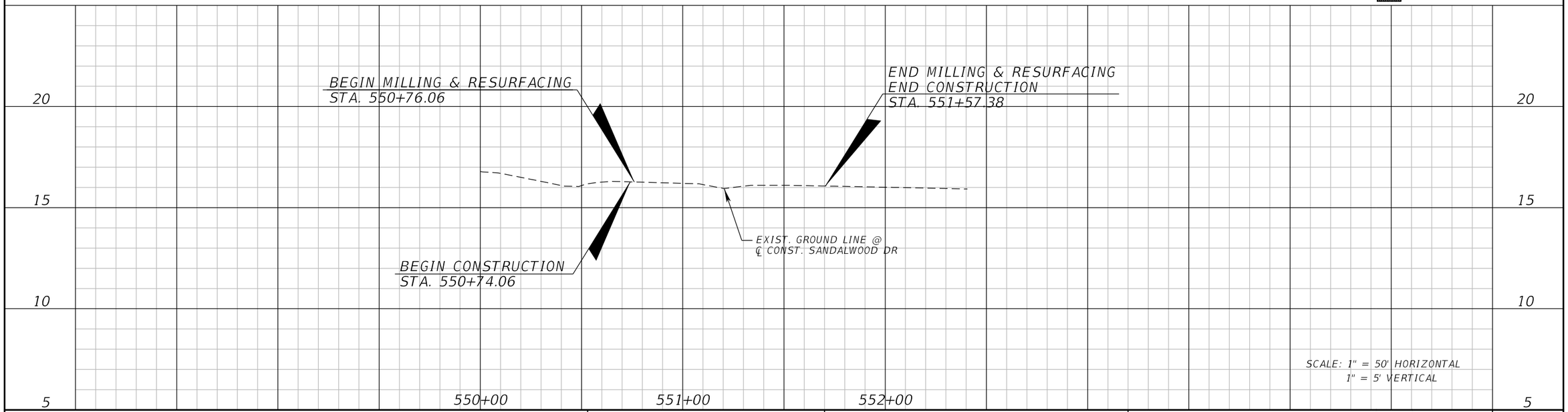
EXHIBIT A - ROADWAY PLANS





REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

EDWIN J. RAMOS, P.E.
P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

PLAN & PROFILE (9)
SANDALWOOD DR

SHEET NO. 27

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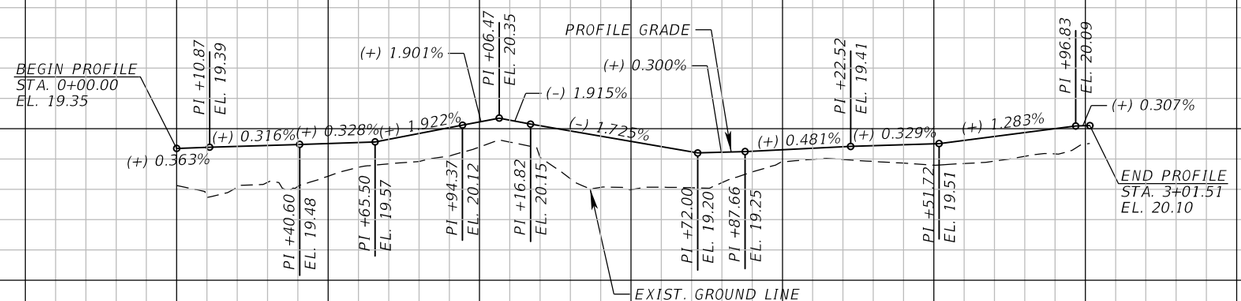
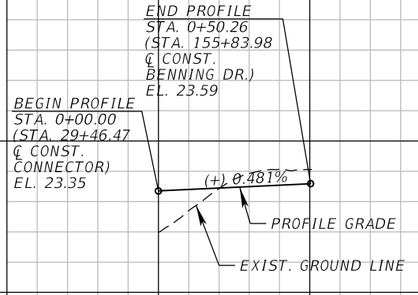
EXHIBIT A - ROADWAY PLANS

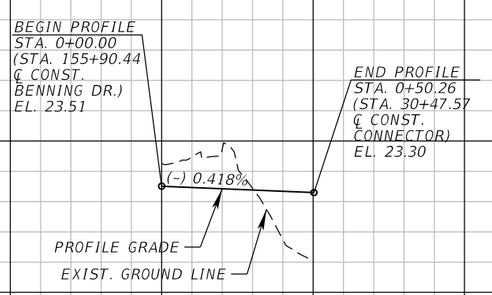
INSCRIBED CIRCLE PROFILE



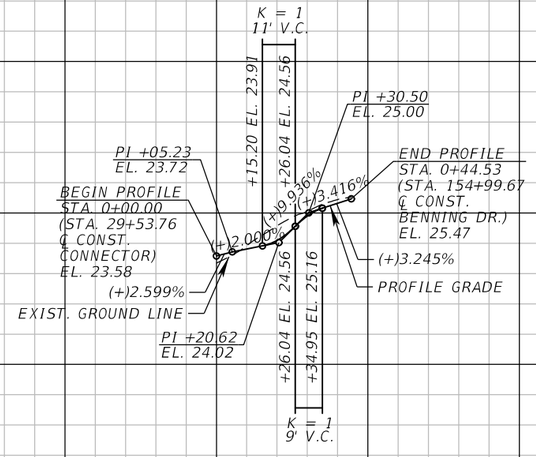
BENNING DR. – NW CORNER CURB RETURN PROFILE



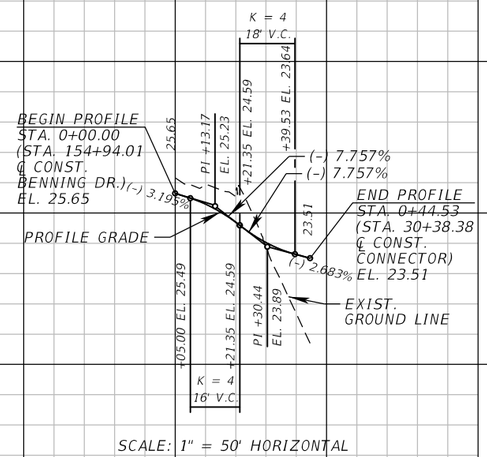
BENNING DR. – NE CORNER CURB RETURN PROFILE



BENNING DR. – SW CORNER CURB RETURN PROFILE



BENNING DR. – SE CORNER CURB RETURN PROFILE



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

EDWIN J. RAMOS, P.E.
P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

SPECIAL PROFILES

SHEET NO. 28

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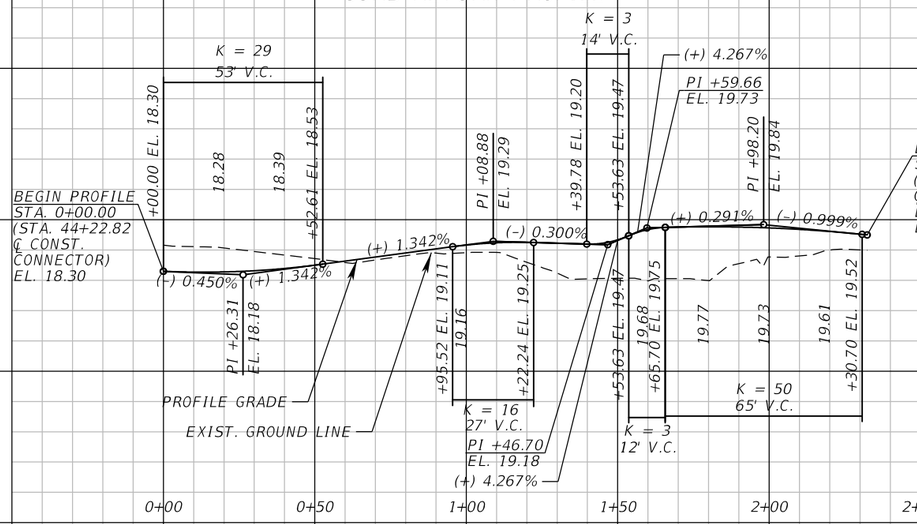
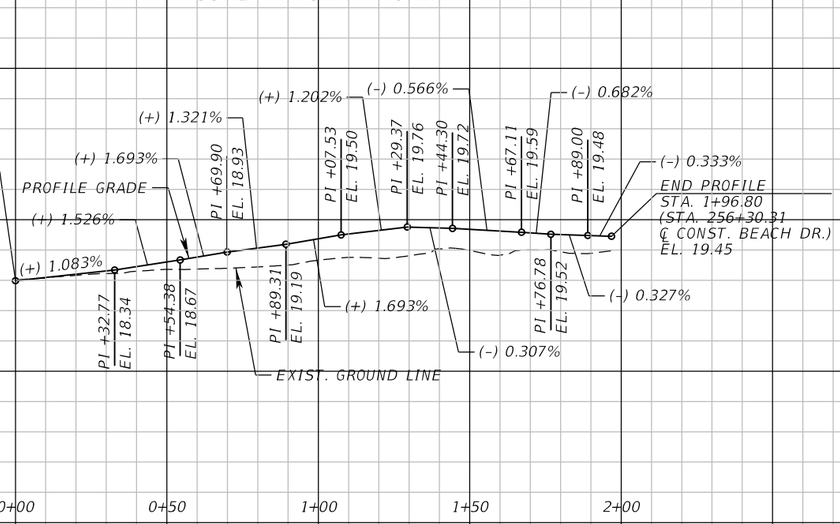
EXHIBIT A - ROADWAY PLANS

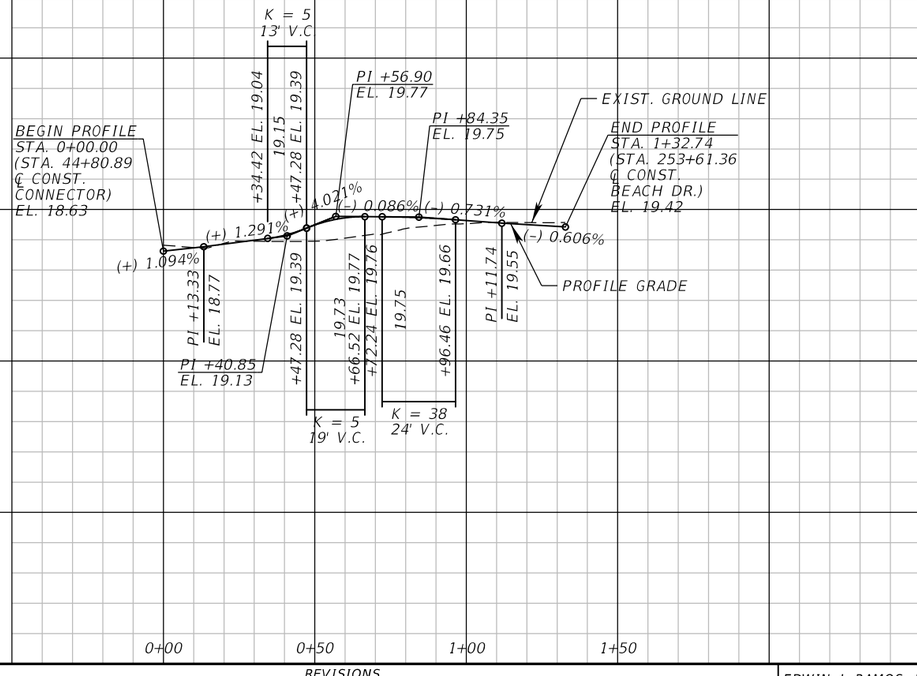
BEACH DR. – NW CORNER CURB RETURN PROFILE



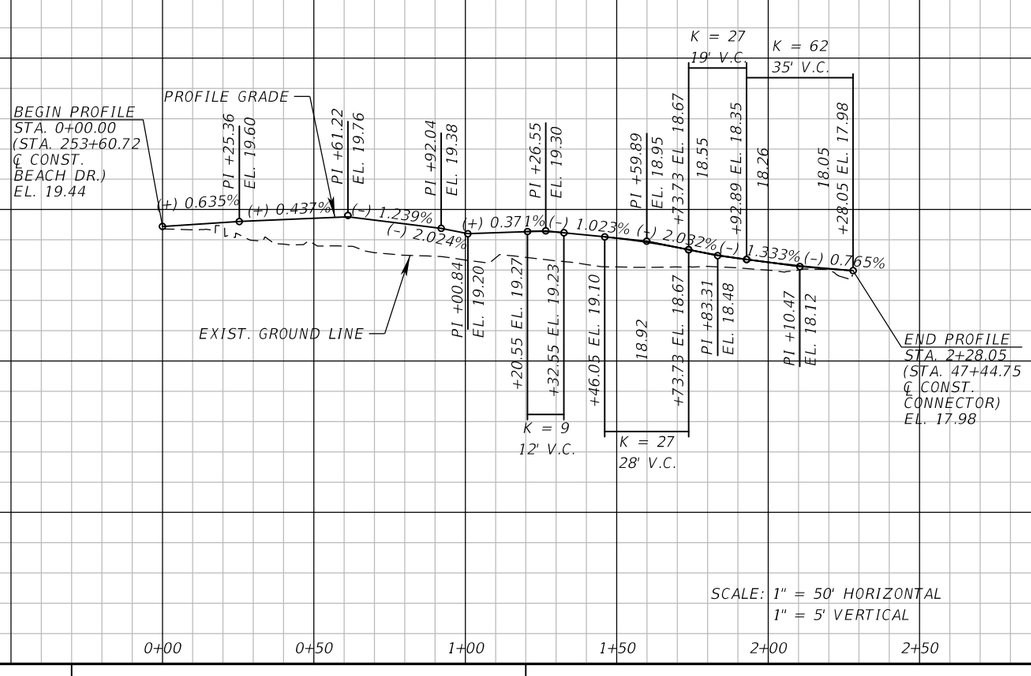
BEACH DR. – NE CORNER CURB RETURN PROFILE



BEACH DR. – SW CORNER CURB RETURN PROFILE



BEACH DR. – SE CORNER CURB RETURN PROFILE



SCALE: 1" = 50' HORIZONTAL
1" = 5' VERTICAL

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

EDWIN J. RAMOS, P.E.
P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

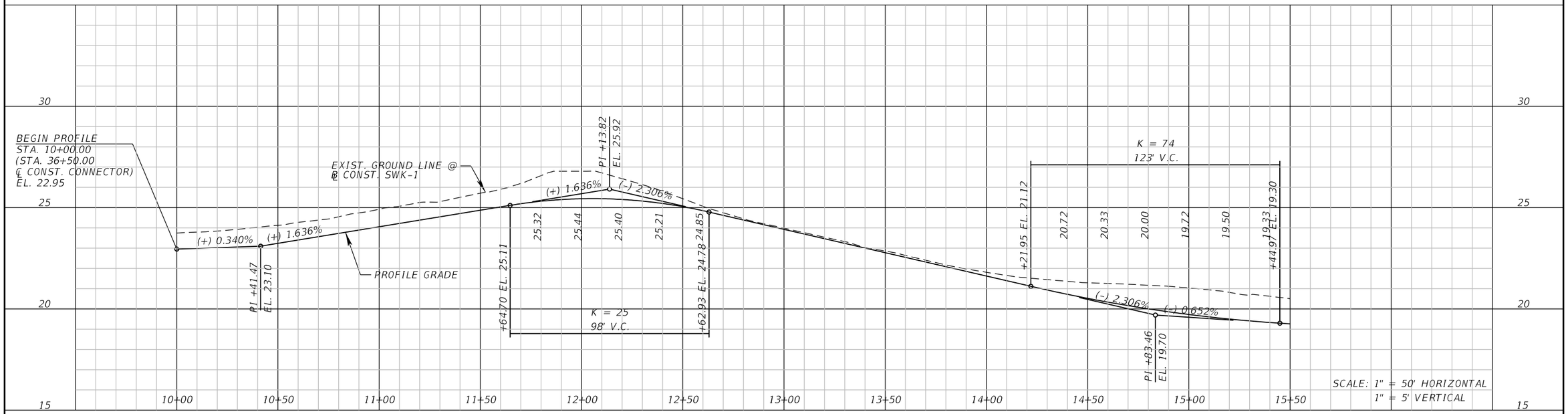
COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

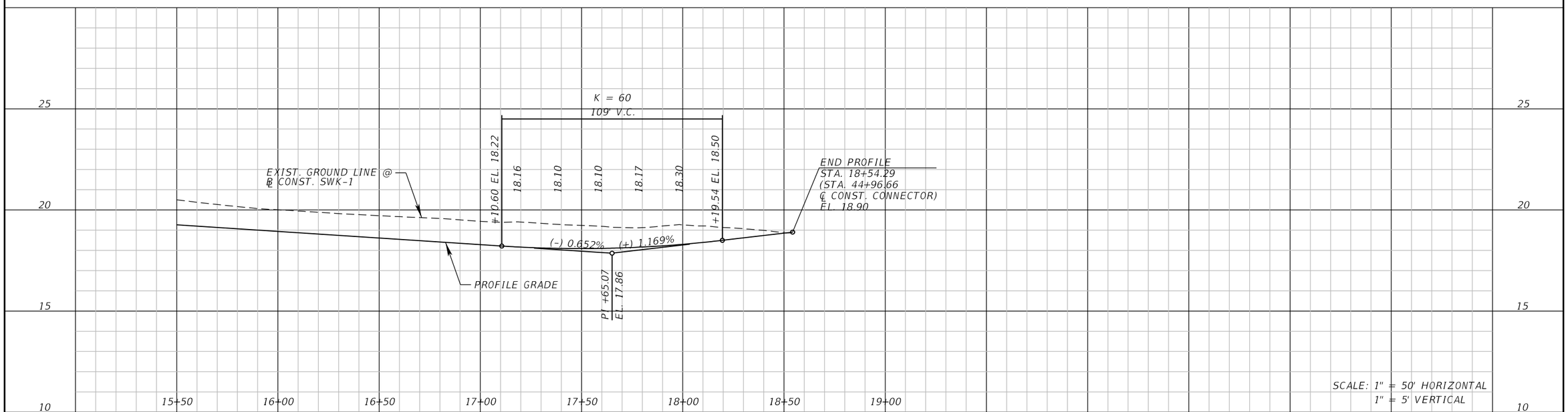
SPECIAL PROFILES

SHEET NO. 29

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

EXHIBIT A - ROADWAY PLANS





SIDEWALK 1

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

EDWIN J. RAMOS, P.E.
P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

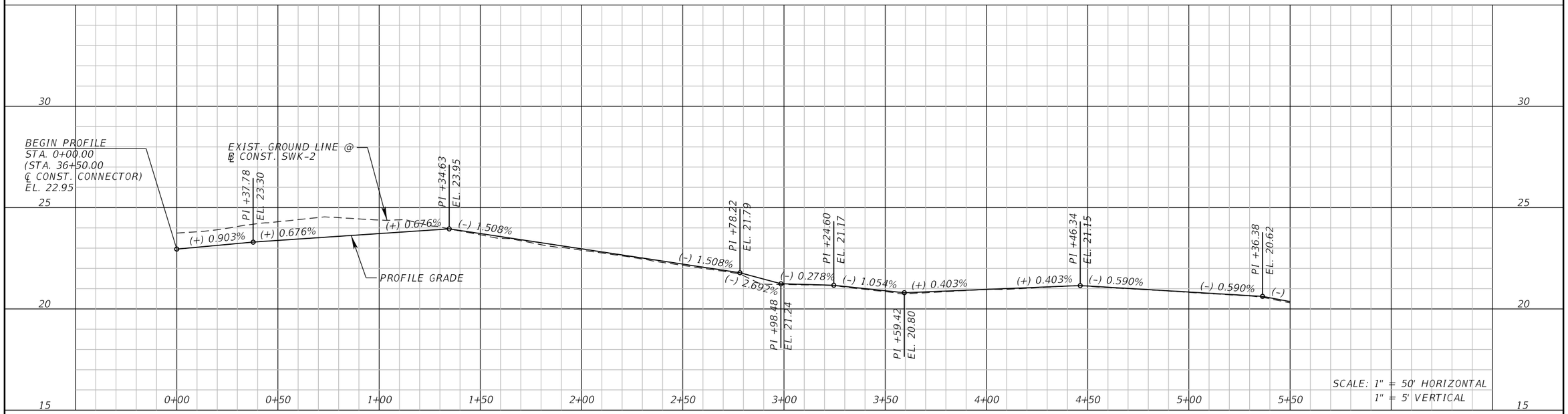
CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

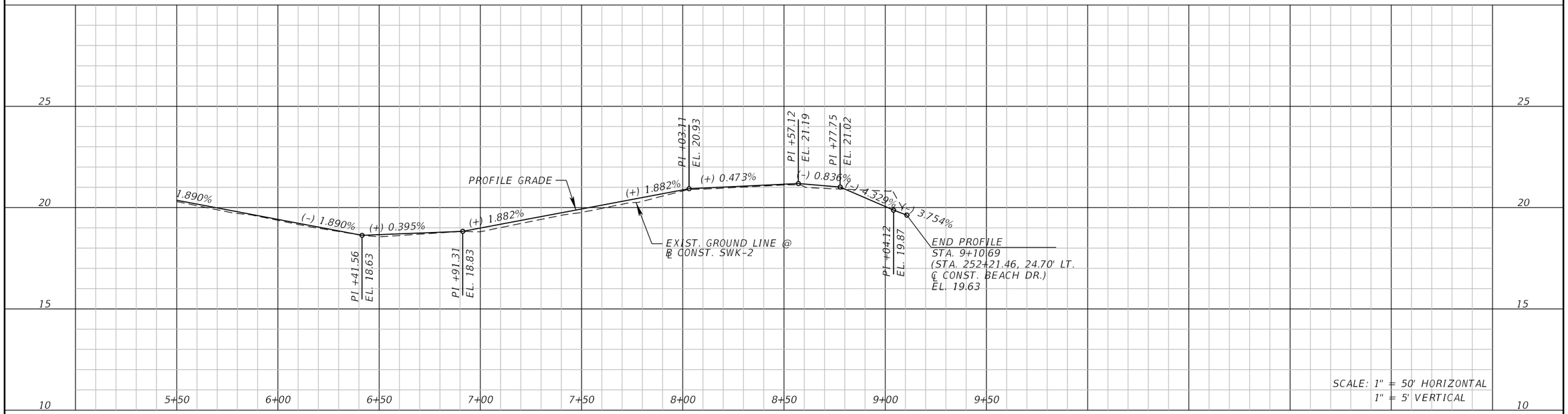
BACK OF SIDEWALK PROFILES

SHEET NO. 30

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



SEE POND 2 DETAIL FOR ℄ CONST. SWK-2 IN PLAN VIEW.



SEE POND 2 DETAIL FOR ℄ CONST. SWK-2 IN PLAN VIEW.

SIDEWALK 2

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

EDWIN J. RAMOS, P.E.
P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

BACK OF SIDEWALK PROFILES

SHEET NO. 31

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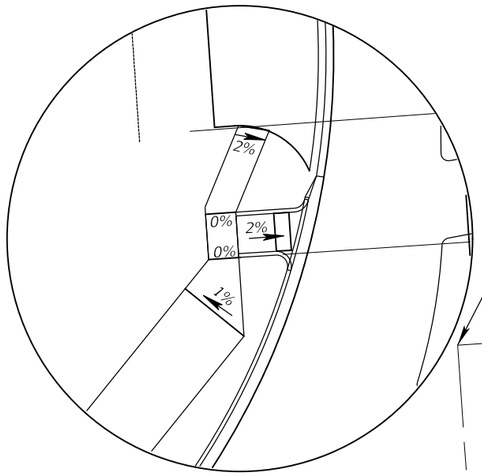
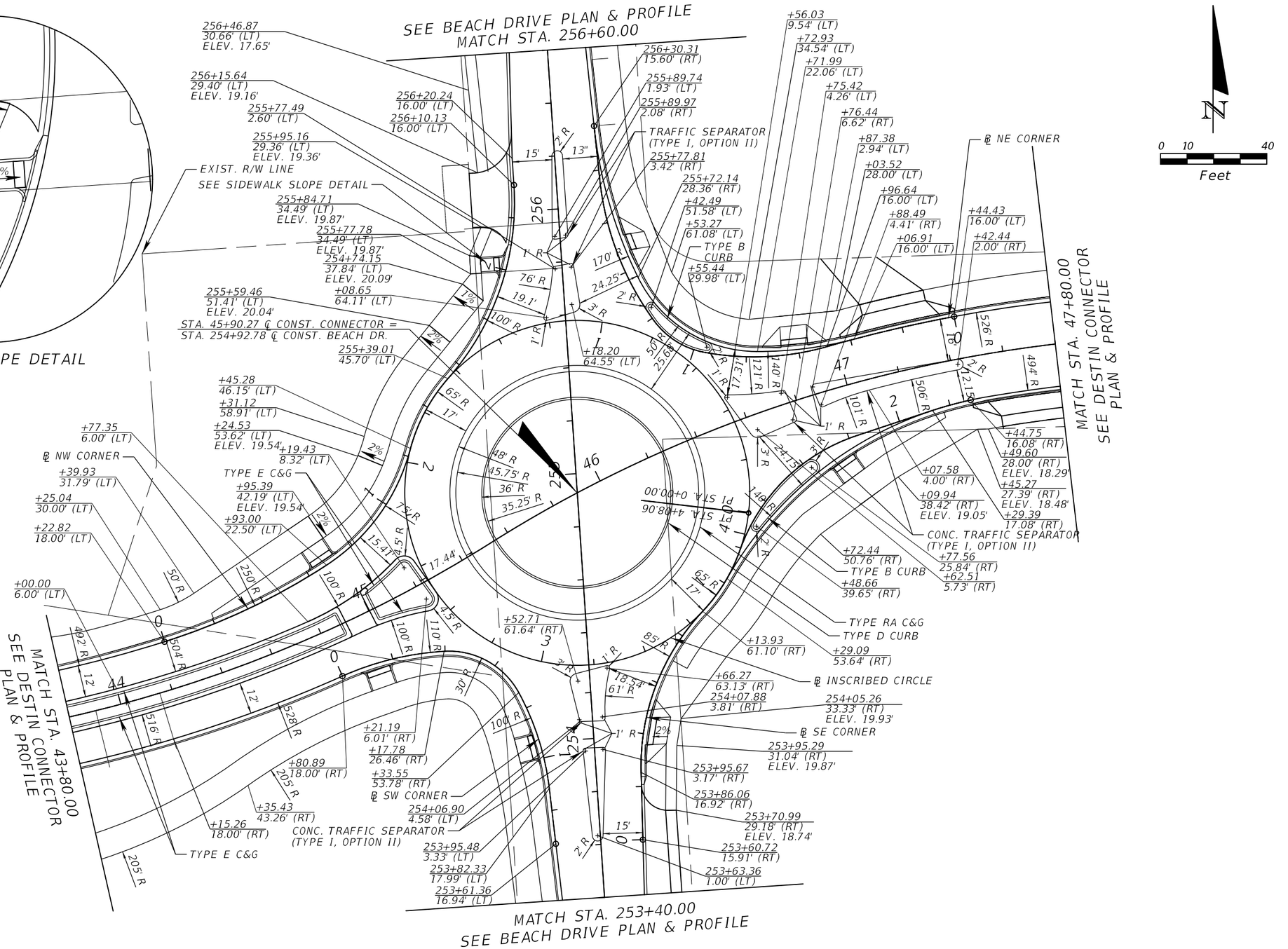
EXHIBIT A - ROADWAY PLANS



SIDEWALK SLOPE DETAIL



THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

EDWIN J. RAMOS, P.E.
P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

INTERSECTION DETAILS BEACH AND LEGION (1)

SHEET NO. 32

CURVE DATA

℄ INSCRIBED CIRCLE

CURVE DATA INSCRIBED_CL
PI STA. = 0+00.00
Δ = 360° 00' 00" (LT)
D = 88° 08' 50"
T = 0.00
L = 408.41
R = 65.00
PC STA. = 0+00.00
PT STA. = 4+08.41

℄ NE CORNER

CURVE DATA NE_CORNER1_1
PI STA. = 0+24.66
Δ = 5° 22' 08" (LT)
D = 10° 53' 34"
T = 24.66
L = 49.29
R = 526.00
PC STA. = 0+00.00
PT STA. = 0+49.29

CURVE DATA NE_CORNER1_2
PI STA. = 0+73.22
Δ = 26° 55' 04" (RT)
D = 57° 17' 45"
T = 23.93
L = 46.98
R = 100.00
PC STA. = 0+49.29
PT STA. = 0+96.27

CURVE DATA NE_CORNER1_3
PI STA. = 1+01.97
Δ = 21° 30' 01" (RT)
D = 190° 59' 09"
T = 5.70
L = 11.26
R = 30.00
PC STA. = 0+96.27
PT STA. = 1+07.53

CURVE DATA NE_CORNER1_4
PI STA. = 1+13.22
Δ = 21° 30' 01" (RT)
D = 190° 59' 09"
T = 5.70
L = 11.26
R = 30.00
PC STA. = 1+07.53
PT STA. = 1+18.79

CURVE DATA NE_CORNER1_5
PI STA. = 1+48.19
Δ = 29° 56' 04" (RT)
D = 52° 05' 13"
T = 29.41
L = 57.47
R = 110.00
PC STA. = 1+18.79
PT STA. = 1+76.26

℄ NW CORNER

CURVE DATA NW_CORNER_1
PI STA. = 0+34.06
Δ = 15° 30' 59" (LT)
D = 22° 55' 06"
T = 34.06
L = 67.70
R = 250.00
PC STA. = 0+00.00
PT STA. = 0+67.70

CURVE DATA NW_CORNER_2
PI STA. = 0+96.74
Δ = 42° 19' 32" (LT)
D = 76° 23' 27"
T = 29.04
L = 55.41
R = 75.00
PC STA. = 0+67.70
PT STA. = 1+23.11

CURVE DATA NW_CORNER_3
PI STA. = 1+38.46
Δ = 26° 34' 44" (RT)
D = 88° 08' 50"
T = 15.35
L = 30.15
R = 65.00
PC STA. = 1+23.11
PT STA. = 1+53.26

CURVE DATA NW_CORNER_4
PI STA. = 1+95.02
Δ = 45° 19' 46" (LT)
D = 57° 17' 45"
T = 41.76
L = 79.11
R = 100.00
PC STA. = 1+53.26
PT STA. = 2+32.38

℄ SE CORNER

CURVE DATA SE_CORNER_1
PI STA. = 0+60.52
Δ = 44° 56' 30" (RT)
D = 67° 24' 24"
T = 35.16
L = 66.67
R = 85.00
PC STA. = 0+25.36
PT STA. = 0+92.04

CURVE DATA SE_CORNER_2
PI STA. = 1+05.83
Δ = 23° 58' 05" (LT)
D = 88° 08' 50"
T = 13.80
L = 27.19
R = 65.00
PC STA. = 0+92.04
PT STA. = 1+19.23

CURVE DATA SE_CORNER_3
PI STA. = 1+53.55
Δ = 52° 14' 40" (RT)
D = 81° 51' 04"
T = 34.33
L = 63.83
R = 70.00
PC STA. = 1+19.23
PT STA. = 1+83.05

CURVE DATA SE_CORNER_4
PI STA. = 2+20.60
Δ = 6° 05' 59" (RT)
D = 40° 55' 32"
T = 7.46
L = 14.90
R = 140.00
PC STA. = 2+13.14
PT STA. = 2+28.05

℄ SW CORNER

CURVE DATA SW_CORNER_1
PI STA. = 0+20.03
Δ = 20° 38' 30" (RT)
D = 52° 05' 13"
T = 20.03
L = 39.63
R = 110.00
PC STA. = 0+00.00
PT STA. = 0+39.63

CURVE DATA SW_CORNER_2
PI STA. = 0+58.69
Δ = 64° 51' 09" (RT)
D = 190° 59' 09"
T = 19.06
L = 33.96
R = 30.00
PC STA. = 0+39.63
PT STA. = 0+73.59

CURVE DATA SW_CORNER_3
PI STA. = 0+92.90
Δ = 21° 51' 39" (RT)
D = 57° 17' 45"
T = 19.31
L = 38.15
R = 100.00
PC STA. = 0+73.59
PT STA. = 1+11.74

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

EDWIN J. RAMOS, P.E.
P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

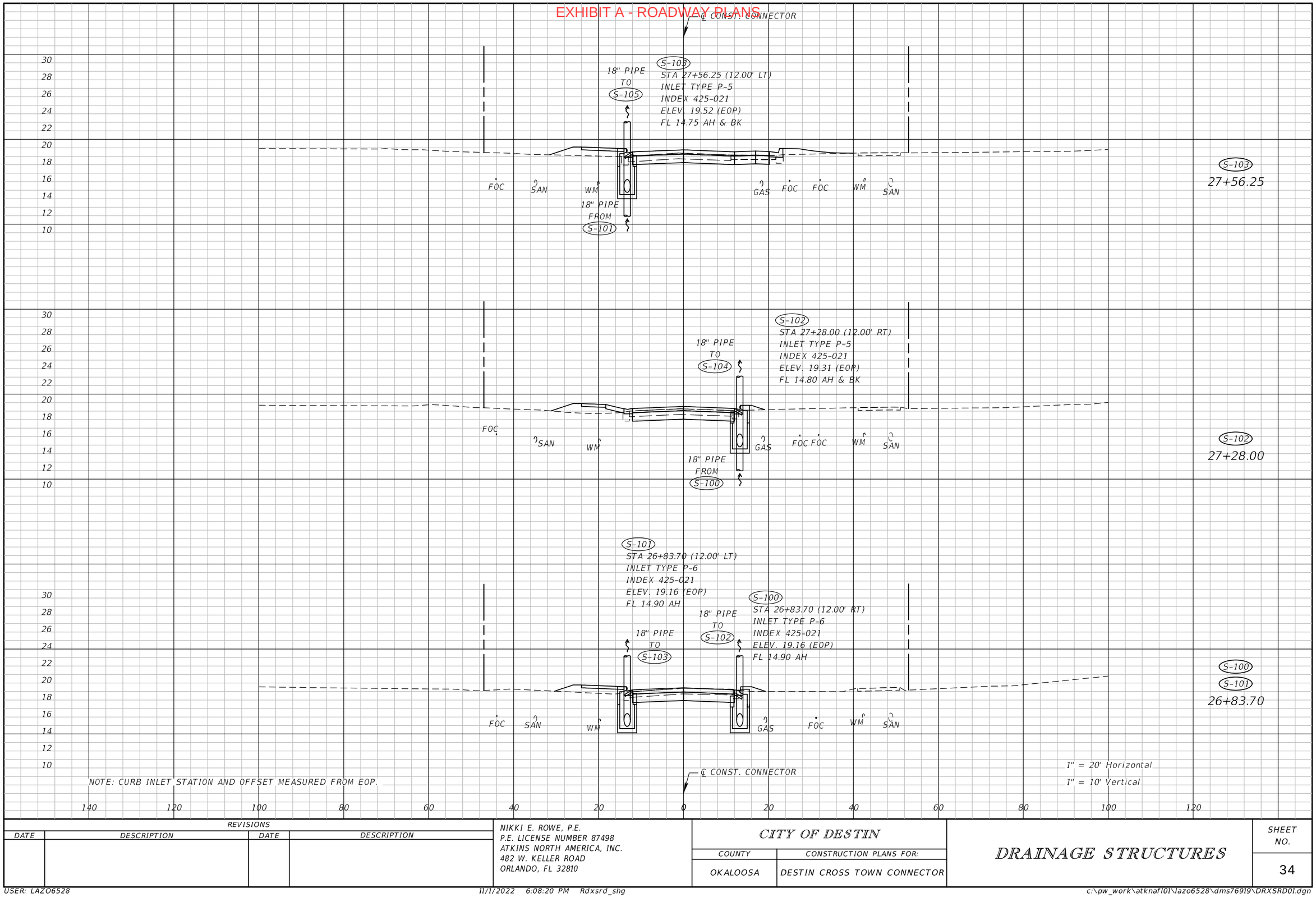
CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

INTERSECTION DETAILS BEACH AND LEGION (2)

SHEET NO. 33

EXHIBIT A - ROADWAY PLANS



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

NIKKI E. ROWE, P.E.
P.E. LICENSE NUMBER 87498
ATKINS NORTH AMERICA, INC.
482 W. KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

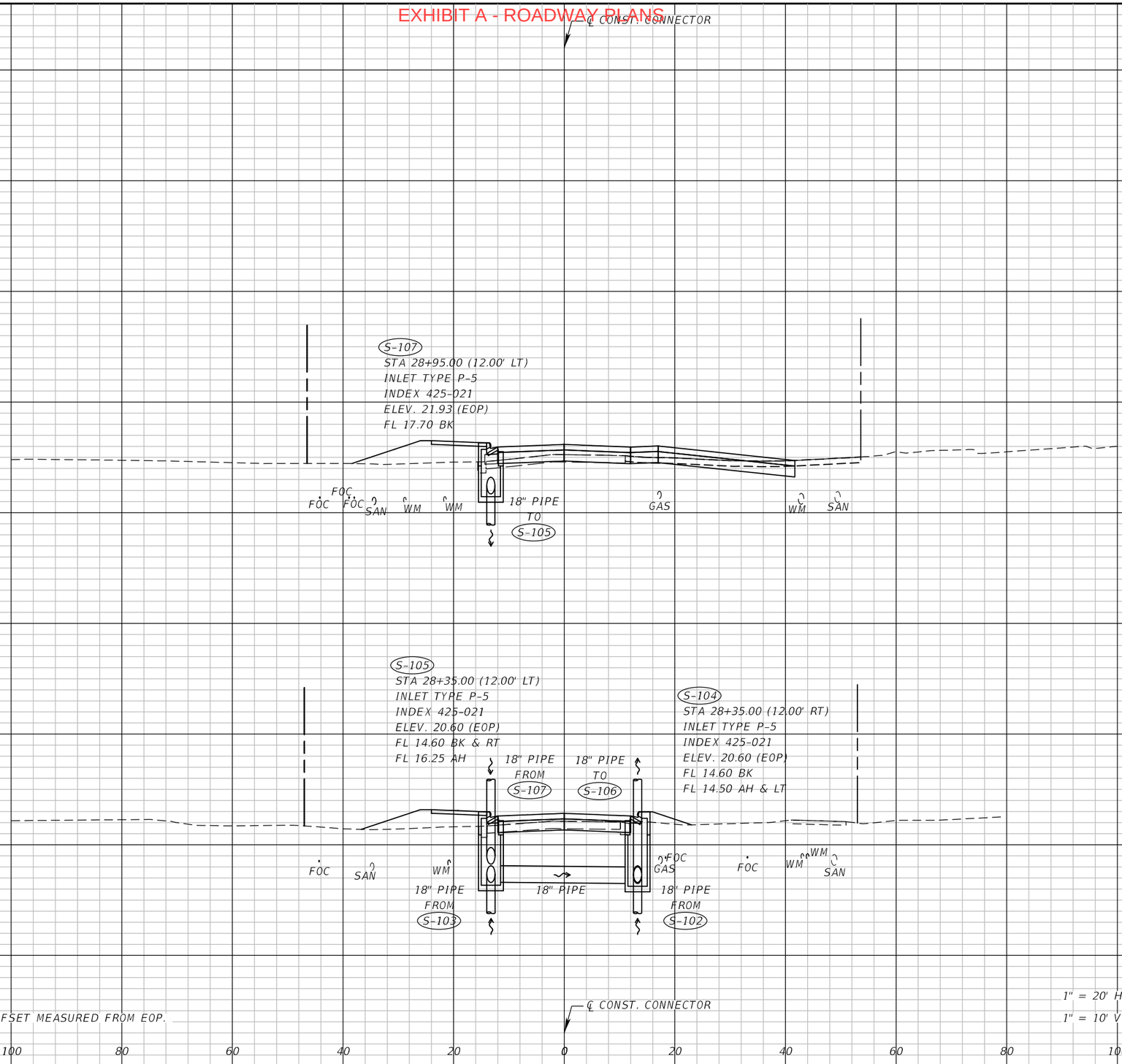
COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

DRAINAGE STRUCTURES

SHEET NO. 34

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

EXHIBIT A - ROADWAY PLANS



S-107
28+95.00

S-104
S-105
28+35.00

NOTE: CURB INLET STATION AND OFFSET MEASURED FROM EOP.

1" = 20' Horizontal
1" = 10' Vertical

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

NIKKI E. ROWE, P.E.
P.E. LICENSE NUMBER 87498
ATKINS NORTH AMERICA, INC.
482 W. KELLER ROAD
ORLANDO, FL 32810

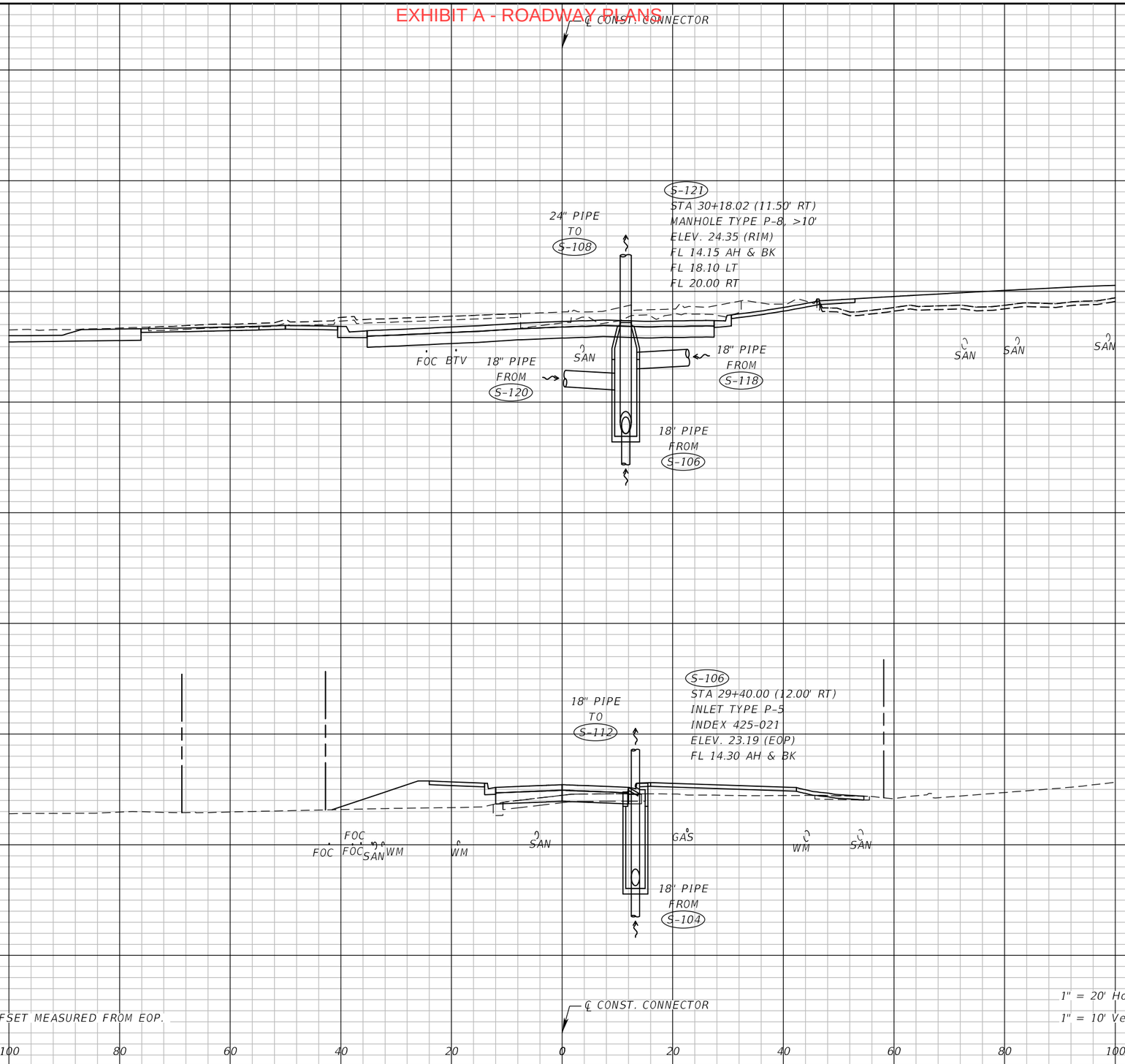
CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

DRAINAGE STRUCTURES

SHEET NO. 35

EXHIBIT A - ROADWAY PLANS



S-121
30+18.02

S-106
29+40.00

NOTE: CURB INLET STATION AND OFFSET MEASURED FROM EOP.

1" = 20' Horizontal
1" = 10' Vertical

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
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P.E. LICENSE NUMBER 87498
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482 W. KELLER ROAD
ORLANDO, FL 32810

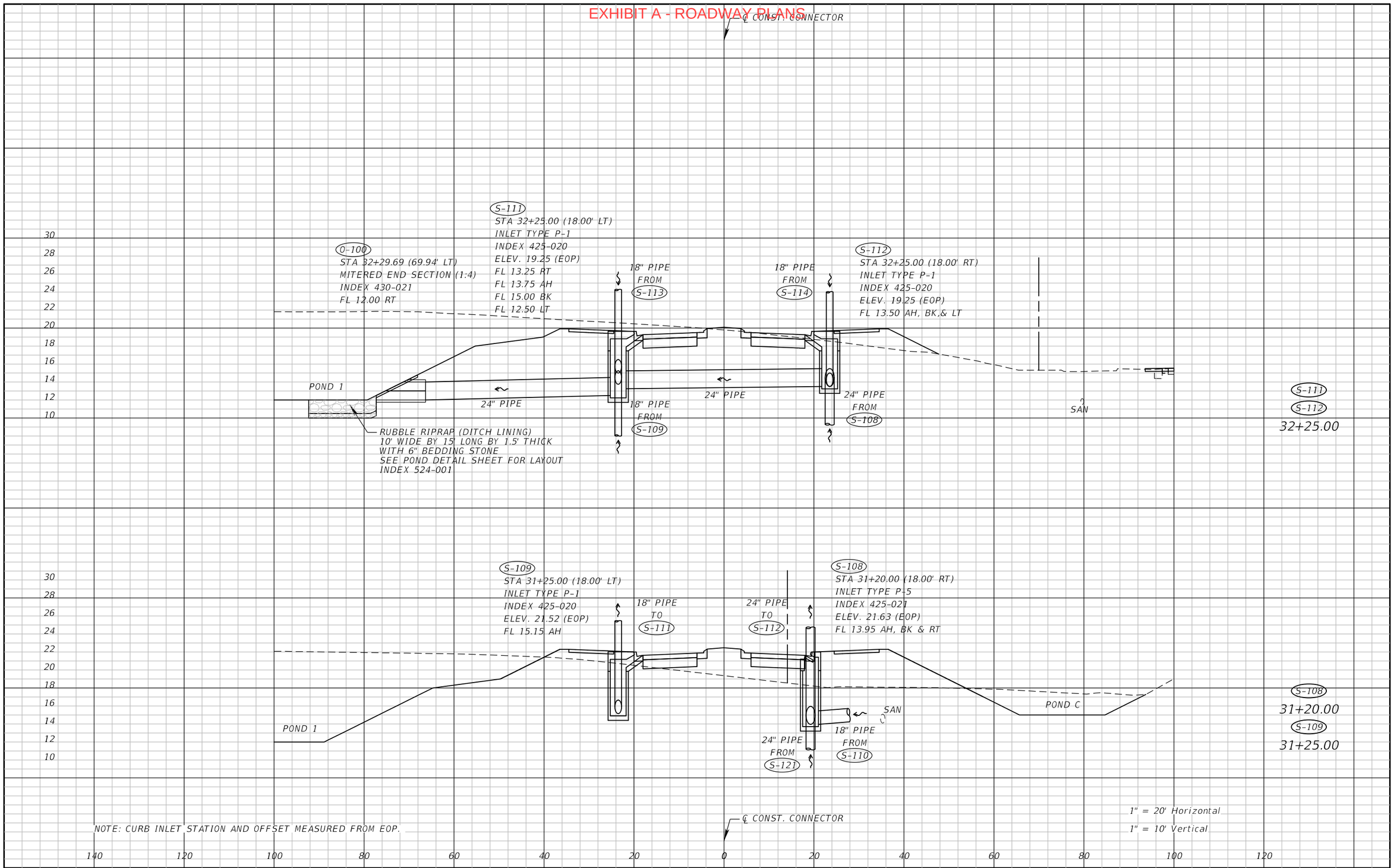
CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

DRAINAGE STRUCTURES

SHEET NO. 36

EXHIBIT A - ROADWAY PLANS



NOTE: CURB INLET STATION AND OFFSET MEASURED FROM EOP.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

NIKKI E. ROWE, P.E.
P.E. LICENSE NUMBER 87498
ATKINS NORTH AMERICA, INC.
482 W. KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

DRAINAGE STRUCTURES

SHEET NO. 37

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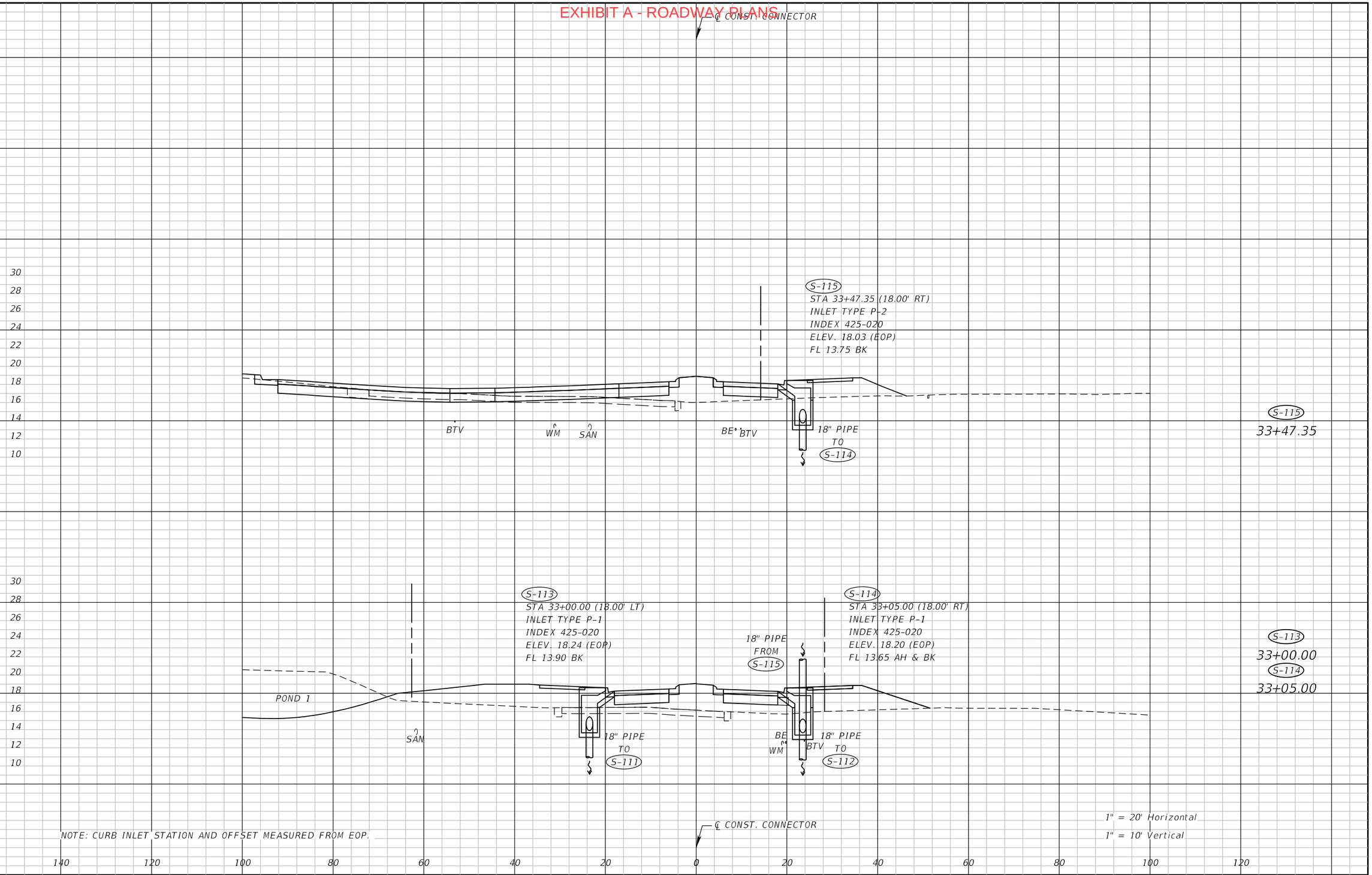
EXHIBIT A - ROADWAY PLANS



NOTE: CURB INLET STATION AND OFFSET MEASURED FROM EOP.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

NIKKI E. ROWE, P.E.
P.E. LICENSE NUMBER 87498
ATKINS NORTH AMERICA, INC.
482 W. KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

DRAINAGE STRUCTURES

SHEET NO. 38

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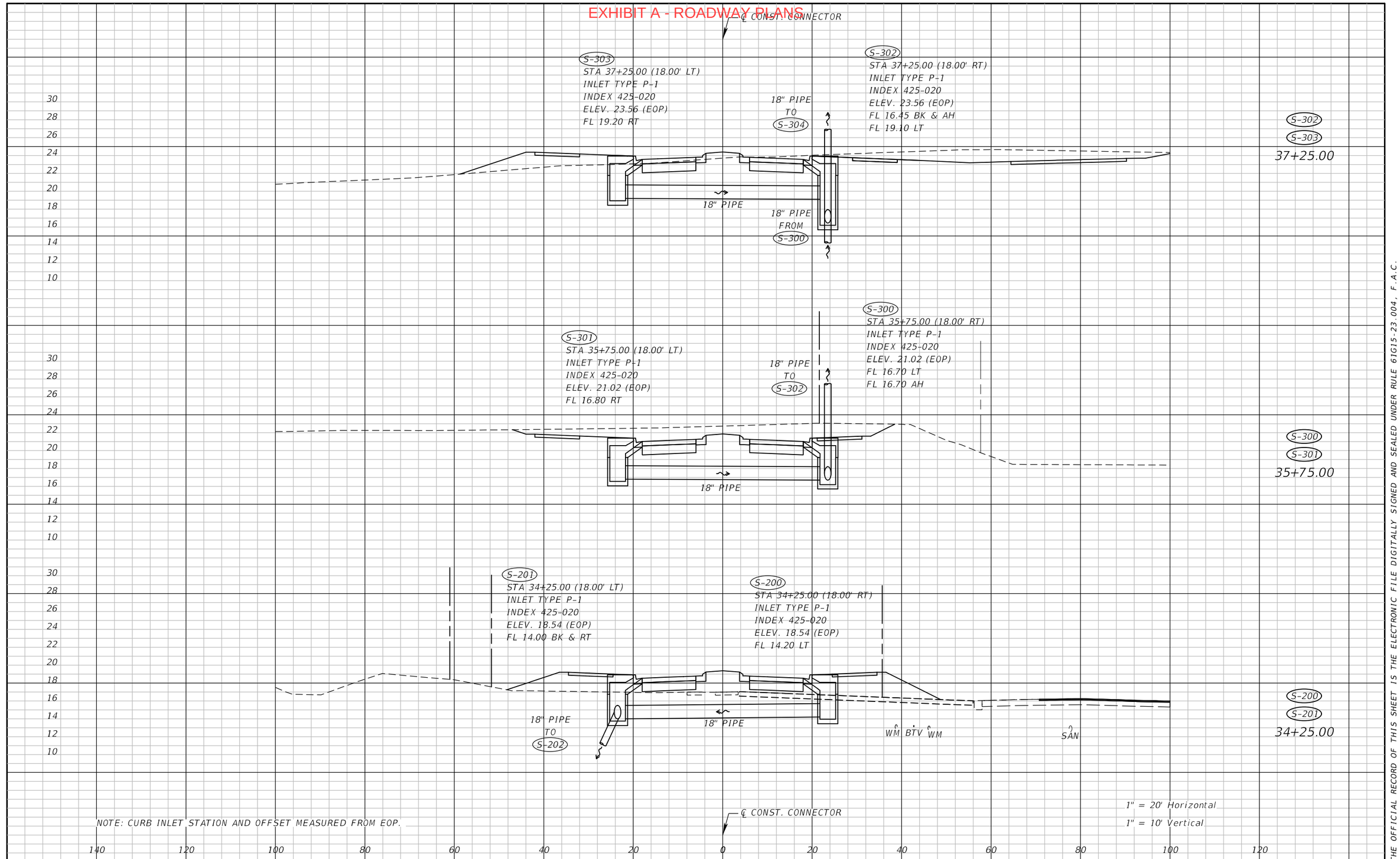
EXHIBIT A - ROADWAY PLANS



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482 W. KELLER ROAD
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CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

DRAINAGE STRUCTURES

SHEET NO. 39

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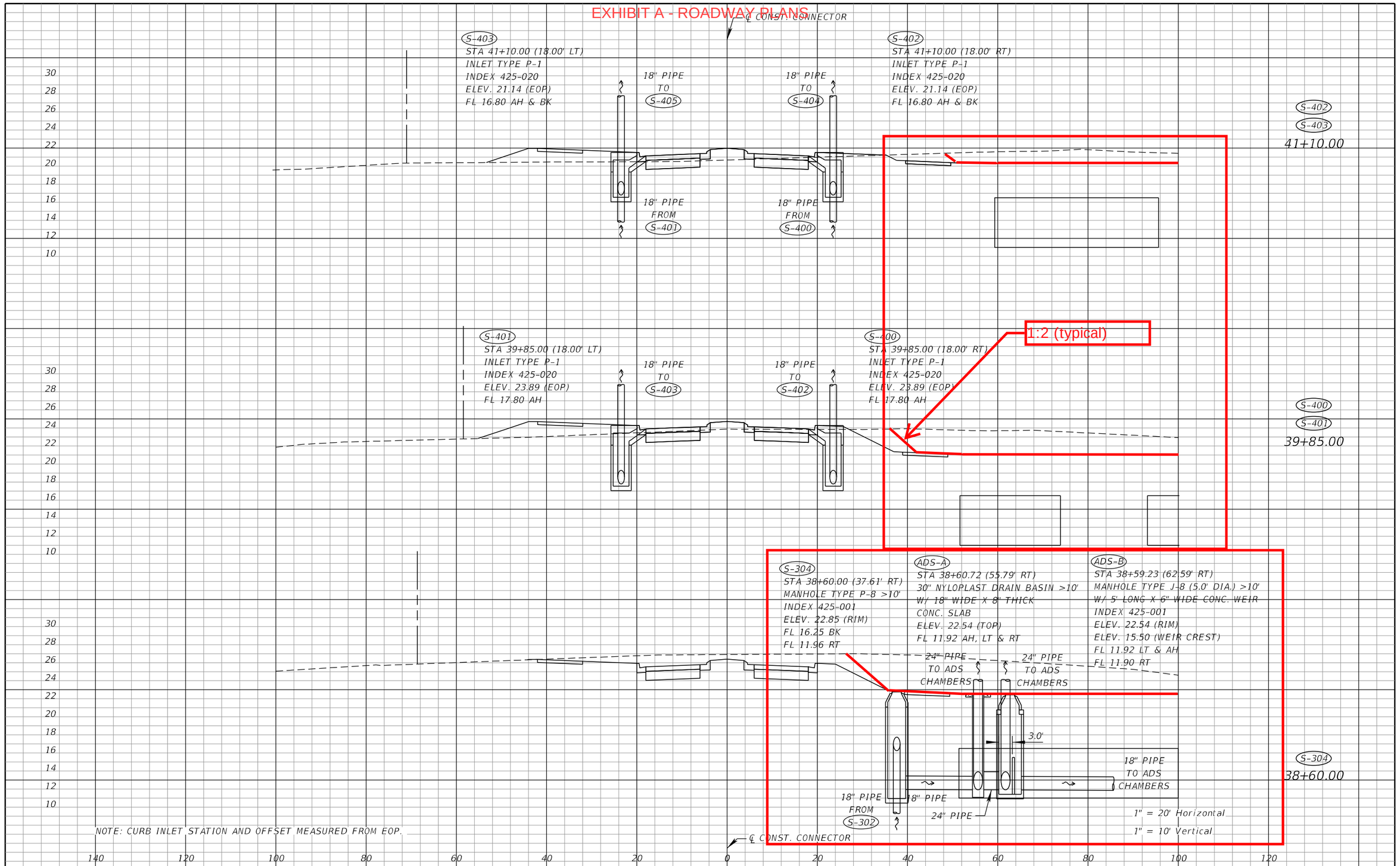
EXHIBIT A - ROADWAY PLANS



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CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

DRAINAGE STRUCTURES

SHEET NO. 40

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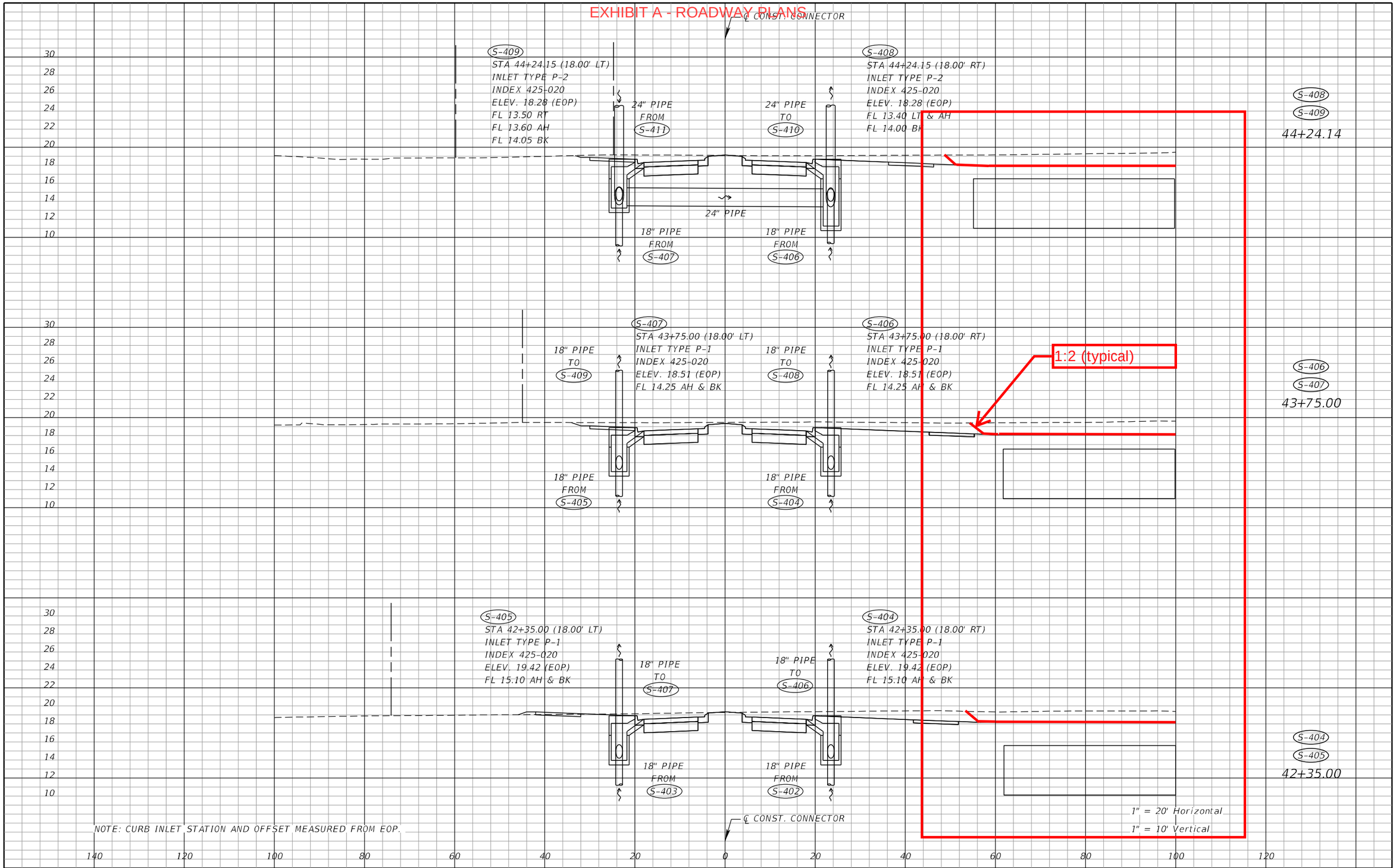
EXHIBIT A - ROADWAY PLANS



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CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

DRAINAGE STRUCTURES

SHEET NO. 41

EXHIBIT A - ROADWAY PLANS

℄ CONST. CONNECTOR

S-507
STA 47+53.53 (16.00' LT)
INLET TYPE P-5
INDEX 425-021
ELEV. 17.91 (EOP)
FL 13.70 AH & RT

18" PIPE FROM EX-5

BTV FOC

18" PIPE TO S-508

WM

SAN

FOC

REMOVE EXIST. INLET, PIPES AND FRENCH DRAIN

S-507
47+53.53

S-508
STA 47+42.00 (16.18' RT)
INLET TYPE J-5
INDEX 425-021
ELEV. 18.00 (EOP)
FL 13.60 LT, AH & BK

18" PIPE FROM EX-4

BTV FOC

18" PIPE FROM S-507

WM

FOC

REMOVE EXIST. INLET, PIPES AND FRENCH DRAIN

18" PIPE TO S-506

S-508
47+42.00

S-411
STA 44+72.00 (20.21' LT)
INLET TYPE P-1
INDEX 425-020
ELEV. 18.49 (EOP)
FL 13.70 AH & BK

18" PIPE FROM S-412

18" PIPE TO S-409

S-410
STA 44+72.00 (18.00' RT)
INLET TYPE P-1
INDEX 425-020
ELEV. 18.53 (EOP)
FL 13.20 BK & RT

24" PIPE FROM S-408

24" PIPE TO S-416

1:2 (typical)

S-410
S-411
44+72.00

1" = 20' Horizontal
1" = 10' Vertical

NOTE: CURB INLET STATION AND OFFSET MEASURED FROM EOP.

℄ CONST. CONNECTOR

REVISIONS			
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CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

DRAINAGE STRUCTURES

SHEET NO. 42

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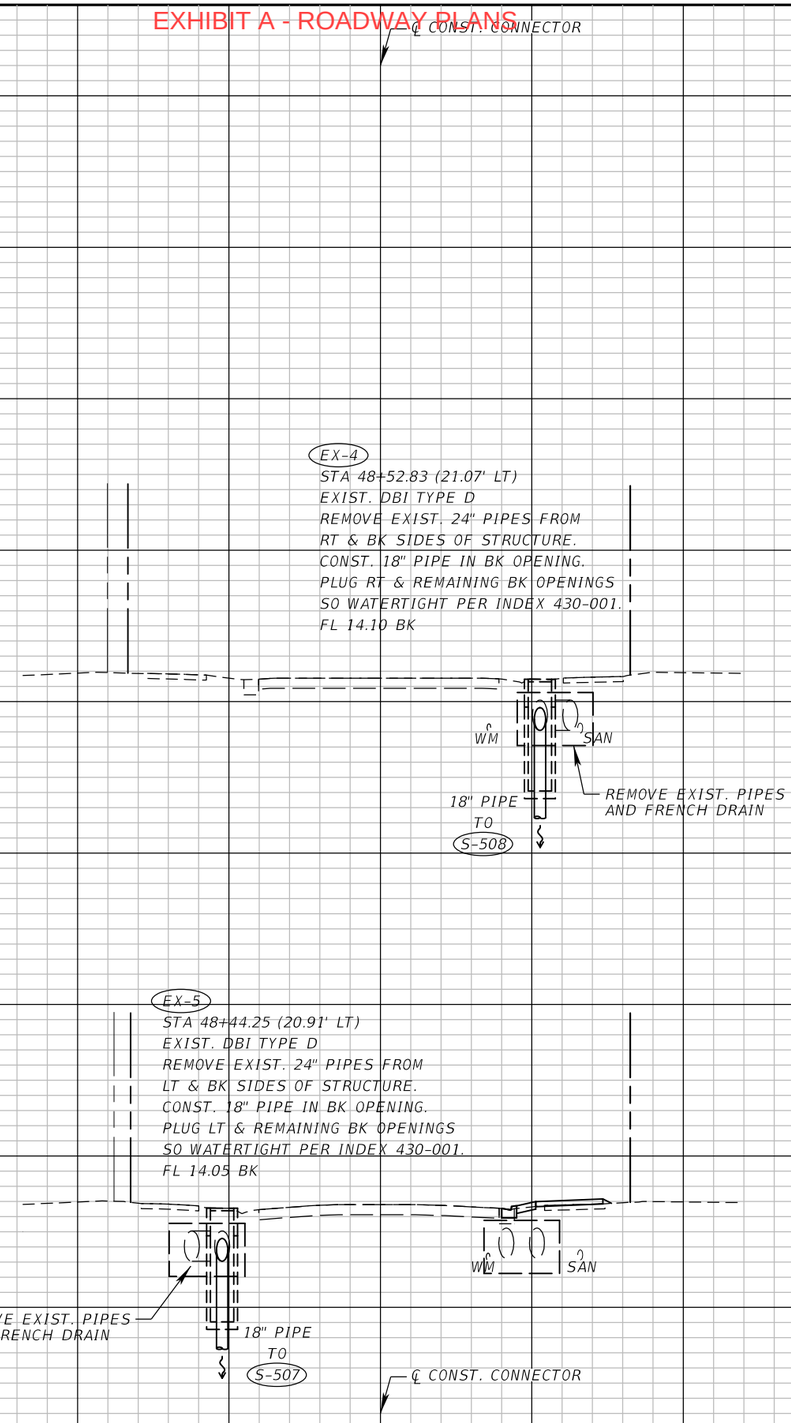
EXHIBIT A - ROADWAY PLANS



EX-4
48+52.83

EX-5
48+44.25

1" = 20' Horizontal
1" = 10' Vertical

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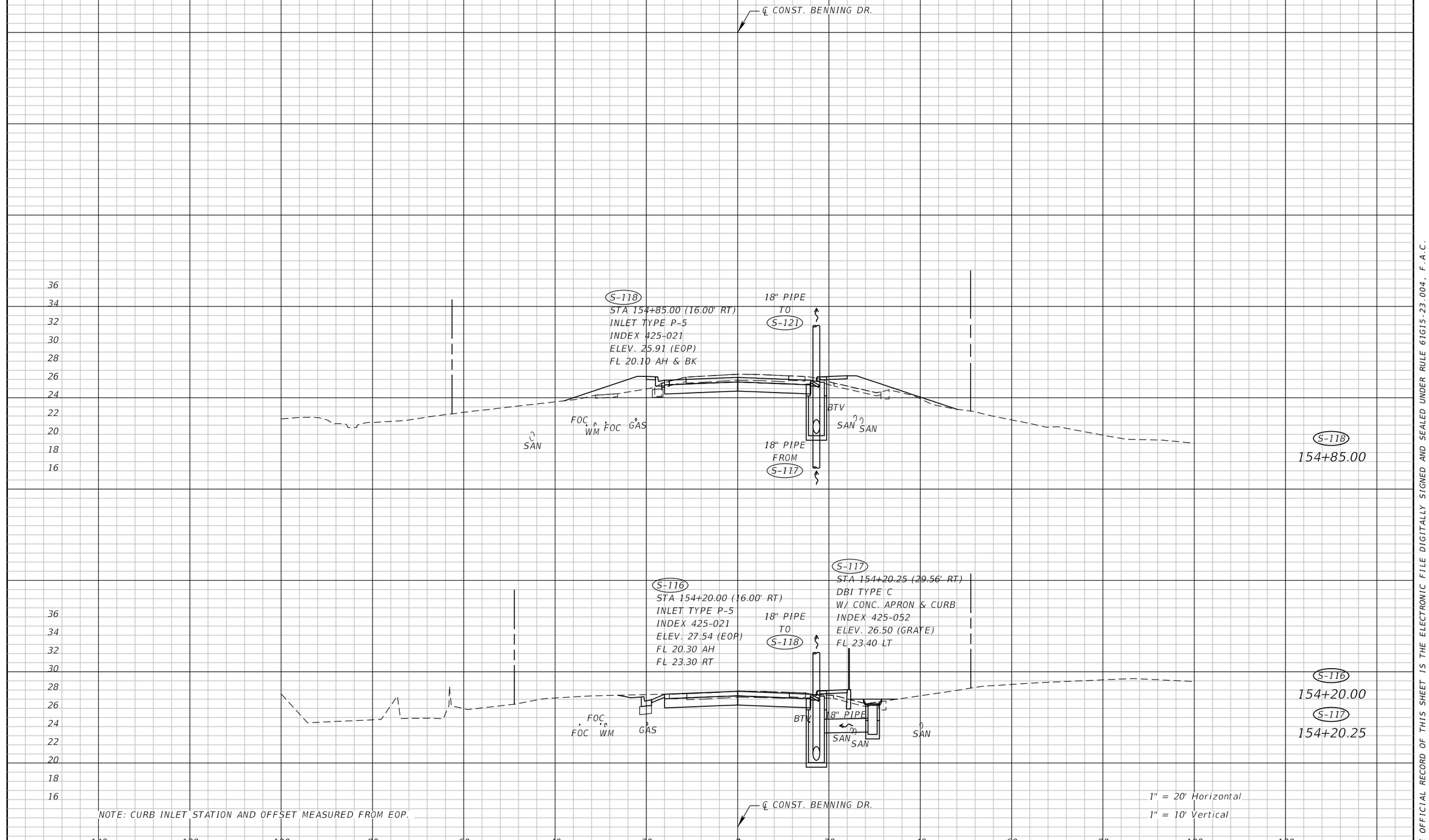
CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

DRAINAGE STRUCTURES

SHEET NO. 43

EXHIBIT A - ROADWAY PLANS



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482 W. KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

DRAINAGE STRUCTURES
BENNING DR

SHEET NO. 44

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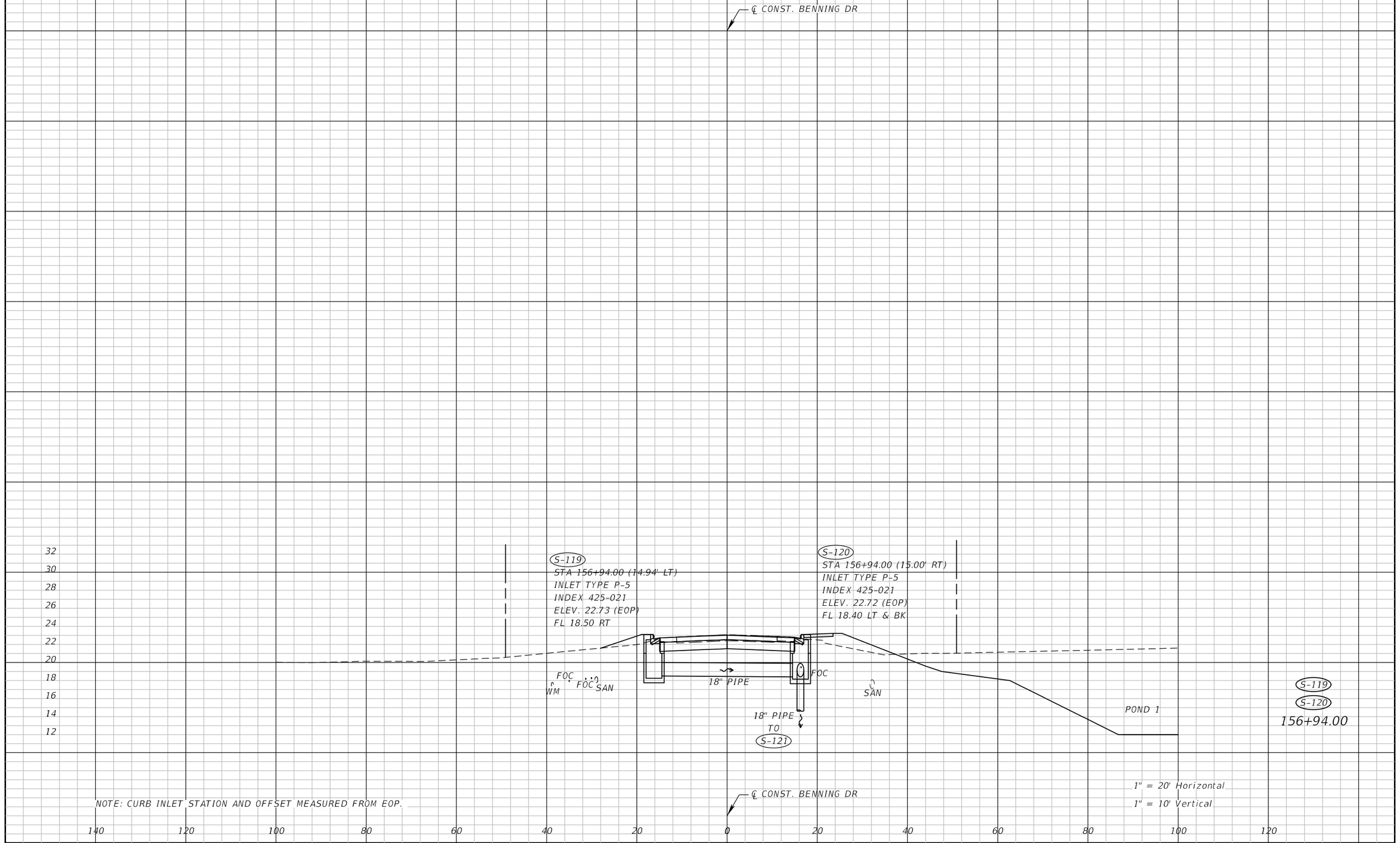
EXHIBIT A - ROADWAY PLANS



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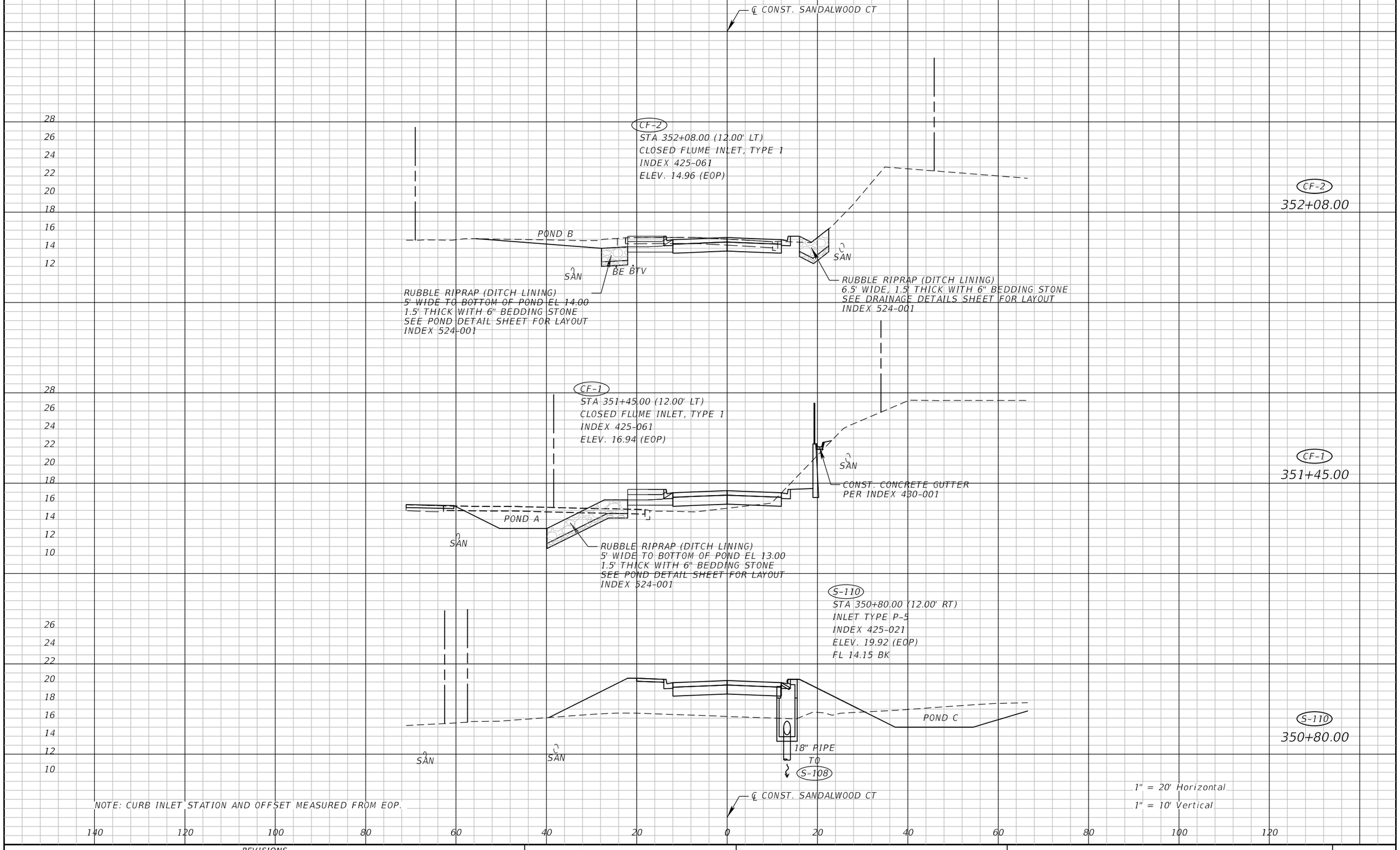
CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

DRAINAGE STRUCTURES
BENNING DR

SHEET NO. 45

EXHIBIT A - ROADWAY PLANS



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ORLANDO, FL 32810

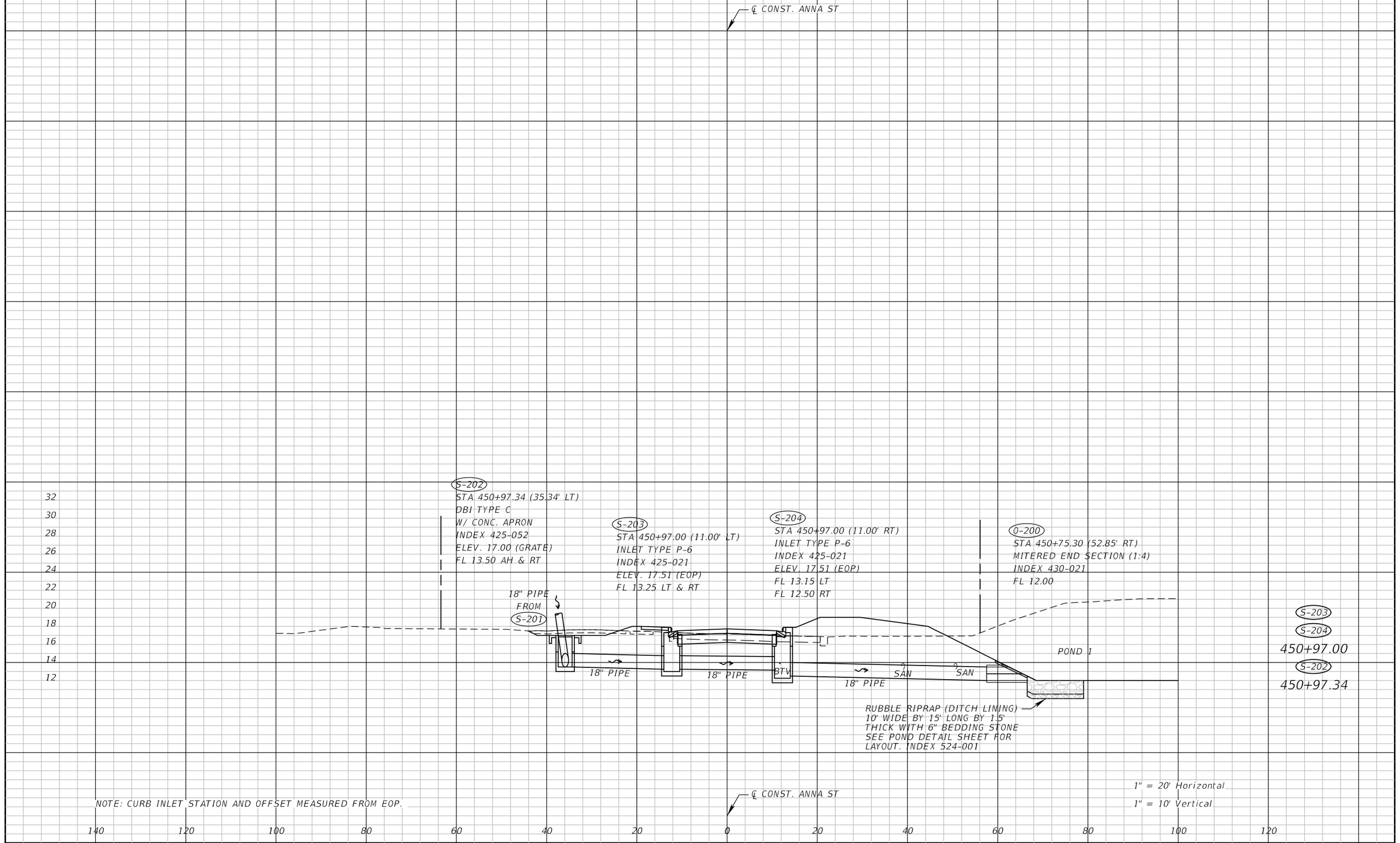
CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

DRAINAGE STRUCTURES SANDALWOOD CT

SHEET NO. 46

EXHIBIT A - ROADWAY PLANS



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ORLANDO, FL 32810

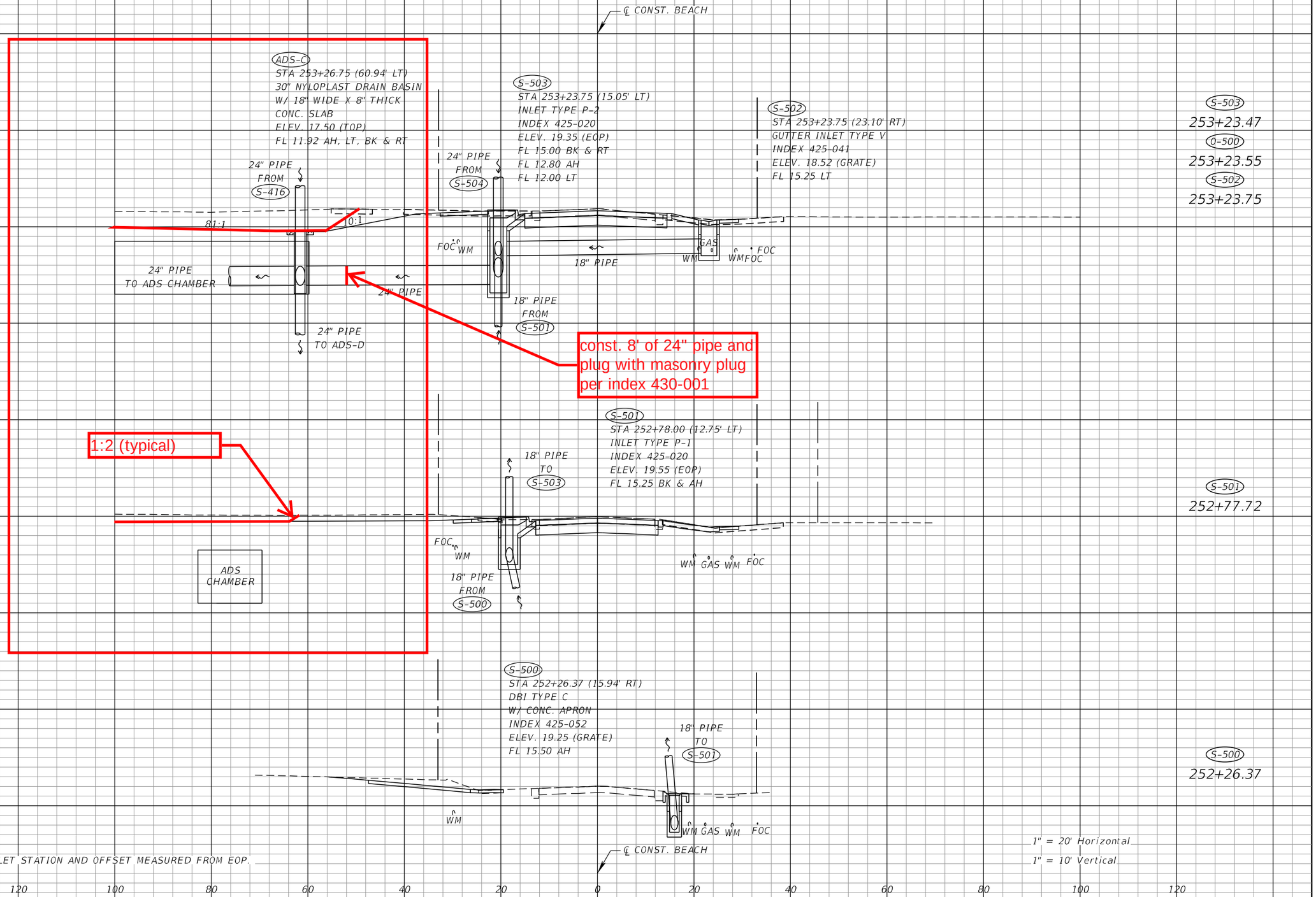
CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

DRAINAGE STRUCTURES
ANNA ST

SHEET NO. 47

EXHIBIT A - ROADWAY PLANS



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ORLANDO, FL 32810

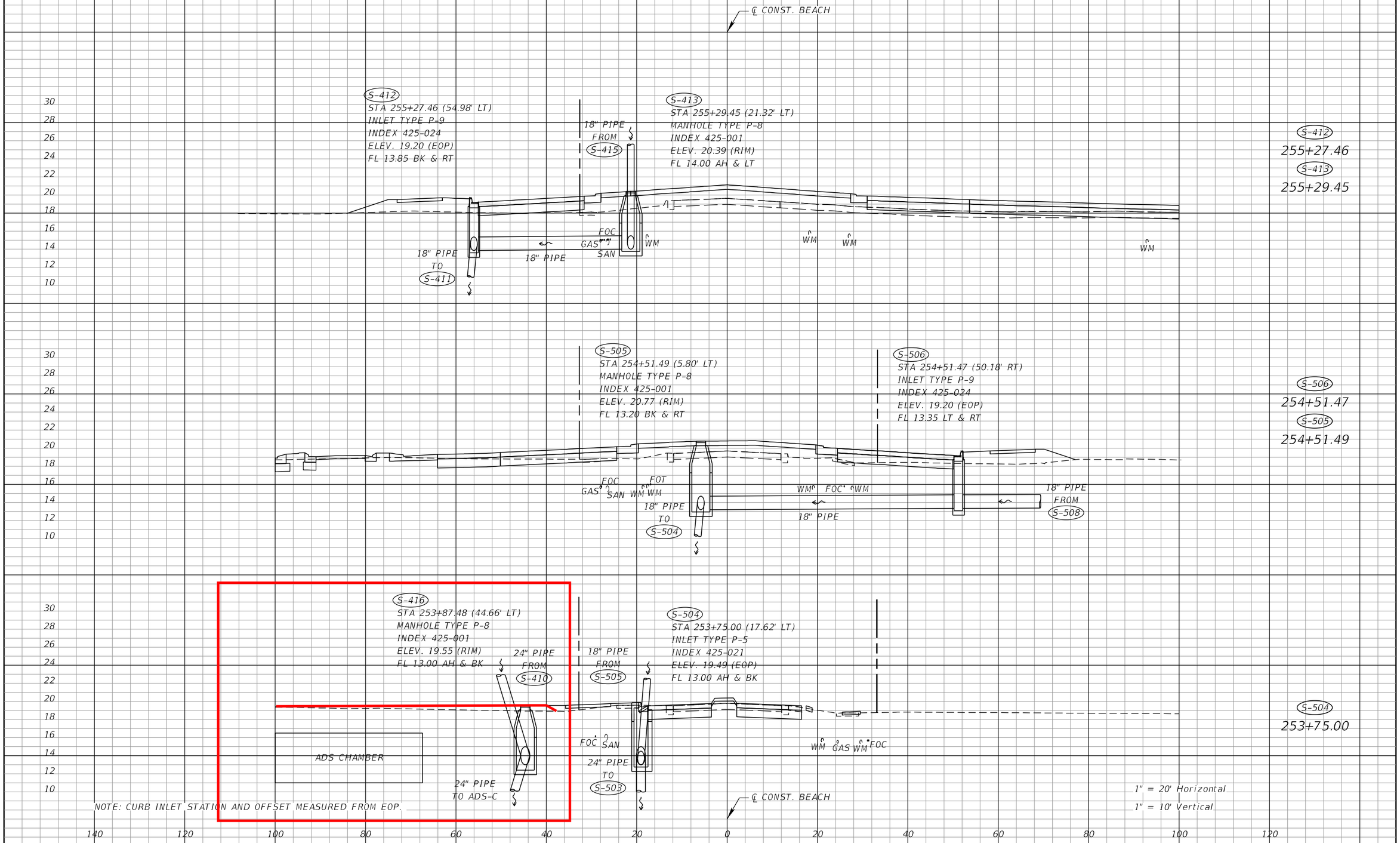
CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

DRAINAGE STRUCTURES BEACH

SHEET NO. 48

EXHIBIT A - ROADWAY PLANS



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482 W. KELLER ROAD
ORLANDO, FL 32810

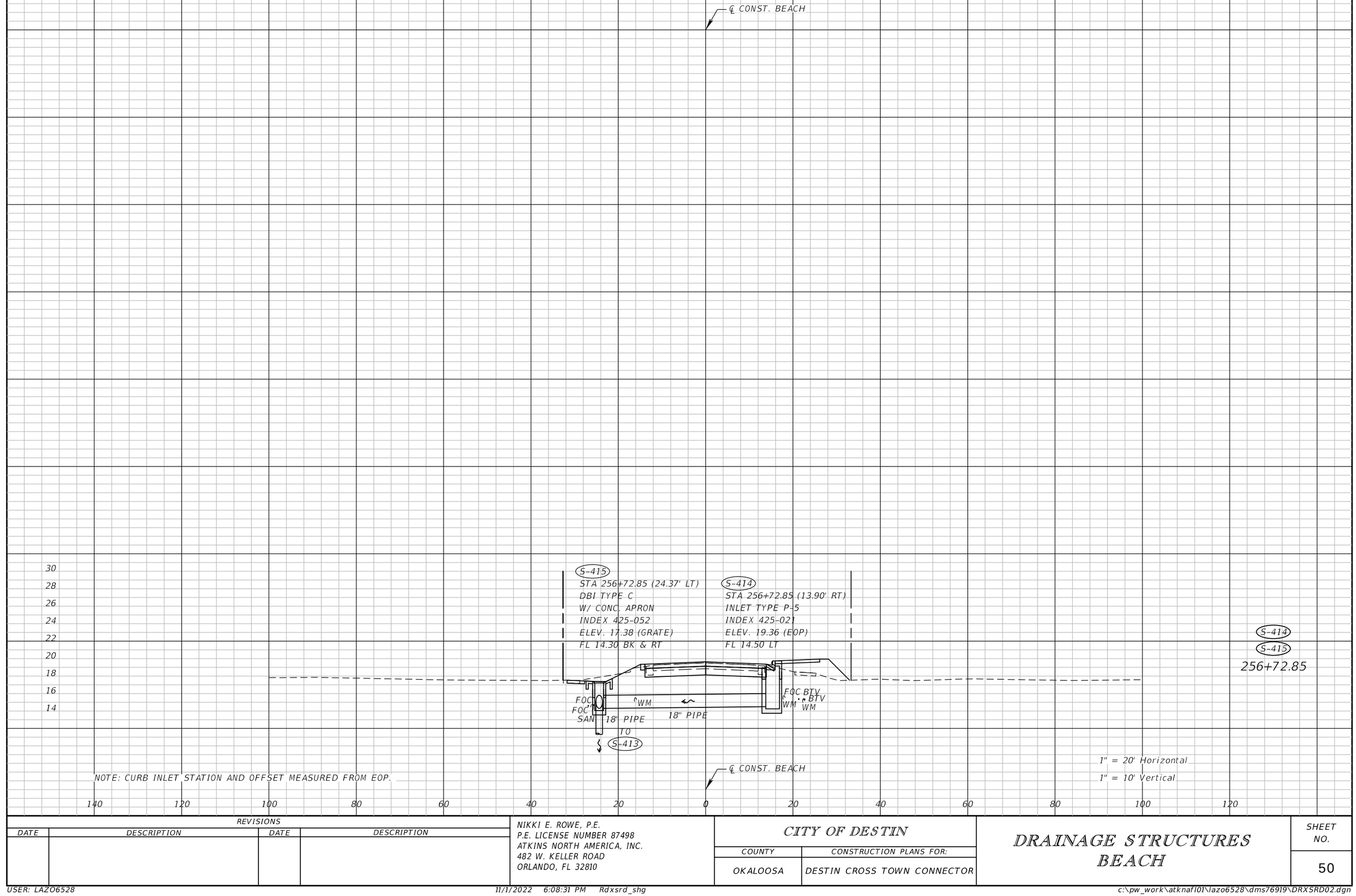
CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

DRAINAGE STRUCTURES BEACH

SHEET NO. 49

EXHIBIT A - ROADWAY PLANS



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

NIKKI E. ROWE, P.E.
P.E. LICENSE NUMBER 87498
ATKINS NORTH AMERICA, INC.
482 W. KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

DRAINAGE STRUCTURES BEACH

SHEET NO. 50

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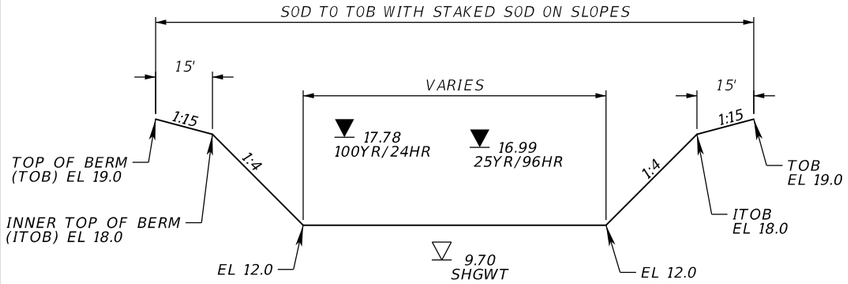
EXHIBIT A - ROADWAY PLANS

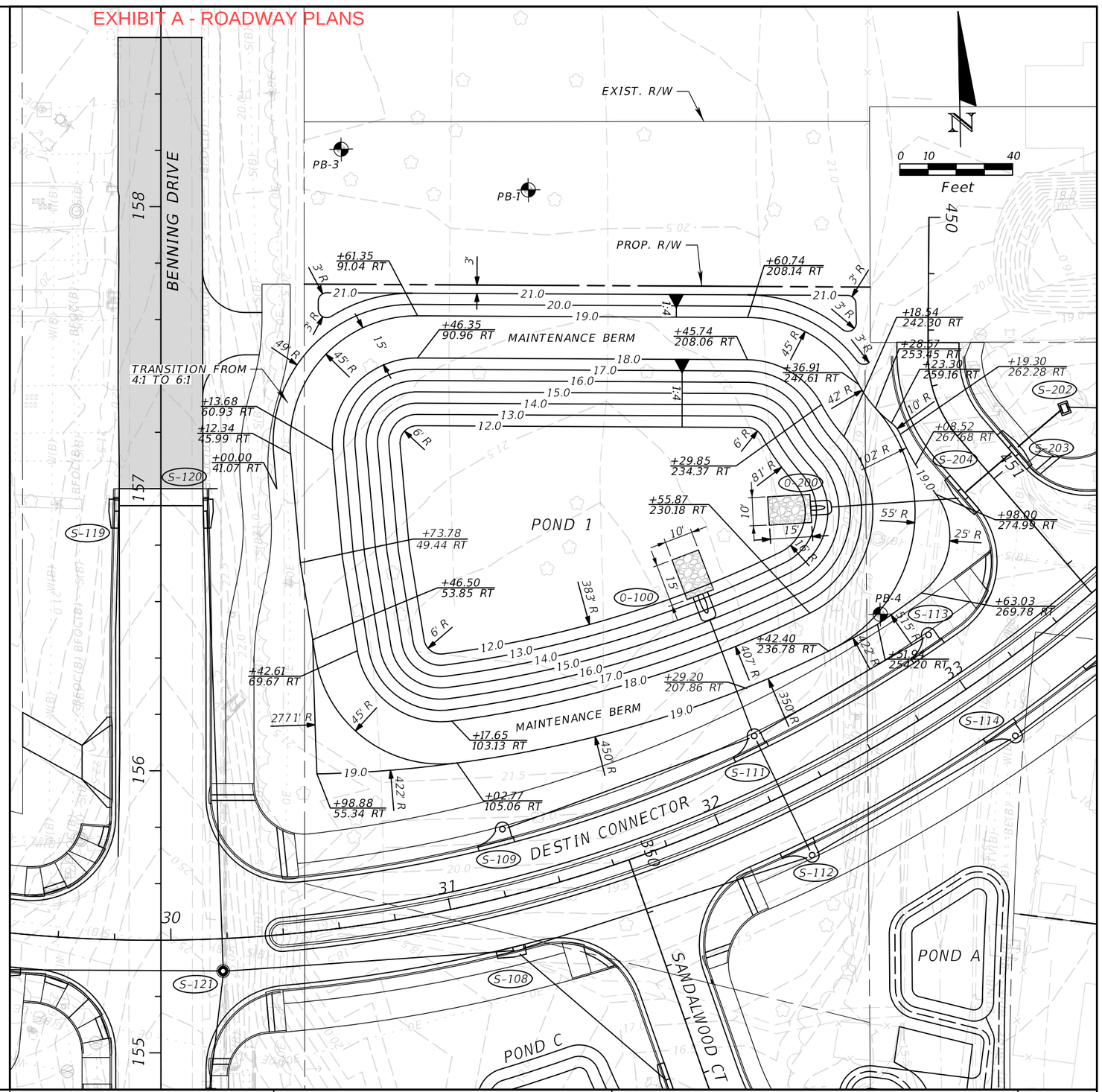


TYPICAL SECTION

NTS

NOTES:

1. STATION AND OFFSET CALLOUTS MEASURED FROM ℄ BENNING DRIVE.



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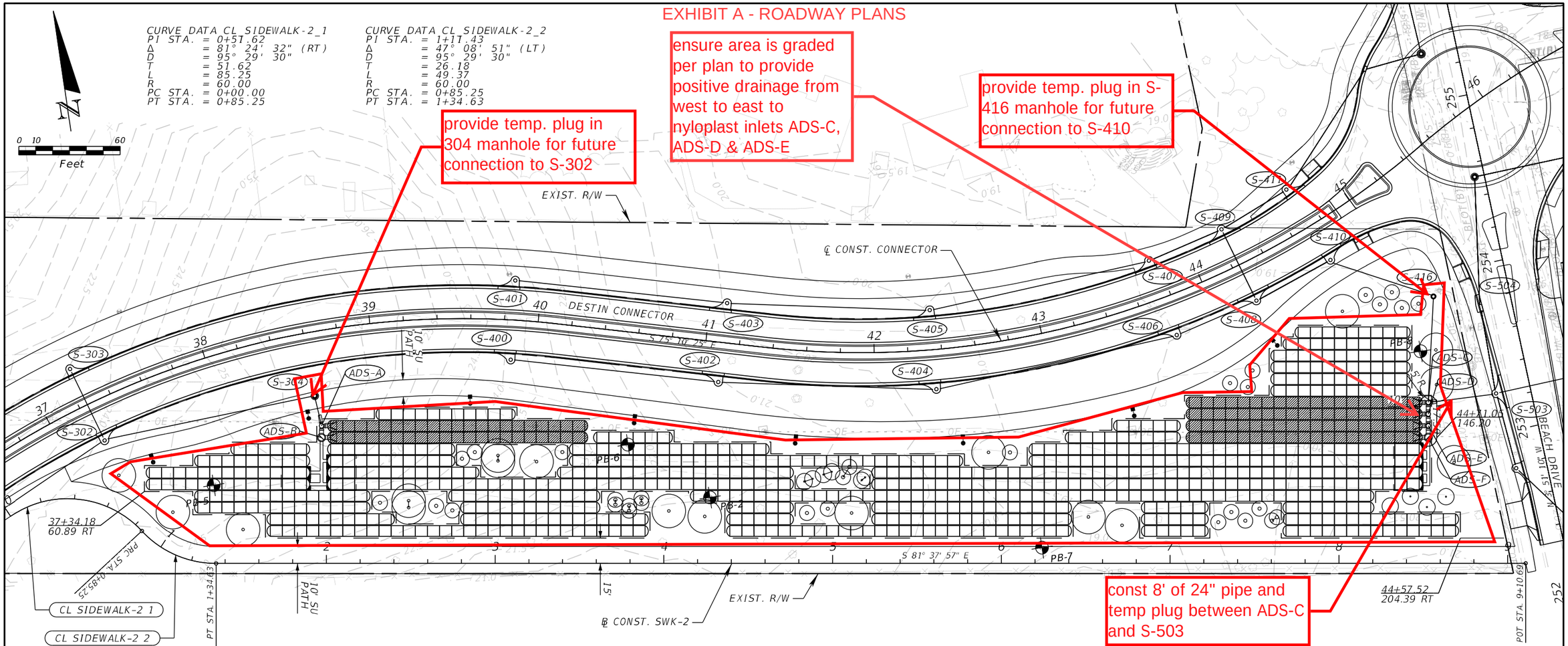
CITY OF DESTIN

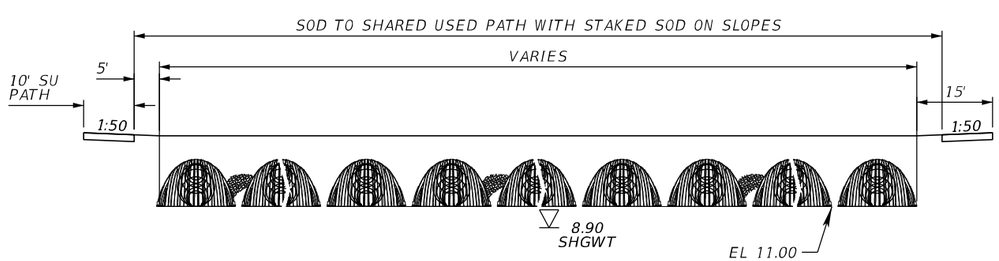
COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

POND 1 DETAIL

SHEET NO. 51

EXHIBIT A - ROADWAY PLANS





TYPICAL SECTION
NTS

ADS-D
STA 253+20.05 (62.40' LT)
30" NYLOPLAST DRAIN BASIN
W/ 18" WIDE X 8" THICK
CONC. SLAB
ELEV. 17.50 (TOP)
FL 11.92 AH, LT & BK

ADS-E
STA 253+13.29 (63.87' RT)
30" NYLOPLAST DRAIN BASIN
W/ 18" WIDE X 8" THICK
CONC. SLAB
ELEV. 17.50 (TOP)
FL 11.92 AH, LT & BK

ADS-F
STA 253+06.51 (65.32' RT)
MANHOLE TYPE J-8 (5.0' DIA.)
W/ 5' LONG X 6" WIDE CONC. WEIR
INDEX 425-001
ELEV. 17.50 (RIM)
ELEV. 14.50 (WEIR CREST)
FL 11.92 LT & AH
FL 11.90 BK

NOTES:
1. SEE ADS CHAMBER PLANS FOR MORE INFORMATION
2. STATION AND OFFSET CALLOUTS MEASURED FROM ℄ CONST. CONNECTOR.

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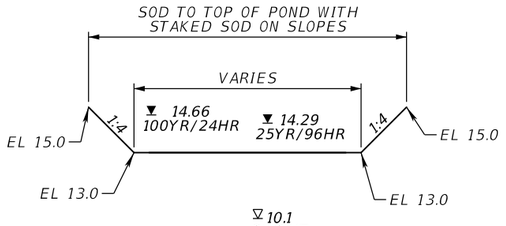
CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

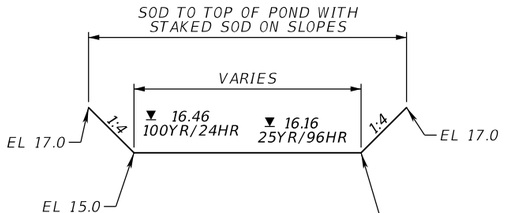
POND DETAIL - STORMWATER CHAMBER

SHEET NO. 52

EXHIBIT A - ROADWAY PLANS



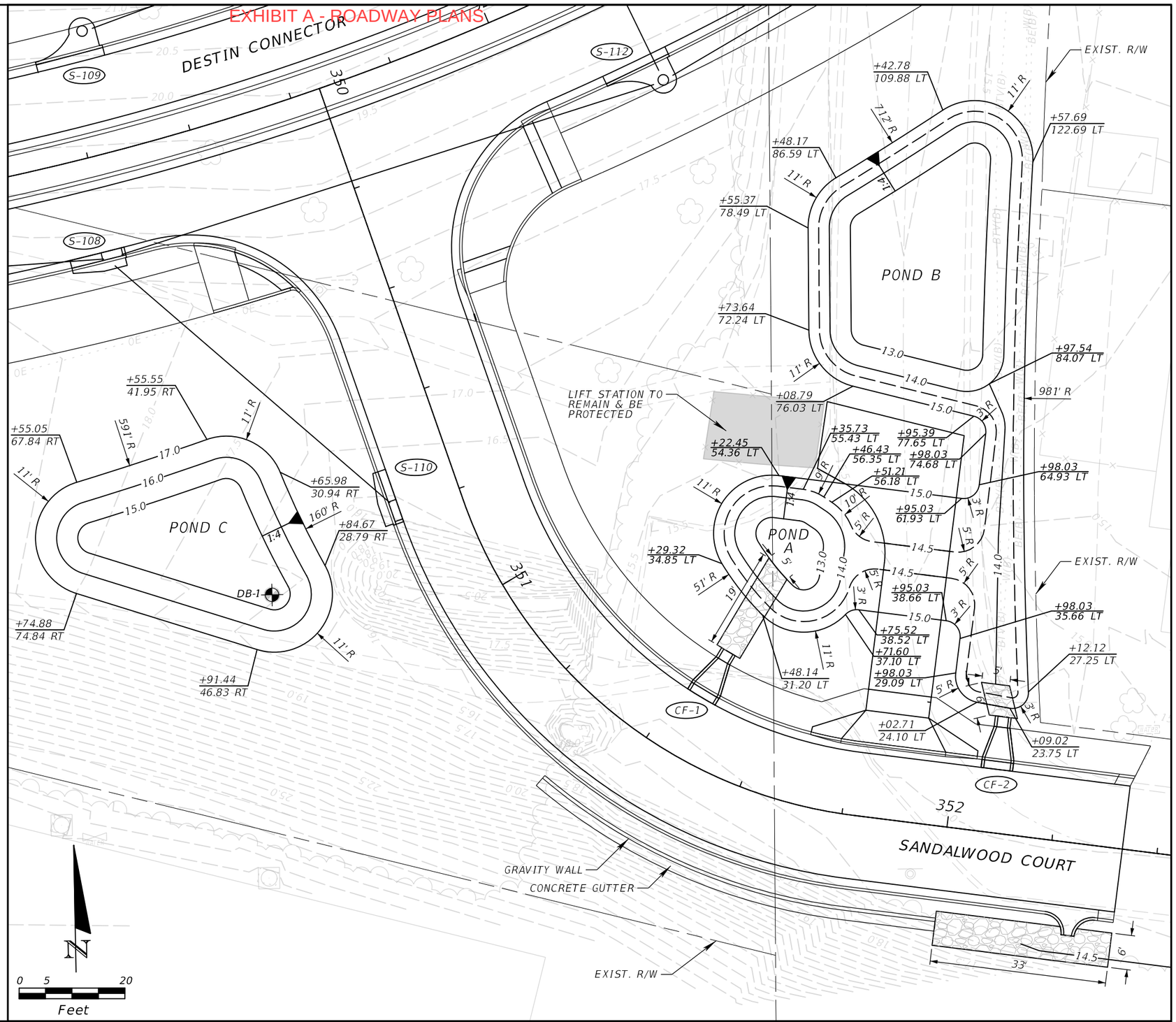
TYPICAL SECTION - PONDS A & B
NTS



TYPICAL SECTION - POND C
NTS

NOTES:

1. STATION AND OFFSET CALLOUTS MEASURED FROM ℄ SANDALWOOD COURT.



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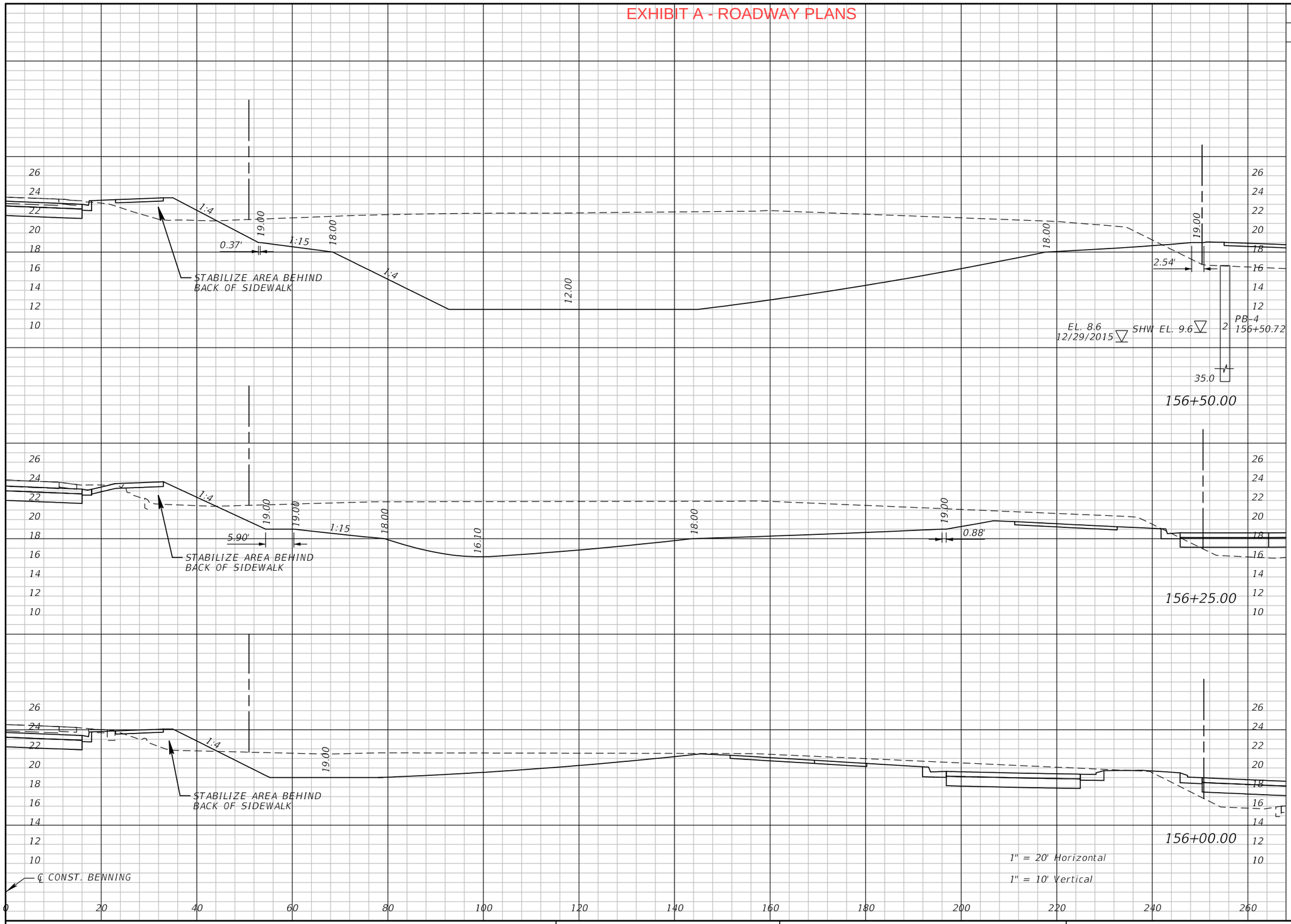
CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

PONDS A, B & C DETAIL

SHEET NO. 53

EXHIBIT A - ROADWAY PLANS



Regular Exc.		Embankment	
A	V	A	V
1328		22	
	891		16
597		13	
	356		11
173		11	

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ATKINS NORTH AMERICA, INC.
482 W. KELLER ROAD
ORLANDO, FL 32810
CERTIFICATE OF AUTHORIZATION: 24

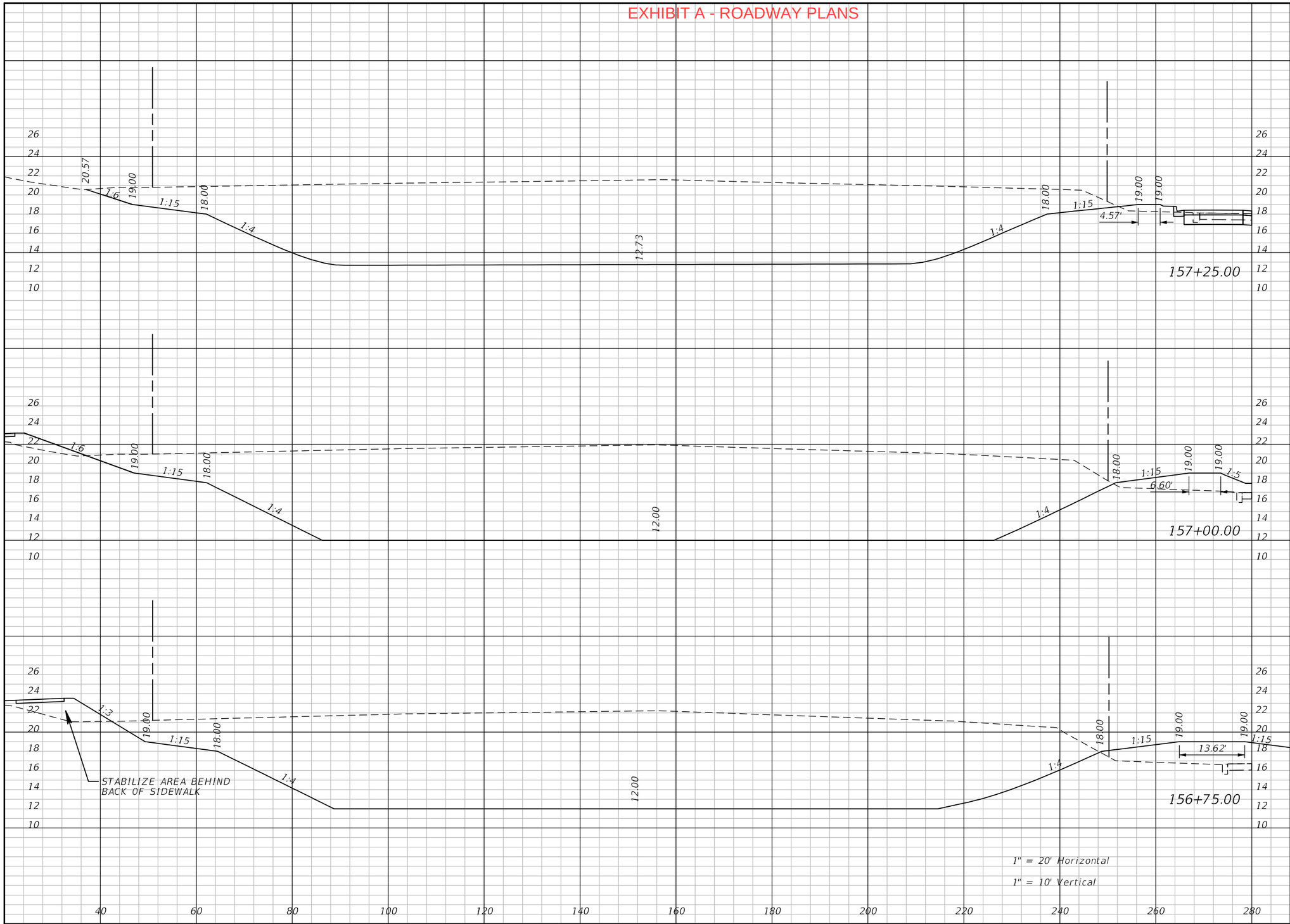
CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

POND 1 CROSS SECTIONS

SHEET NO. 54

EXHIBIT A - ROADWAY PLANS



Regular Exc.		Embankment	
A	V	A	V
1423		6	
	1429		24
1664		47	
	1534		51
1649		64	
	1378		40

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482 W. KELLER ROAD
ORLANDO, FL 32810
CERTIFICATE OF AUTHORIZATION: 24

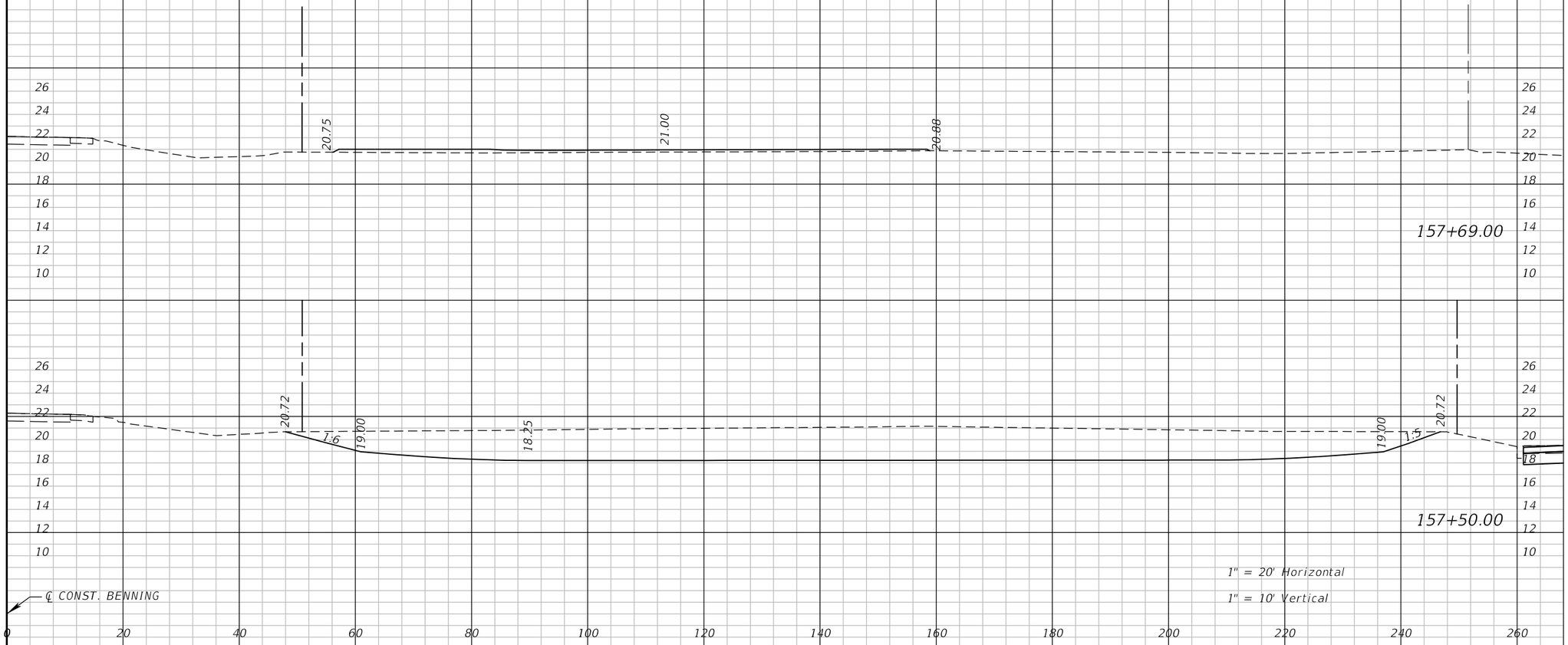
CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

POND 1 CROSS SECTIONS

SHEET NO. 55

EXHIBIT A - ROADWAY PLANS



Regular Exc.		Embankment	
A	V	A	V
0	168	21	7
478	880	0	3

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ORLANDO, FL 32810
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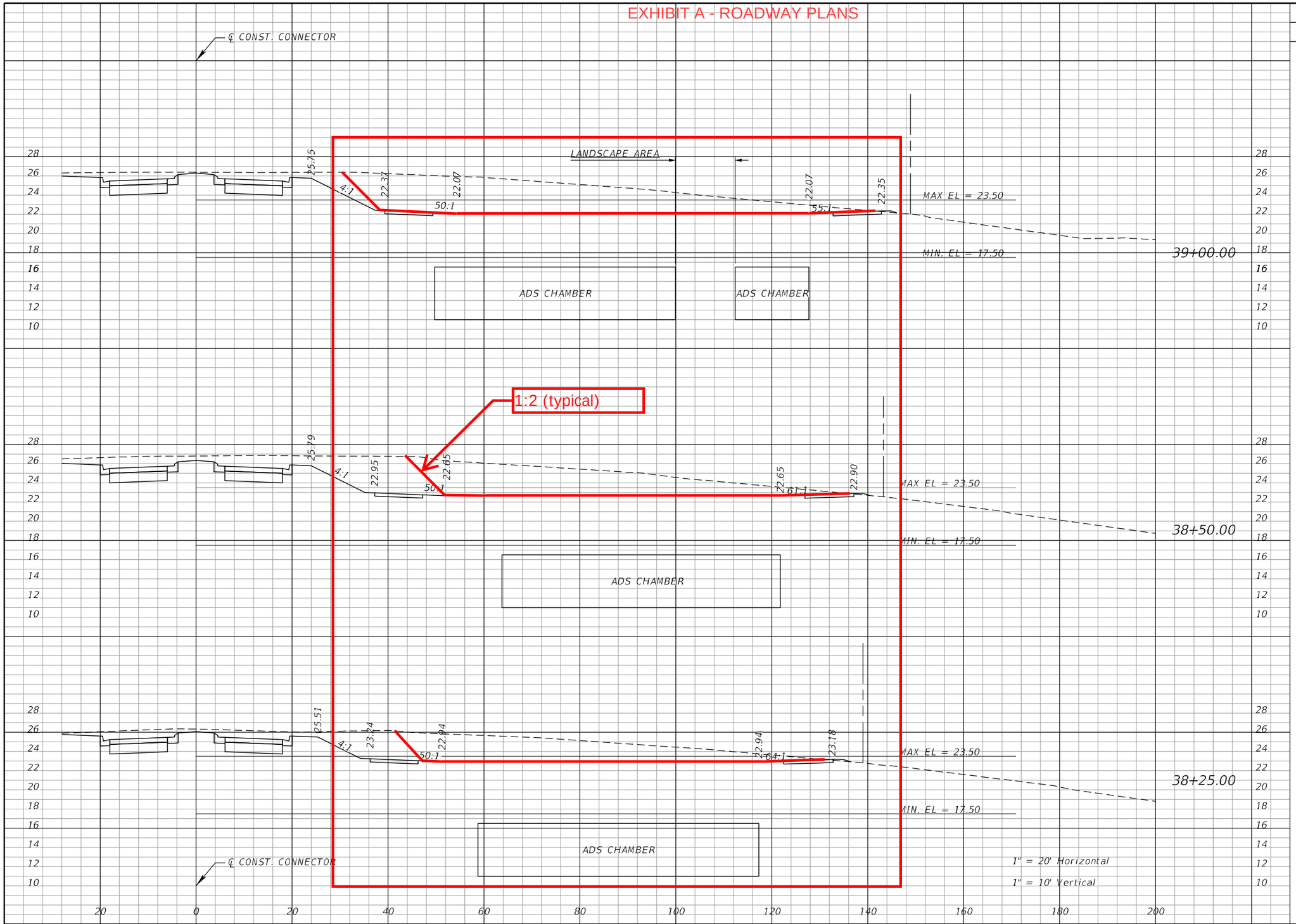
CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

POND 1 CROSS SECTIONS

SHEET NO. 56

EXHIBIT A - ROADWAY PLANS



Regular Exc.		Embankment	
A	V	A	V
85	160	0	0
88	73	0	0
70		0	

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482 W. KELLER ROAD
ORLANDO, FL 32810
CERTIFICATE OF AUTHORIZATION: 24

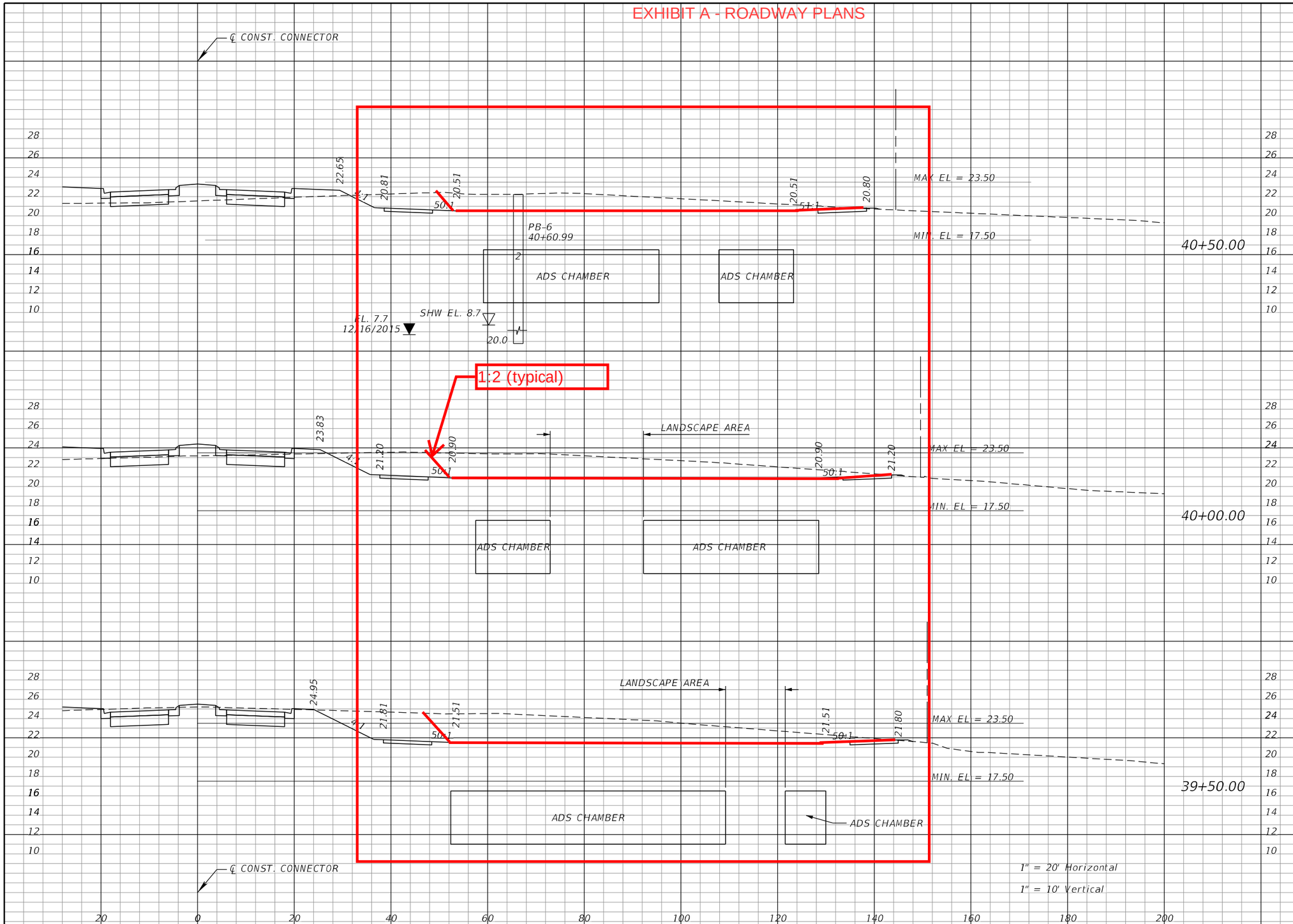
CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

STORMWATER CHAMBERS SECTIONS

SHEET NO. 57

EXHIBIT A - ROADWAY PLANS



Regular Exc. A	Regular Exc. V	Embankment A	Embankment V
46		0	
	100		0
62		0	
	118		0
65		0	
	139		0

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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

NIKKI E. ROWE, P.E.
P.E. LICENSE NUMBER 87498
ATKINS NORTH AMERICA, INC.
482 W. KELLER ROAD
ORLANDO, FL 32810
CERTIFICATE OF AUTHORIZATION: 24

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

STORMWATER CHAMBERS SECTIONS

SHEET NO. 58

EXHIBIT A - ROADWAY PLANS

℄ CONST. CONNECTOR

MAX EL = 23.50

MIN. EL = 17.50

19.64 19.34 19.34 20.38 20.68

50:1 20:1

ADS CHAMBER

42+00.00

1:2 (typical)

MAX EL = 23.50

MIN. EL = 17.50

20.32 20.02 20.02 20.74 21.04

50:1 20:1

ADS CHAMBER

41+50.00

MAX EL = 23.50

MIN. EL = 17.50

21.45 20.66 20.36 20.36 20.71 21.00

50:1 20:1

1

PB-2
41+12.84

2

ADS CHAMBER

GNE
4/23/2015

41+00.00

℄ CONST. CONNECTOR

1" = 20' Horizontal

1" = 10' Vertical

28 26 24 22 20 18 16 14 12 10

20 0 20 40 60 80 100 120 140 160 180 200

Regular Exc.		Embankment	
A	V	A	V
53	101	0	0
56	96	0	0
48	87	0	0

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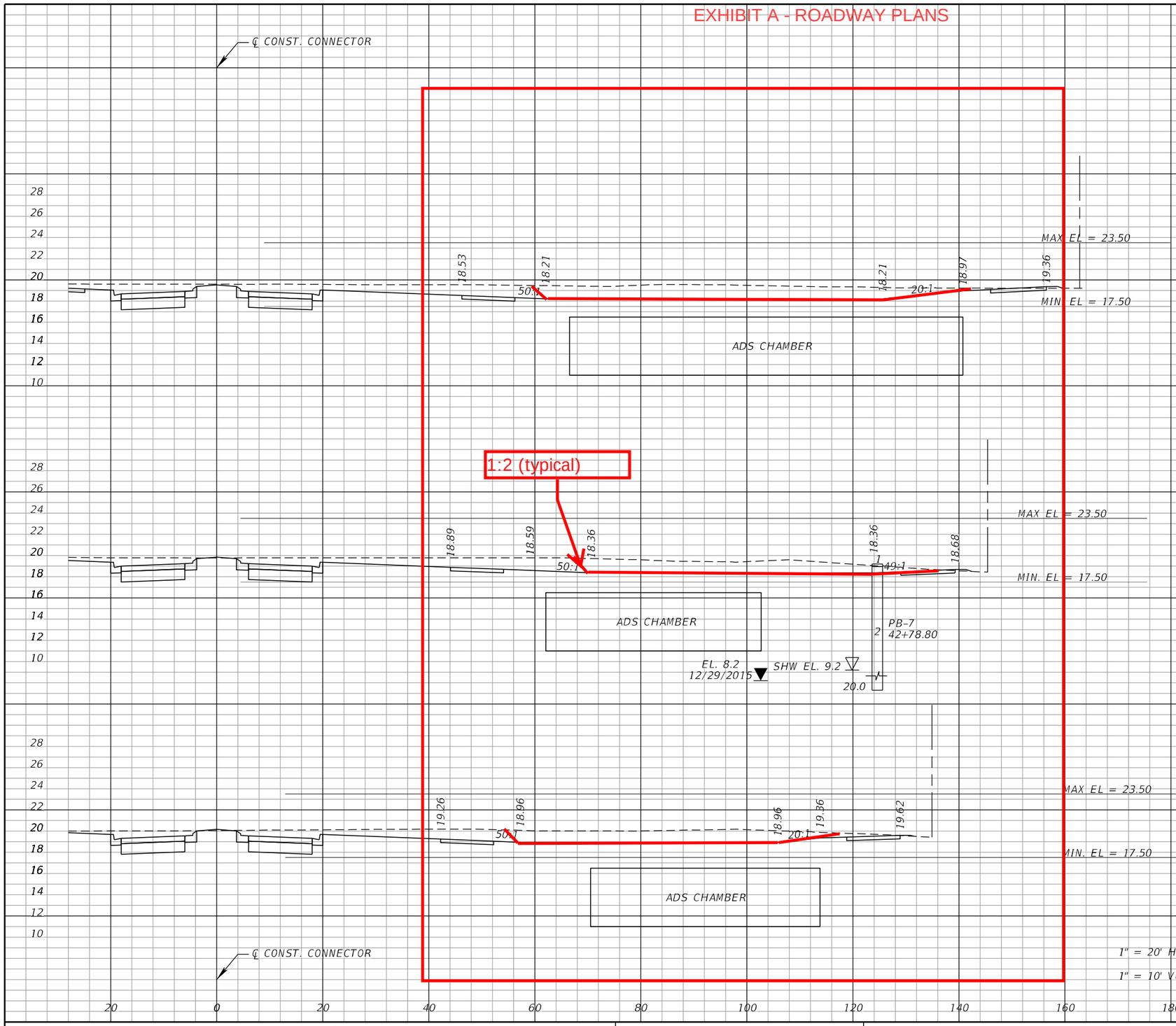
CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

STORMWATER CHAMBERS SECTIONS

SHEET NO. 59

EXHIBIT A - ROADWAY PLANS



	Regular Exc.		Embankment	
	A	V	A	V
43+50.00	66	128	0	0
43+00.00	72	118	0	0
42+50.00	55	100	0	0

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482 W. KELLER ROAD
ORLANDO, FL 32810
CERTIFICATE OF AUTHORIZATION: 24

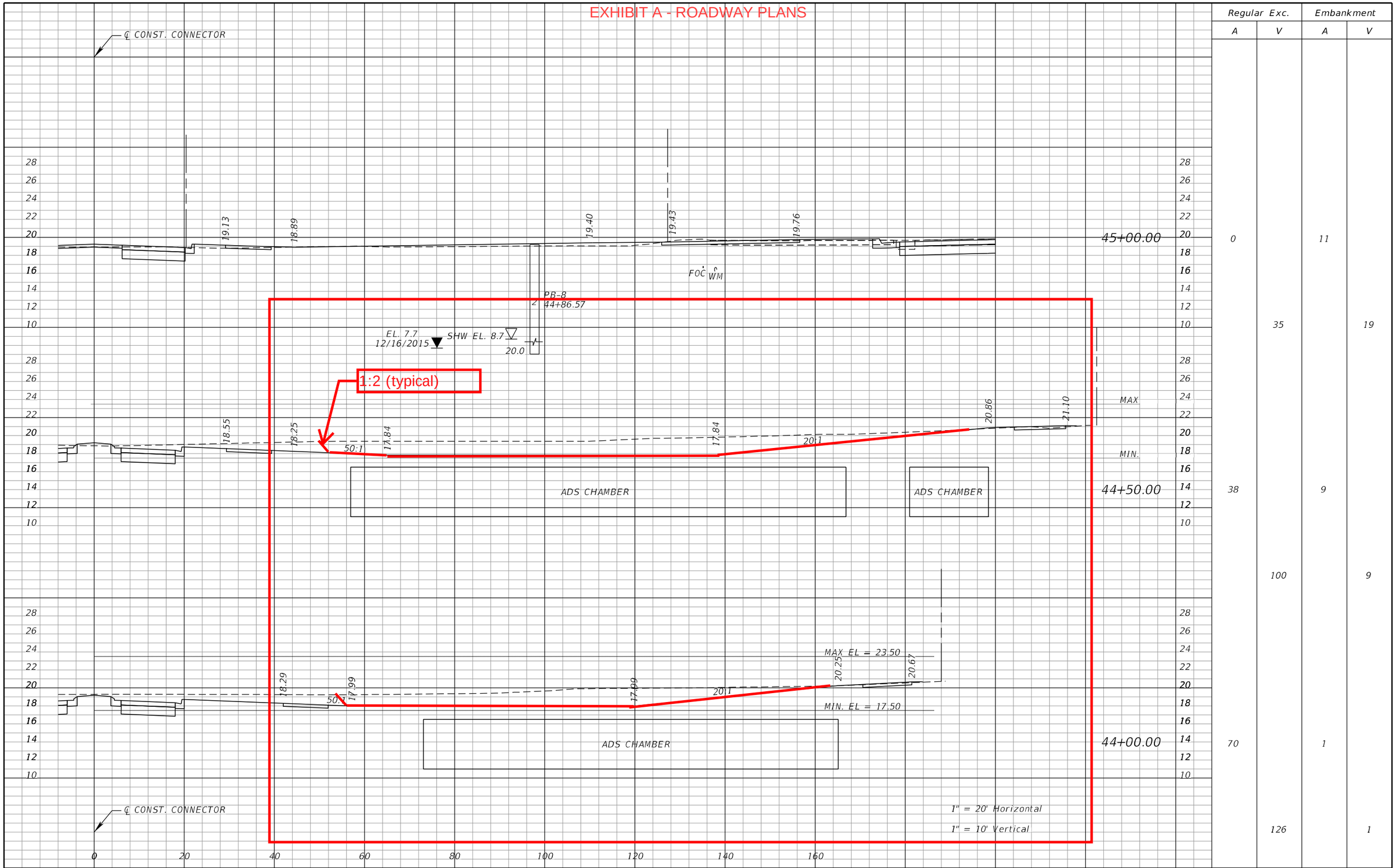
CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

STORMWATER CHAMBERS SECTIONS

SHEET NO. 60

EXHIBIT A - ROADWAY PLANS



	Regular Exc.		Embankment	
	A	V	A	V
45+00.00	0		11	
		35		19
44+50.00	38		9	
		100		9
44+00.00	70		1	
		126		1

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REVISIONS			
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482 W. KELLER ROAD
ORLANDO, FL 32810
CERTIFICATE OF AUTHORIZATION: 24

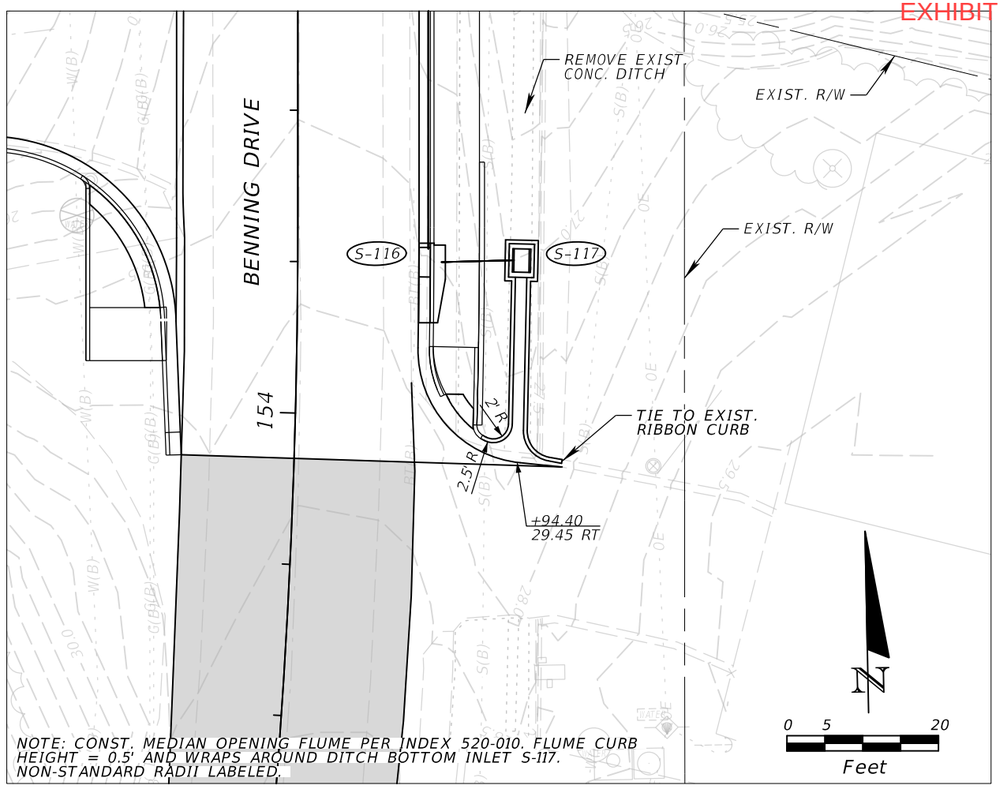
CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

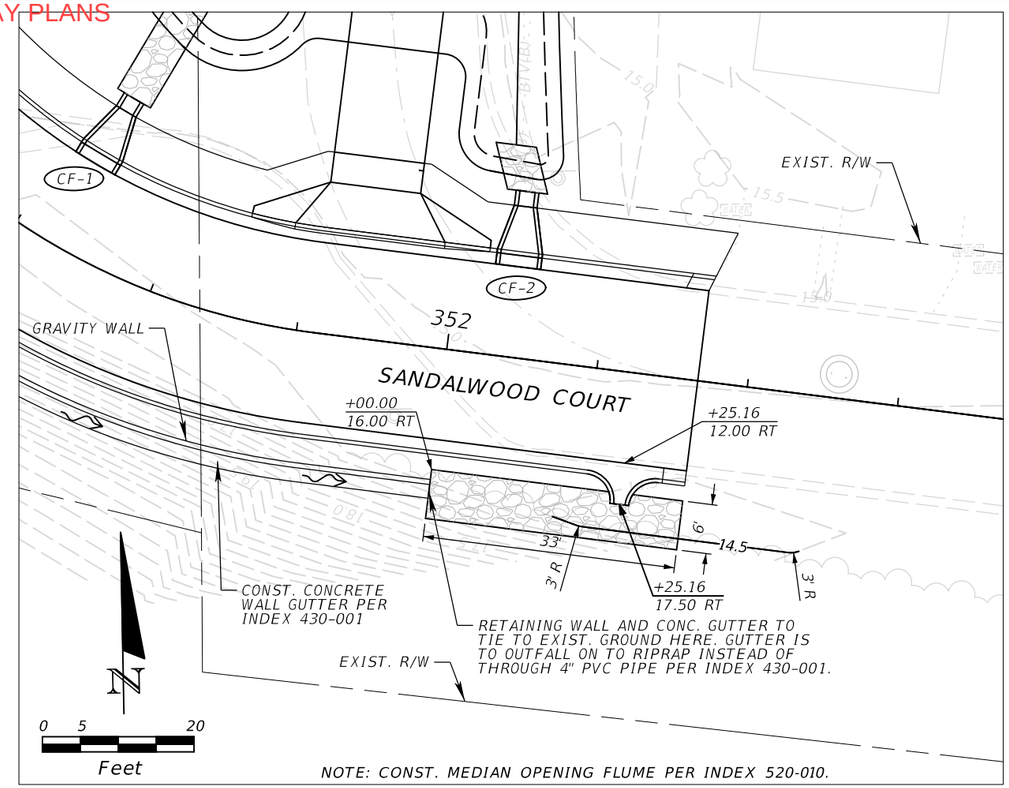
STORMWATER CHAMBERS SECTIONS

SHEET NO. 61

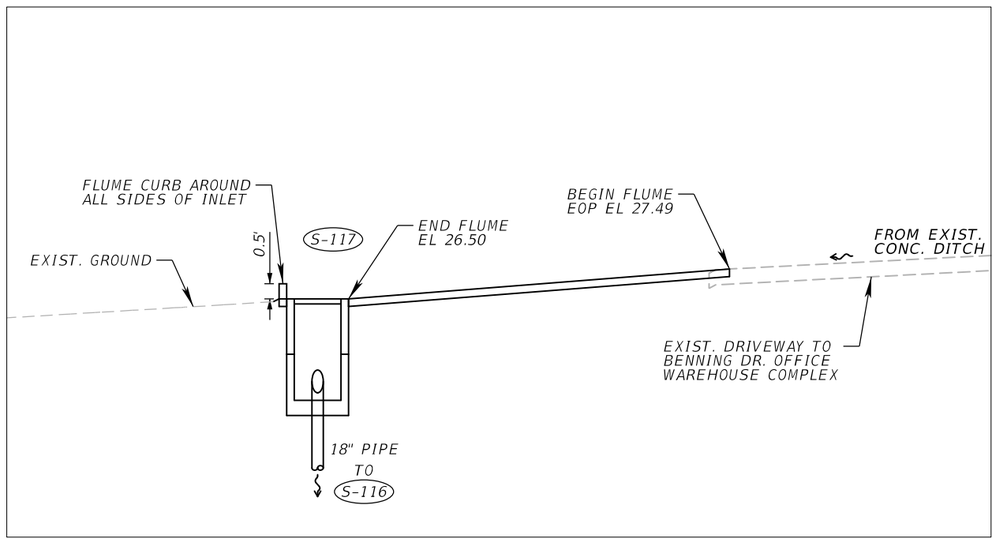
EXHIBIT A - ROADWAY PLANS



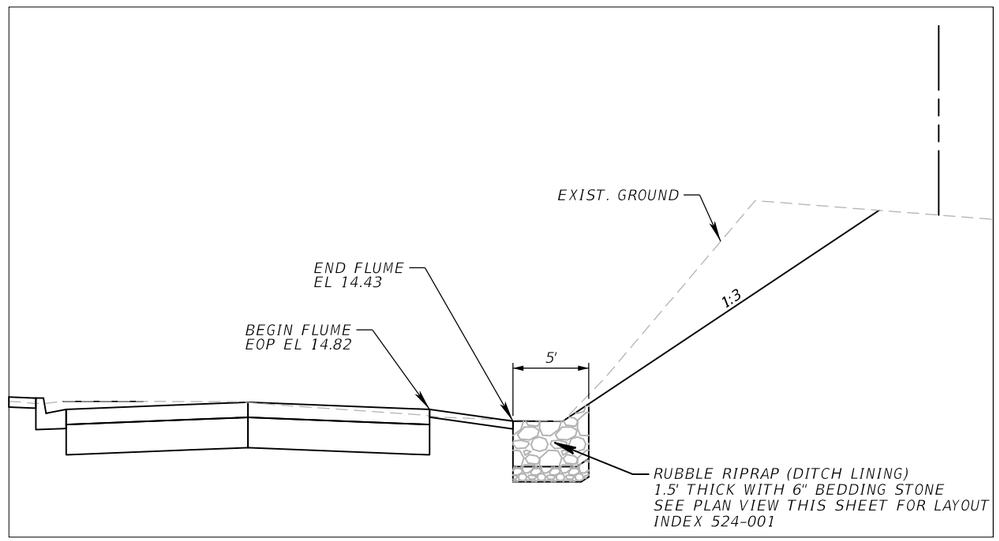
PLAN VIEW - BENNING FLUME



PLAN VIEW - SANDALWOOD FLUME



SECTION VIEW - BENNING FLUME
NTS



SECTION VIEW - SANDALWOOD FLUME
NTS

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

NIKKI E. ROWE, P.E.
P.E. LICENSE NUMBER 87498
ATKINS NORTH AMERICA, INC.
482 W. KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

DRAINAGE DETAILS - FLUMES

SHEET NO. 62

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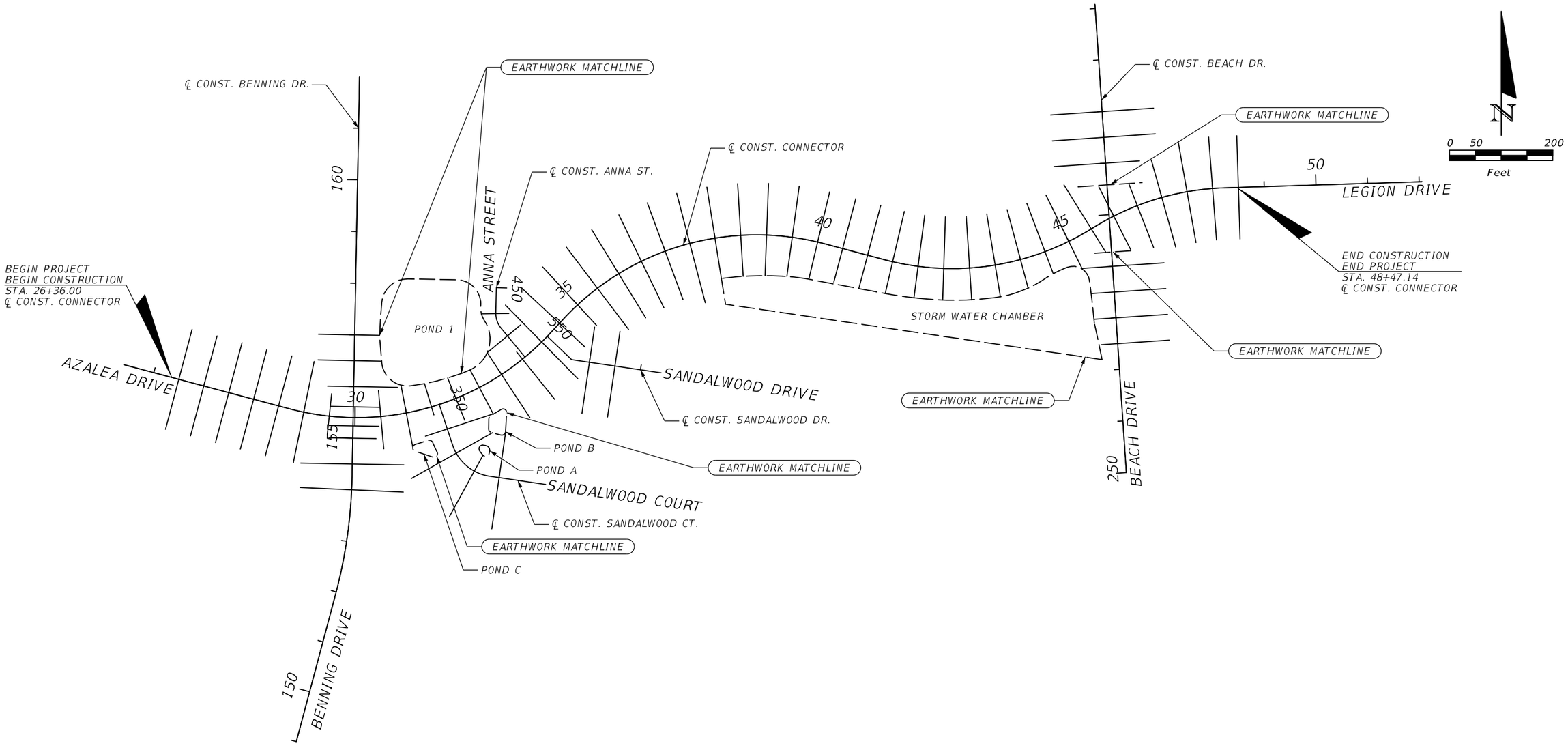
EXHIBIT A - ROADWAY PLANS



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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

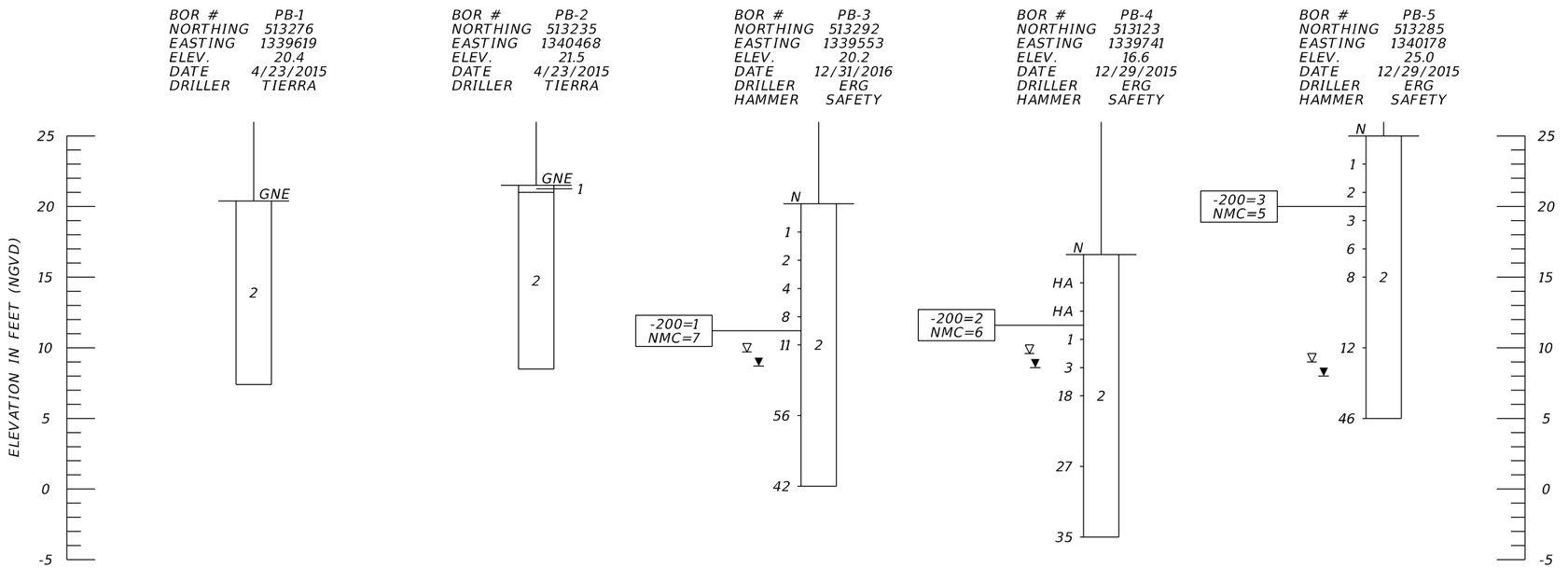
EDWIN J. RAMOS, P.E.
P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

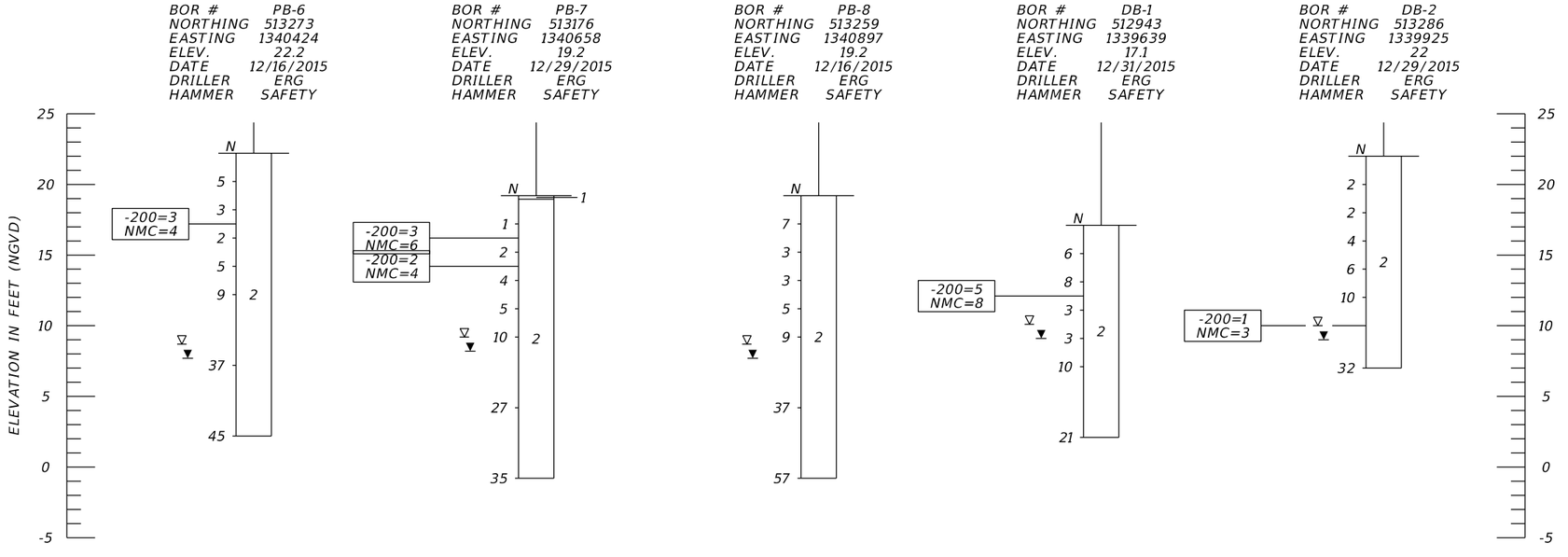
CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

CROSS SECTION
PATTERN LAYOUT

SHEET NO. 63





LEGEND

1.	TOPSOIL
2.	OFFWHITE, LIGHT GRAY, TAN, ORANGE SAND (SP)
	* - WITH CONCRETE DEBRIS
SP	UNIFIED SOIL CLASSIFICATION SYSTEM (ASTM D 2487) GROUP SYMBOL AS DETERMINED BY VISUAL REVIEW AND LABORATORY TESTING ON SELECTED SAMPLES FOR CONFIRMATION OF VISUAL REVIEW.
N	NUMBERS TO THE LEFT OF BORINGS INDICATE SPT VALUE FOR 12 INCHES OF PENETRATION (UNLESS OTHERWISE NOTED).
HA	HAND AUGERED TO VERIFY UTILITY CLEARANCE
-200	PERCENT PASSING #200 SIEVE
NMC	NATURAL MOISTURE CONTENT (%)
▽	ESTIMATED SEASONAL HIGH GROUNDWATER TABLE
▼	GROUNDWATER LEVEL ENCOUNTERED DURING FIELD EXPLORATIONS
GNE	GROUNDWATER NOT ENCOUNTERED

	SAFETY HAMMER	AUTOMATIC HAMMER
GRANULAR MATERIALS- RELATIVE DENSITY	SPT N-VALUE (BLOWS/FT.)	SPT N-VALUE (BLOWS/FT.)
VERY LOOSE	LESS THAN 4	LESS THAN 3
LOOSE	4 to 10	3 to 8
MEDIUM DENSE	10 to 30	8 to 24
DENSE	30 to 50	24 to 40
VERY DENSE	GREATER THAN 50	GREATER THAN 40
SILTS AND CLAYS CONSISTENCY	SPT N-VALUE (BLOWS/FT.)	SPT N-VALUE (BLOWS/FT.)
VERY SOFT	LESS THAN 2	LESS THAN 1
SOFT	2 to 4	1 to 3
FIRM	4 to 8	3 to 6
STIFF	8 to 15	6 to 12
VERY STIFF	15 to 30	12 to 24
HARD	GREATER THAN 30	GREATER THAN 24

REVISIONS

DATE	DESCRIPTION	DATE	DESCRIPTION

MITCHELL L. SMITH, P.E.
P.E. LICENSE NUMBER 43416
TIERRA, INC.
1300 WEST MAIN STREET
PENSACOLA, FLORIDA 32502

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

ROADWAY SOIL PROFILES (1)

SHEET NO. 64

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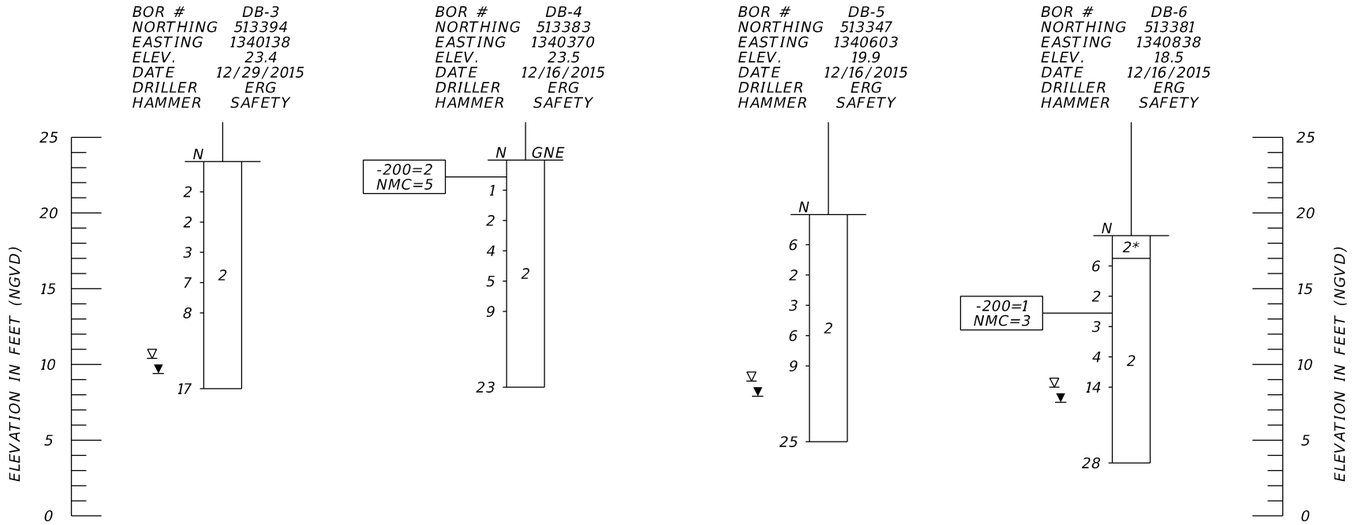

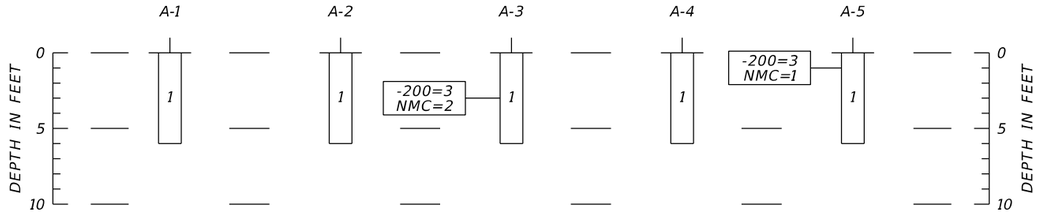

LEGEND

1.	TOPSOIL
2.	OFFWHITE, LIGHT GRAY, TAN, ORANGE SAND (SP)
	* - WITH CONCRETE DEBRIS
SP	UNIFIED SOIL CLASSIFICATION SYSTEM (ASTM D 2487) GROUP SYMBOL AS DETERMINED BY VISUAL REVIEW AND LABORATORY TESTING ON SELECTED SAMPLES FOR CONFIRMATION OF VISUAL REVIEW.
N	NUMBERS TO THE LEFT OF BORINGS INDICATE SPT VALUE FOR 12 INCHES OF PENETRATION (UNLESS OTHERWISE NOTED).
HA	HAND AUGERED TO VERIFY UTILITY CLEARANCE
-200 NMC	PERCENT PASSING #200 SIEVE NATURAL MOISTURE CONTENT (%)
▽	ESTIMATED SEASONAL HIGH GROUNDWATER TABLE
▼	GROUNDWATER LEVEL ENCOUNTERED DURING FIELD EXPLORATIONS
GNE	GROUNDWATER NOT ENCOUNTERED

	SAFETY HAMMER	AUTOMATIC HAMMER
GRANULAR MATERIALS- RELATIVE DENSITY	SPT N-VALUE (BLOWS/FT.)	SPT N-VALUE (BLOWS/FT.)
VERY LOOSE LOOSE MEDIUM DENSE DENSE VERY DENSE	LESS THAN 4 4 to 10 10 to 30 30 to 50 GREATER THAN 50	LESS THAN 3 3 to 8 8 to 24 24 to 40 GREATER THAN 40
SILTS AND CLAYS CONSISTENCY	SPT N-VALUE (BLOWS/FT.)	SPT N-VALUE (BLOWS/FT.)
VERY SOFT SOFT FIRM STIFF VERY STIFF HARD	LESS THAN 2 2 to 4 4 to 8 8 to 15 15 to 30 GREATER THAN 30	LESS THAN 1 1 to 3 3 to 6 6 to 12 12 to 24 GREATER THAN 24

LEGEND

1.	LIGHT GRAY, TAN, ORANGE SAND (SP)
SP	UNIFIED SOIL CLASSIFICATION SYSTEM (ASTM D 2487) GROUP SYMBOL AS DETERMINED BY VISUAL REVIEW AND LABORATORY TESTING ON SELECTED SAMPLES FOR CONFIRMATION OF VISUAL REVIEW.
-200 NMC	PERCENT PASSING #200 SIEVE NATURAL MOISTURE CONTENT (%)
GNE	GROUNDWATER NOT ENCOUNTERED

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REVISIONS

DATE	DESCRIPTION	DATE	DESCRIPTION

MITCHELL L. SMITH, P.E.
P.E. LICENSE NUMBER 43416
TIERRA, INC.
1300 WEST MAIN STREET
PENSACOLA, FLORIDA 32502

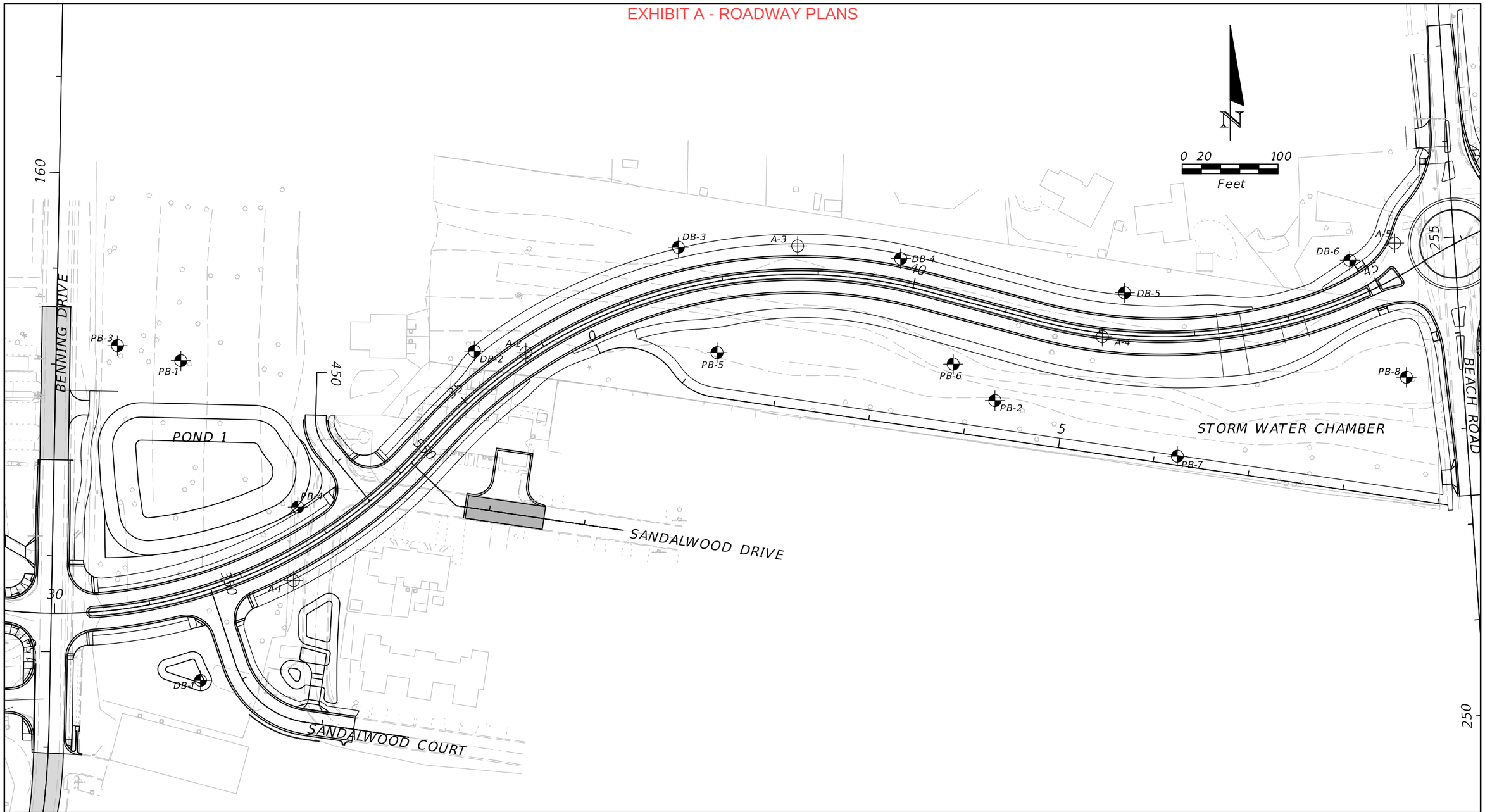
CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

ROADWAY SOIL PROFILES (2)

SHEET NO. 65

EXHIBIT A - ROADWAY PLANS



LEGEND

⊕ APPROXIMATE AUGER BORING LOCATION

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

MITCHELL L. SMITH, P.E.
P.E. LICENSE NUMBER 43416
TIERRA, INC.
1300 WEST MAIN STREET
PENSACOLA, FLORIDA 32502

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

BORING LOCATION PLAN

SHEET NO. 66

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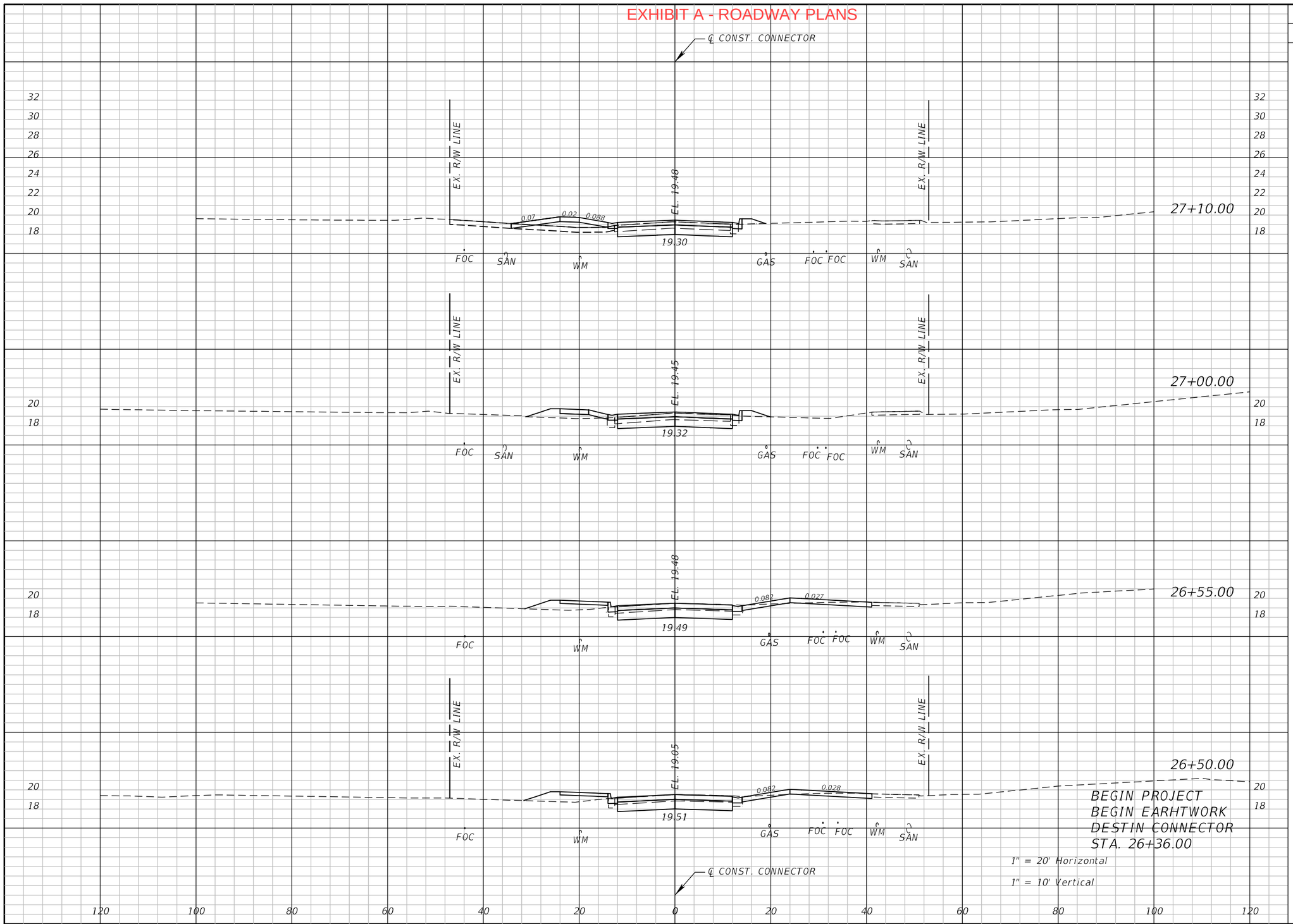
EXHIBIT A - ROADWAY PLANS



	Regular Exc.		Embankment	
	A	V	A	V
	33.9		6.9	
		13		3
	33.8		9.7	
		65		16
	44.8		9.9	
		8		2
	44.8		10.2	
		23		5
	44.8		10.2	

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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

EDWIN J. RAMOS, P.E.
P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

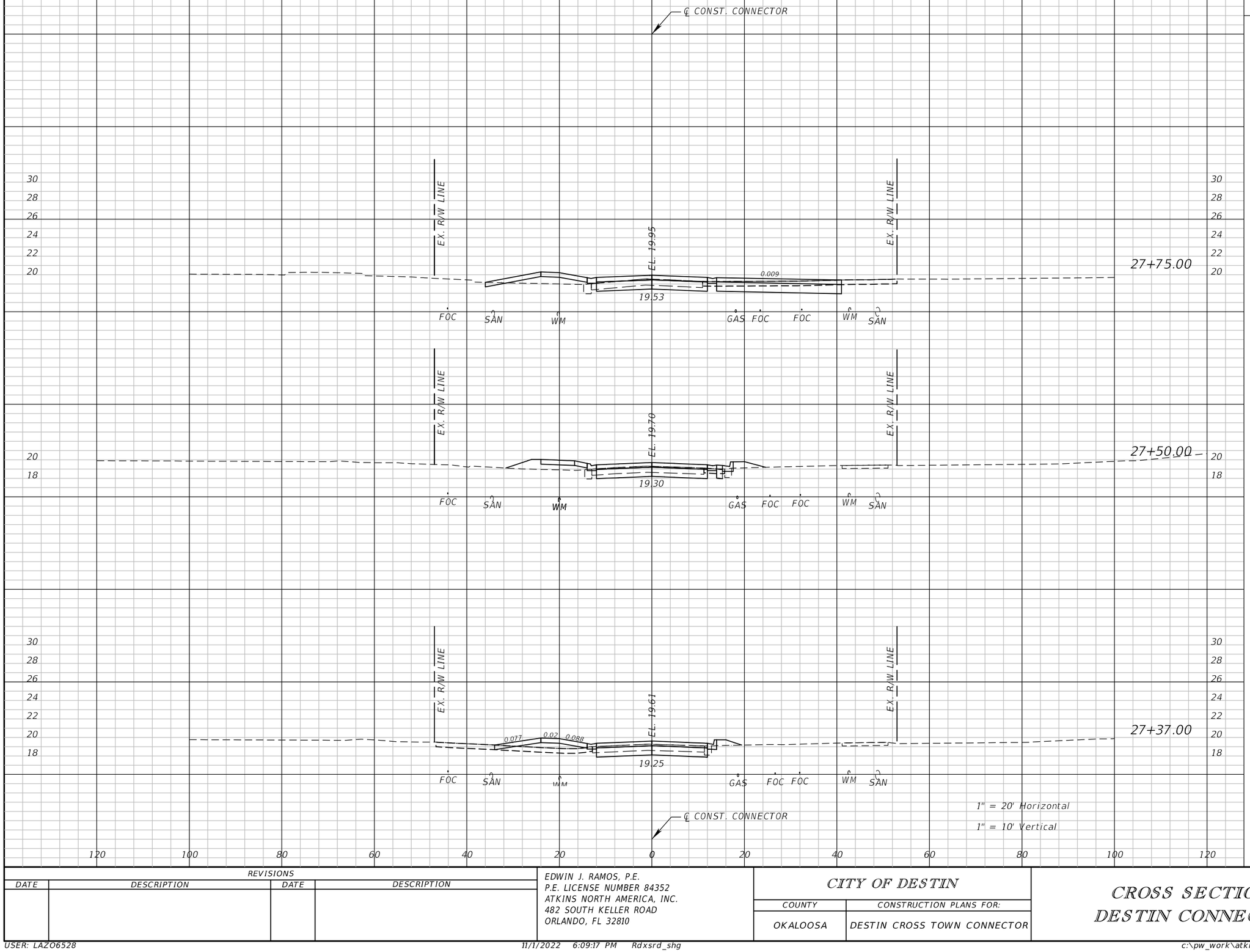
CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

CROSS SECTIONS
DESTIN CONNECTOR

SHEET NO. 67

EXHIBIT A - ROADWAY PLANS



Regular Exc.		Embankment	
A	V	A	V
59.8	41	8.8	10
29.4	14	13.2	5
30.6	32	7.6	7

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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

EDWIN J. RAMOS, P.E.
P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

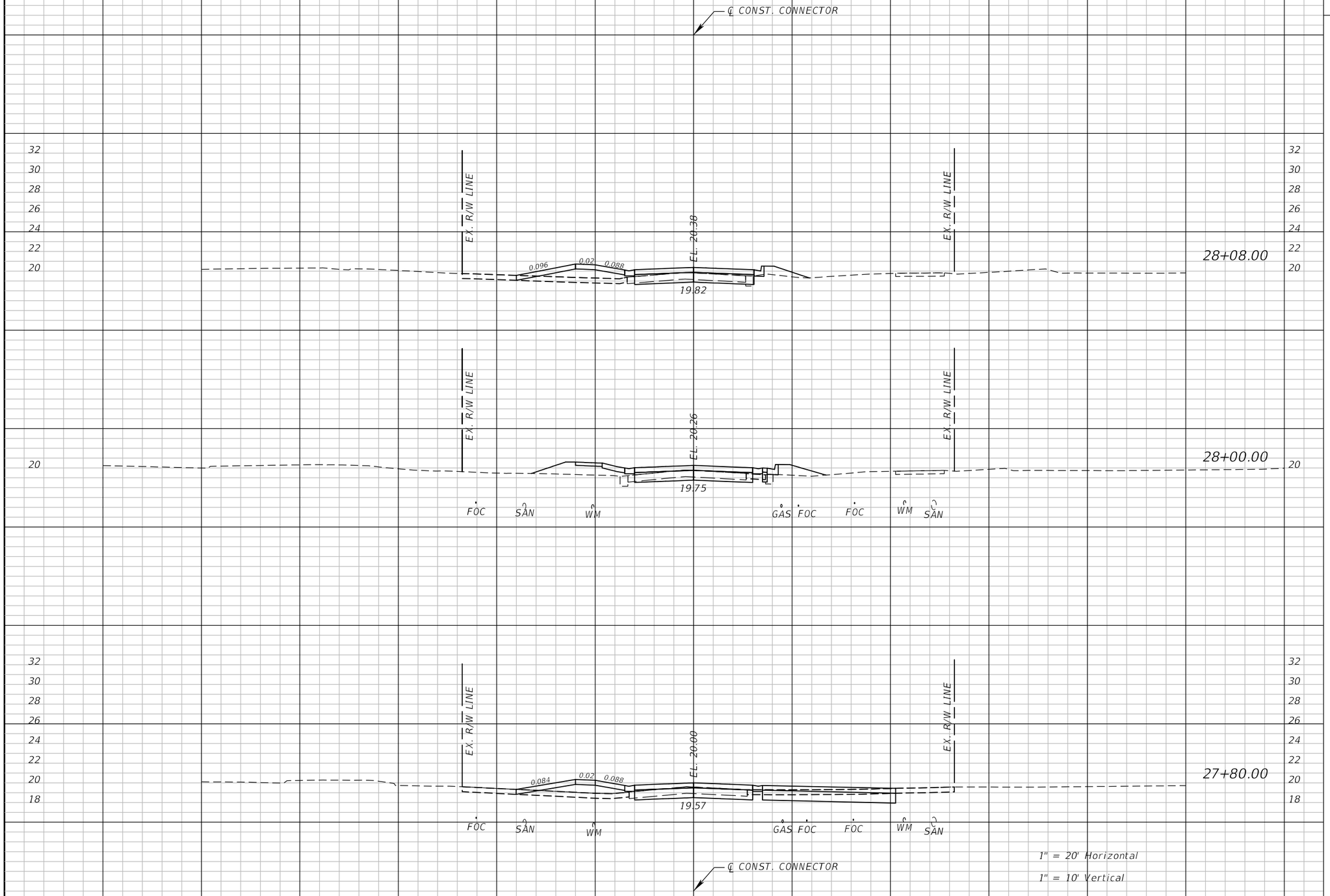
CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

CROSS SECTIONS
DESTIN CONNECTOR

SHEET NO. 68

EXHIBIT A - ROADWAY PLANS



	Regular Exc.		Embankment	
	A	V	A	V
28+08.00	23.4		15.7	
		7		5
28+00.00	23.1		21.3	
		31		12
27+80.00	59.3		9.8	
		11		2

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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

EDWIN J. RAMOS, P.E.
P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

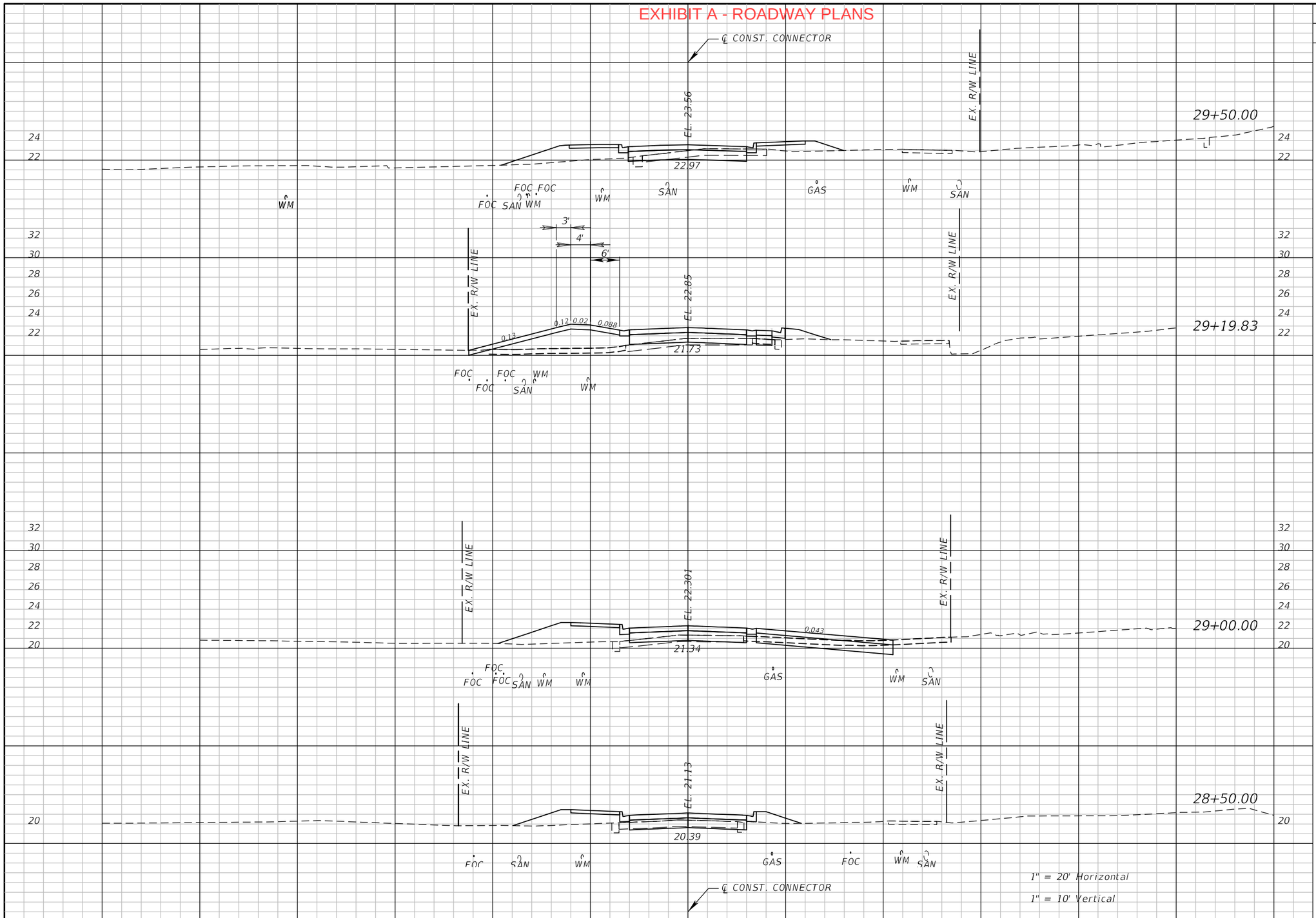
CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

CROSS SECTIONS
DESTIN CONNECTOR

SHEET NO. 69

EXHIBIT A - ROADWAY PLANS



Regular Exc.		Embankment	
A	V	A	V
22.3		37.4	
	19		45
11.3		42.9	
	19		29
39.9		36.0	
	54		59
18.9		27.8	
	33		34

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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

EDWIN J. RAMOS, P.E.
P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

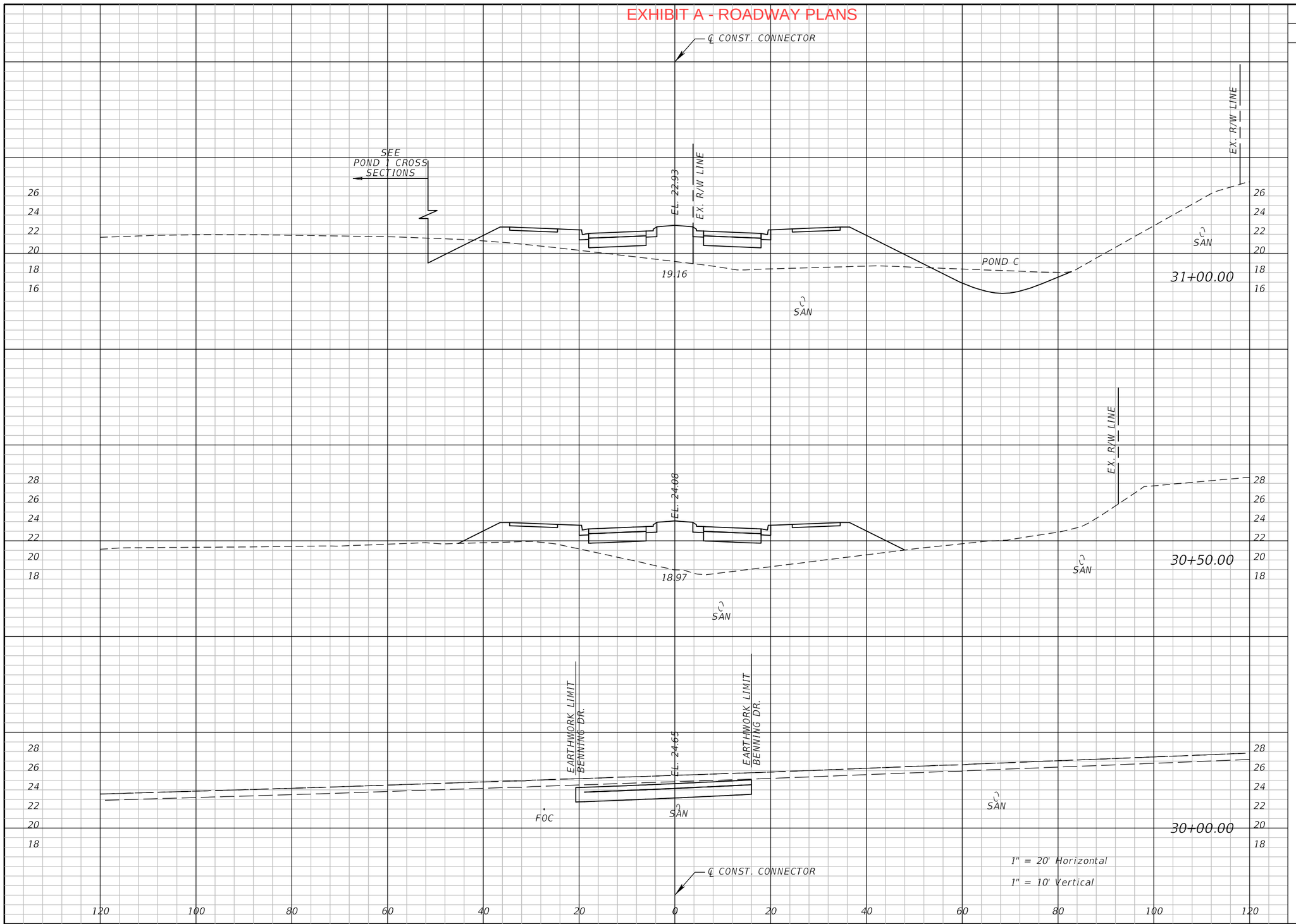
CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

CROSS SECTIONS
DESTIN CONNECTOR

SHEET NO. 70

EXHIBIT A - ROADWAY PLANS



Regular Exc.		Embankment	
A	V	A	V
54.1		215.6	
	50		424
0.0		242.8	
	80		225
86.8		0.0	
	101		35

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

EDWIN J. RAMOS, P.E.
P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

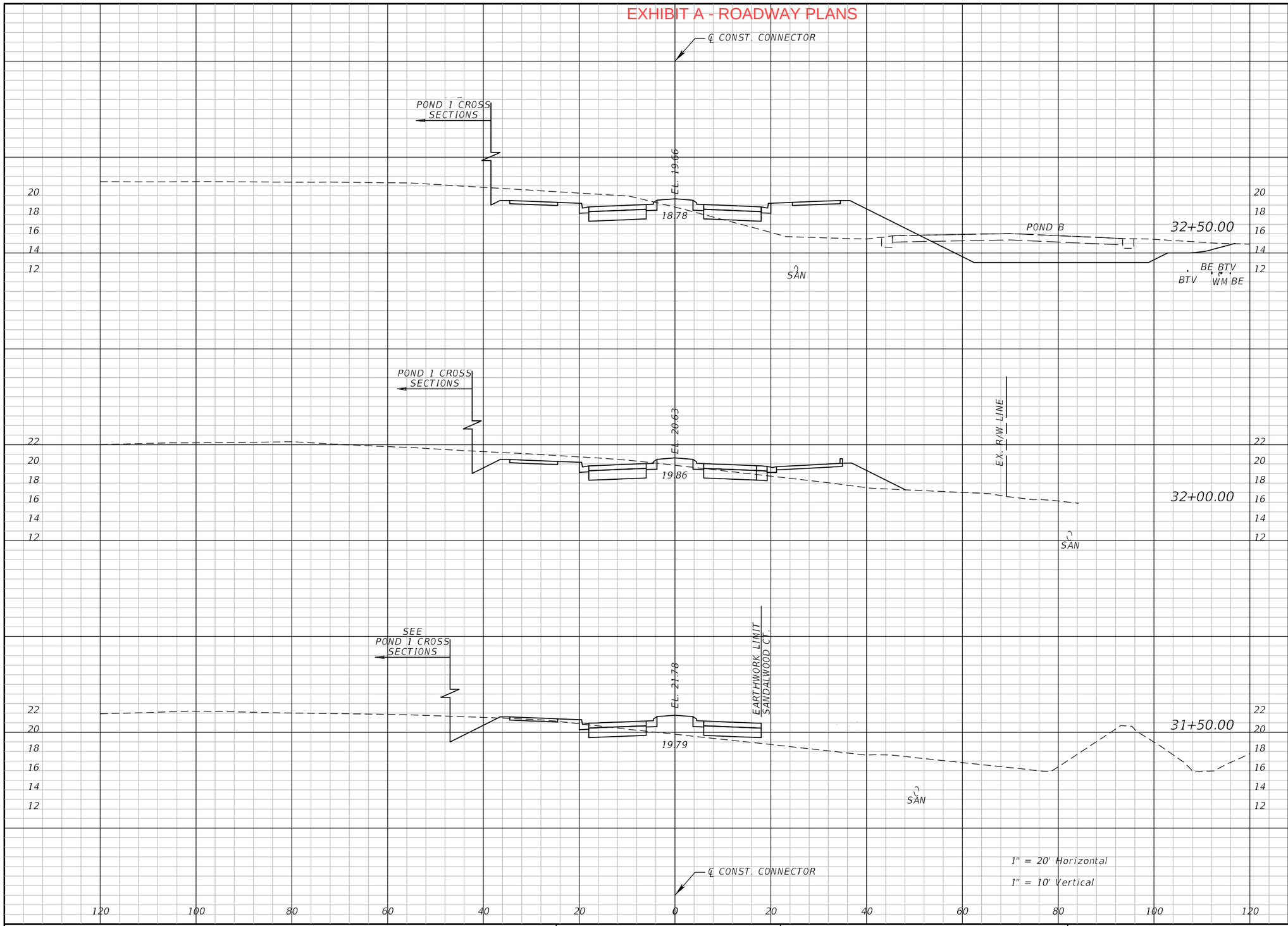
COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

CROSS SECTIONS
DESTIN CONNECTOR

SHEET NO. 71

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

EXHIBIT A - ROADWAY PLANS



Regular Exc.		Embankment	
A	V	A	V
199.9		100.4	
	243		132
62.3		42.2	
	82		62
26.5		24.6	
	75		222

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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

EDWIN J. RAMOS, P.E.
P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

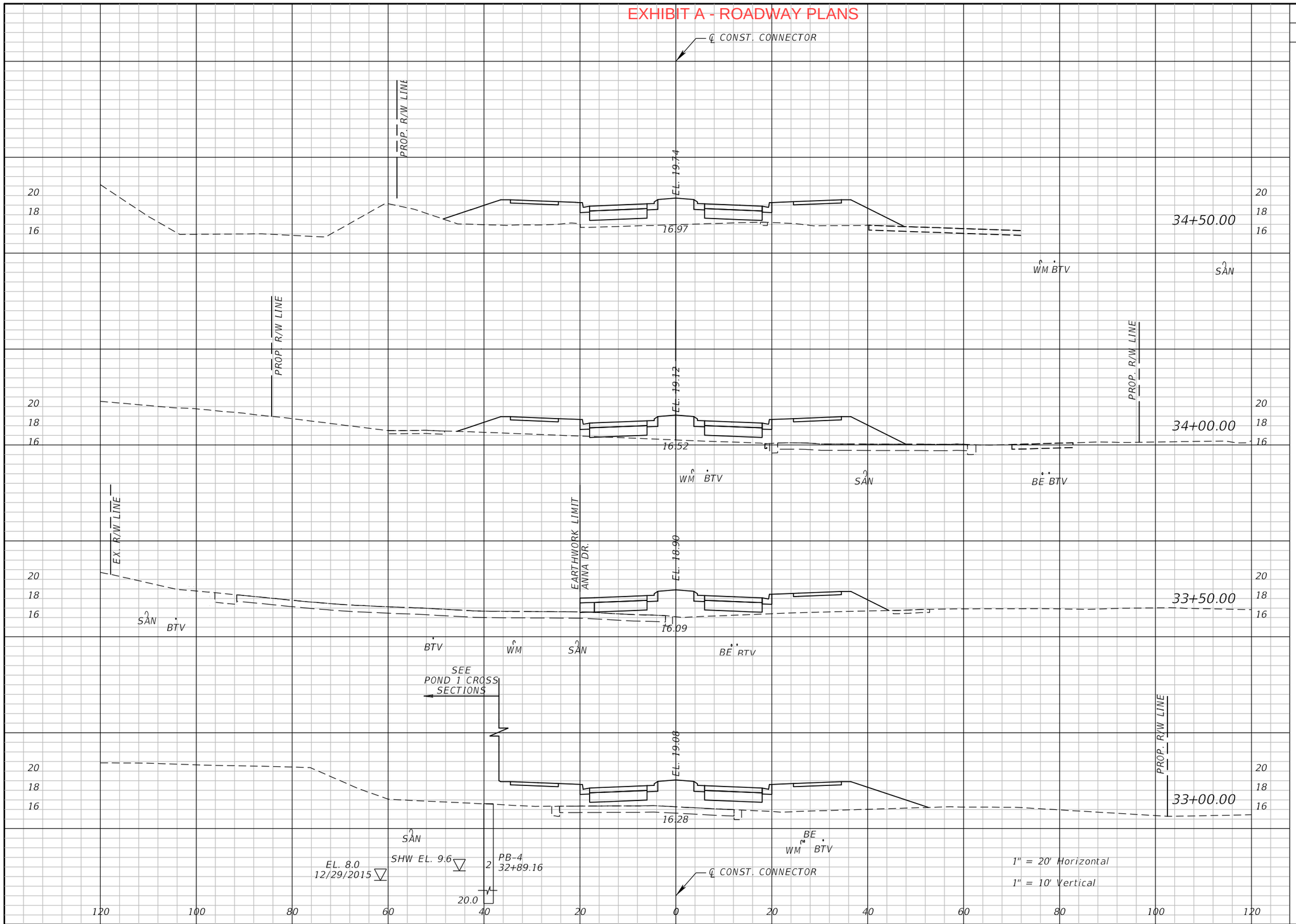
CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

CROSS SECTIONS DESTIN CONNECTOR

SHEET NO. 72

EXHIBIT A - ROADWAY PLANS



Regular Exc.		Embankment	
A	V	A	V
0.0		152.9	
	0		260
0.2		128.1	
	0		189
0.1		76.4	
	0		216
0.0		156.4	
	185		238

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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

EDWIN J. RAMOS, P.E.
P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

CROSS SECTIONS
DESTIN CONNECTOR

SHEET NO. 73

EXHIBIT A - ROADWAY PLANS



Regular Exc.		Embankment	
A	V	A	V
79.4		6.3	
	192		6
128.3		0.0	
	251		28
143.1		30.2	
	133		192
0.0		177.3	
	0		306

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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

EDWIN J. RAMOS, P.E.
P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

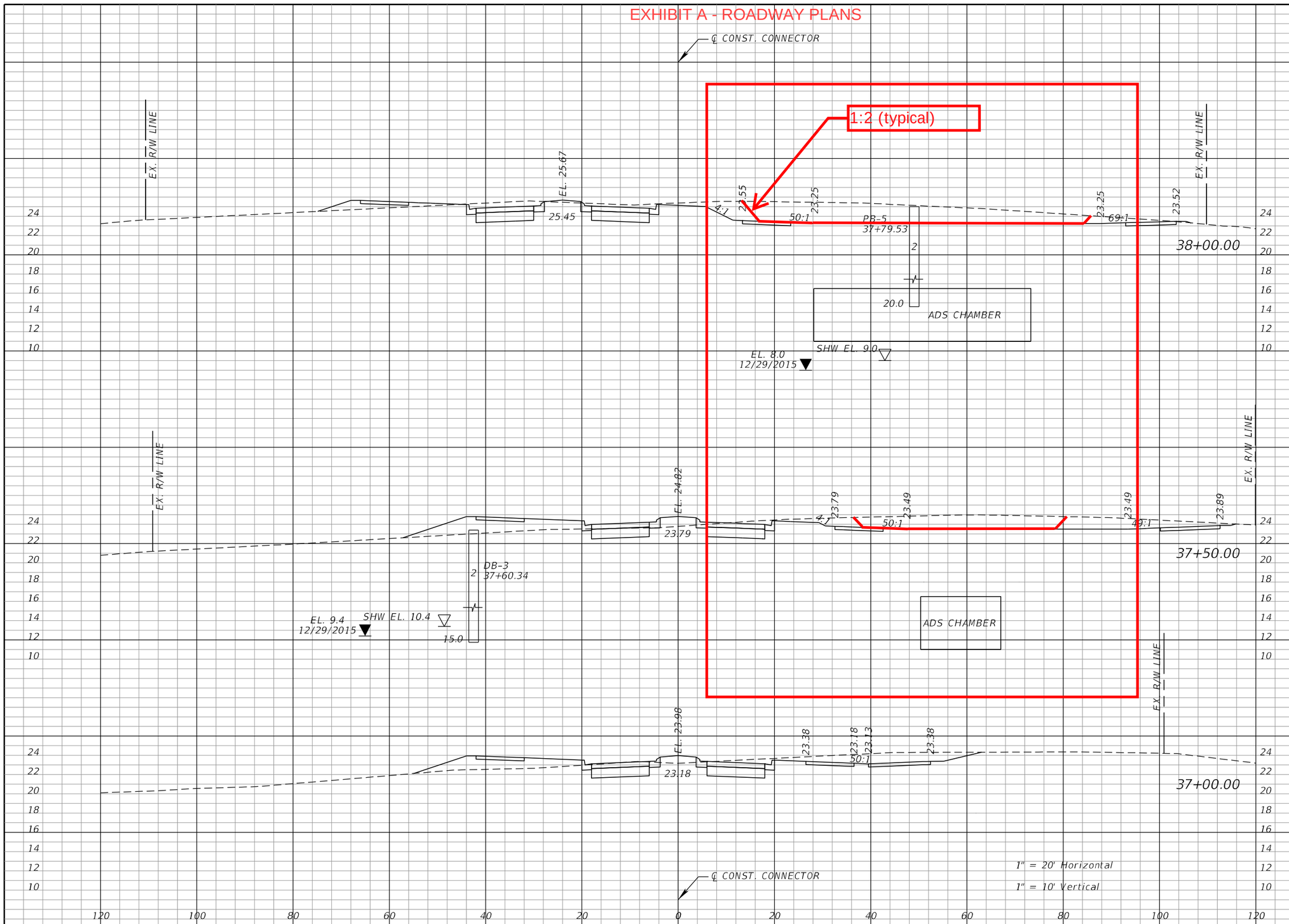
CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

CROSS SECTIONS
DESTIN CONNECTOR

SHEET NO. 74

EXHIBIT A - ROADWAY PLANS



Regular Exc.		Embankment	
A	V	A	V
348.1	532	12.7	55
226.4	287	47.0	76
83.1	150	35.2	38

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P.E. LICENSE NUMBER 84352
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482 SOUTH KELLER ROAD
ORLANDO, FL 32810

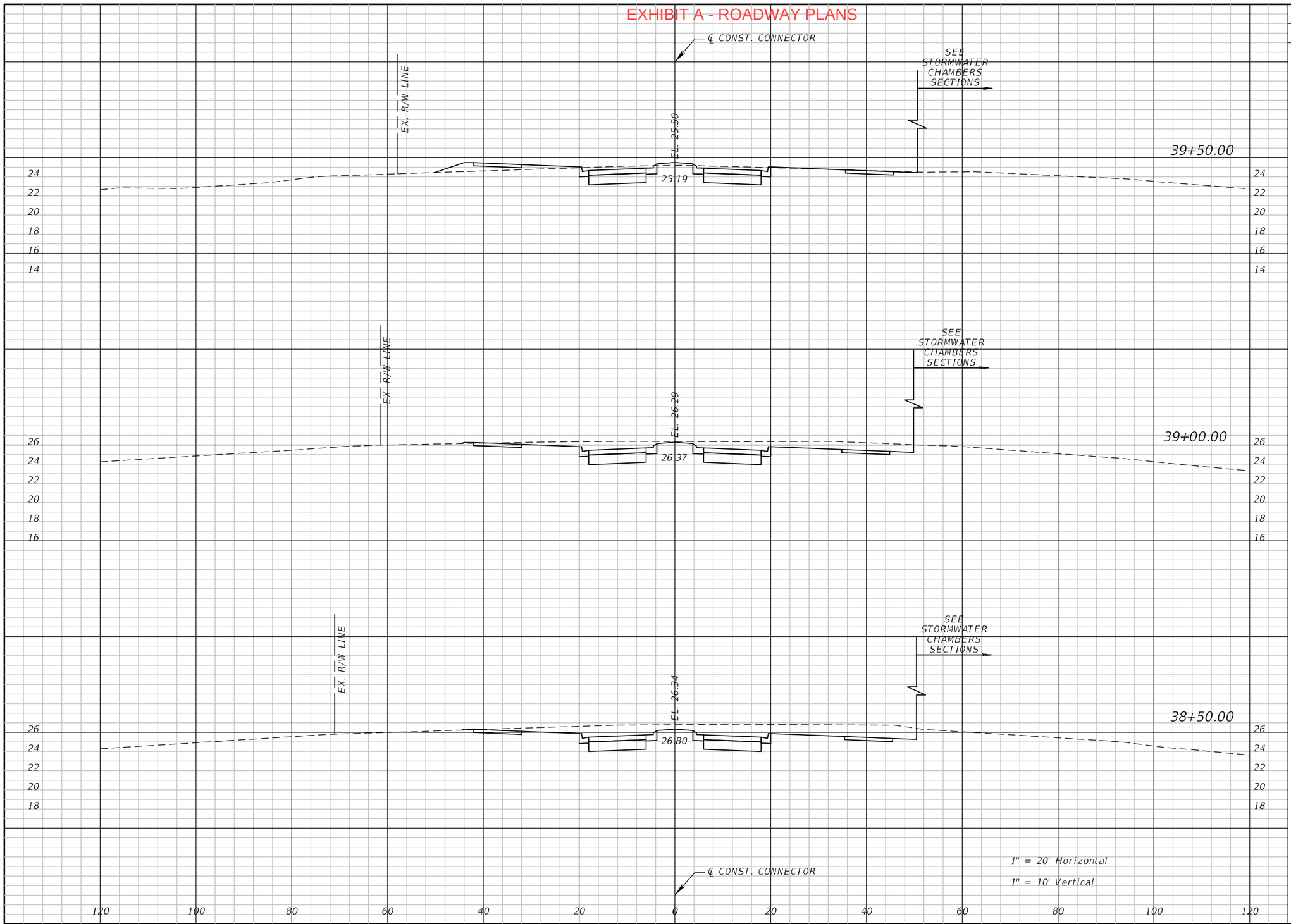
CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

CROSS SECTIONS
DESTIN CONNECTOR

SHEET NO. 75

EXHIBIT A - ROADWAY PLANS



Regular Exc.		Embankment	
A	V	A	V
137.1		14.6	
	329		14
218.4		0.2	
	441		0
258.0		0.1	
	561		12

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482 SOUTH KELLER ROAD
ORLANDO, FL 32810

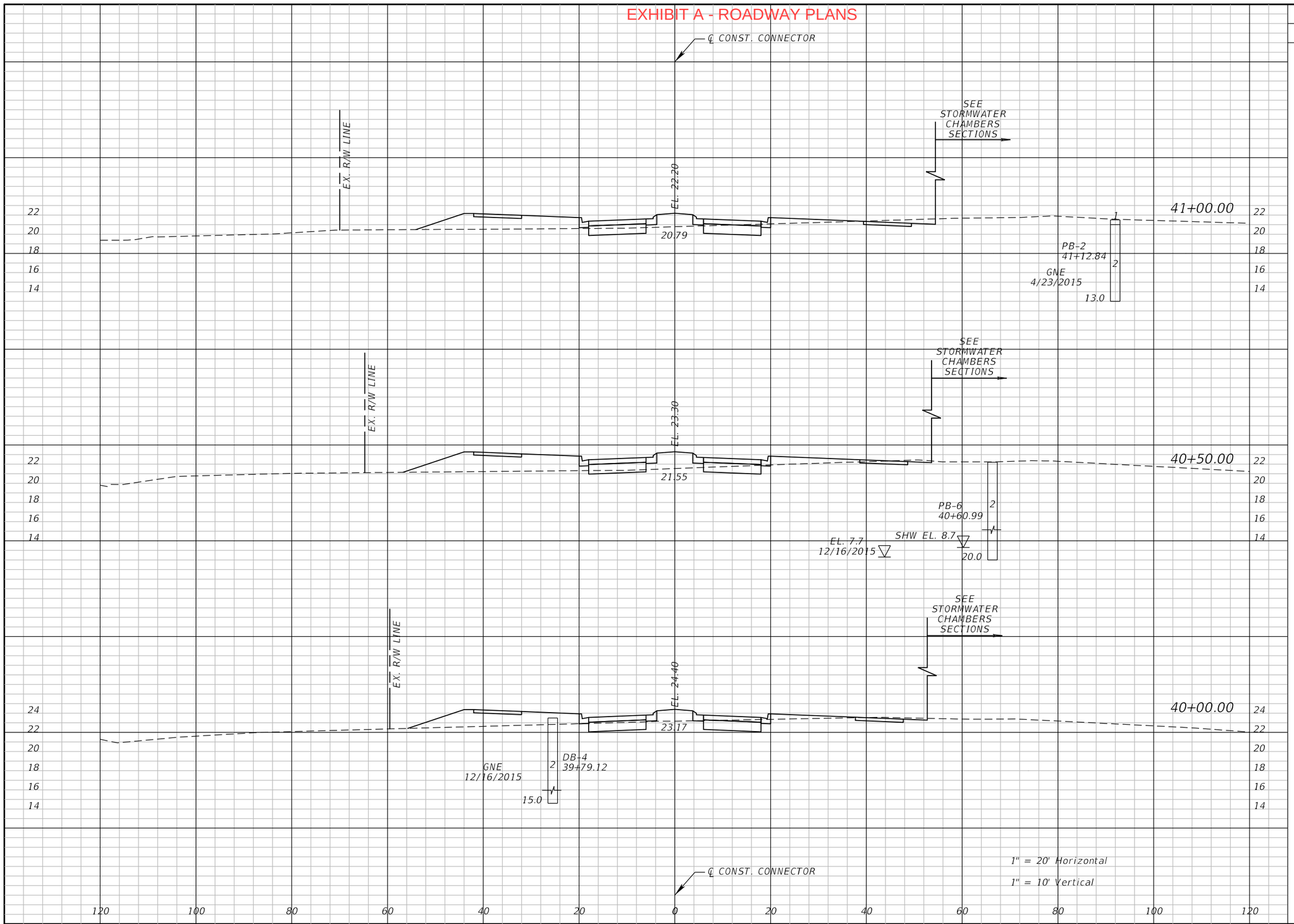
CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

CROSS SECTIONS
DESTIN CONNECTOR

SHEET NO. 76

EXHIBIT A - ROADWAY PLANS



Regular Exc.		Embankment	
A	V	A	V
54.5		56.2	
	98		126
51.8		79.7	
	129		126
87.1		55.9	
	208		65

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482 SOUTH KELLER ROAD
ORLANDO, FL 32810

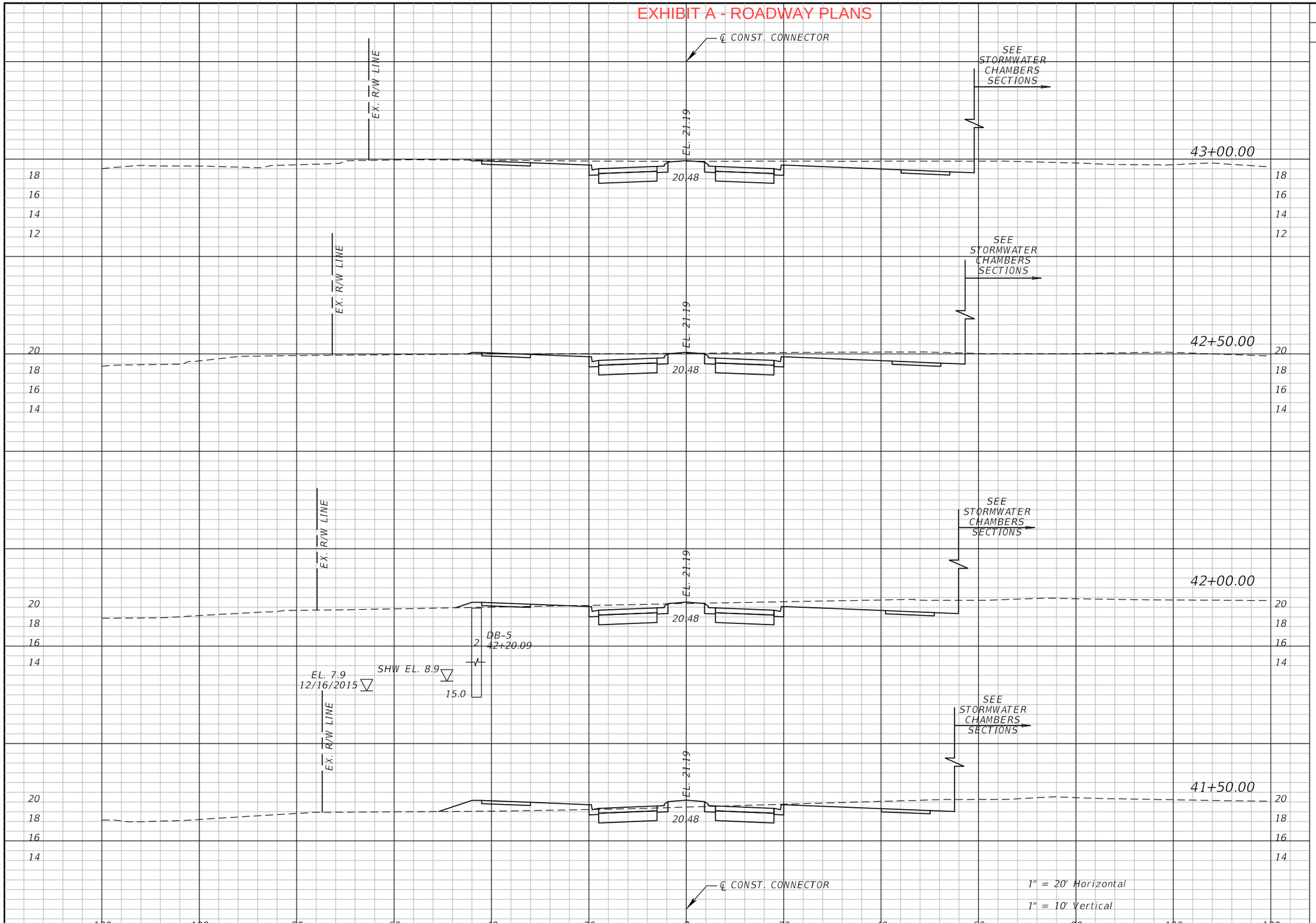
CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

CROSS SECTIONS
DESTIN CONNECTOR

SHEET NO. 77

EXHIBIT A - ROADWAY PLANS



Regular Exc.		Embankment	
A	V	A	V
109.7		0.1	
	201		1
107.1		0.7	
	201		4
109.7		3.9	
	181		27
86.2		25.4	
	130		76

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482 SOUTH KELLER ROAD
ORLANDO, FL 32810

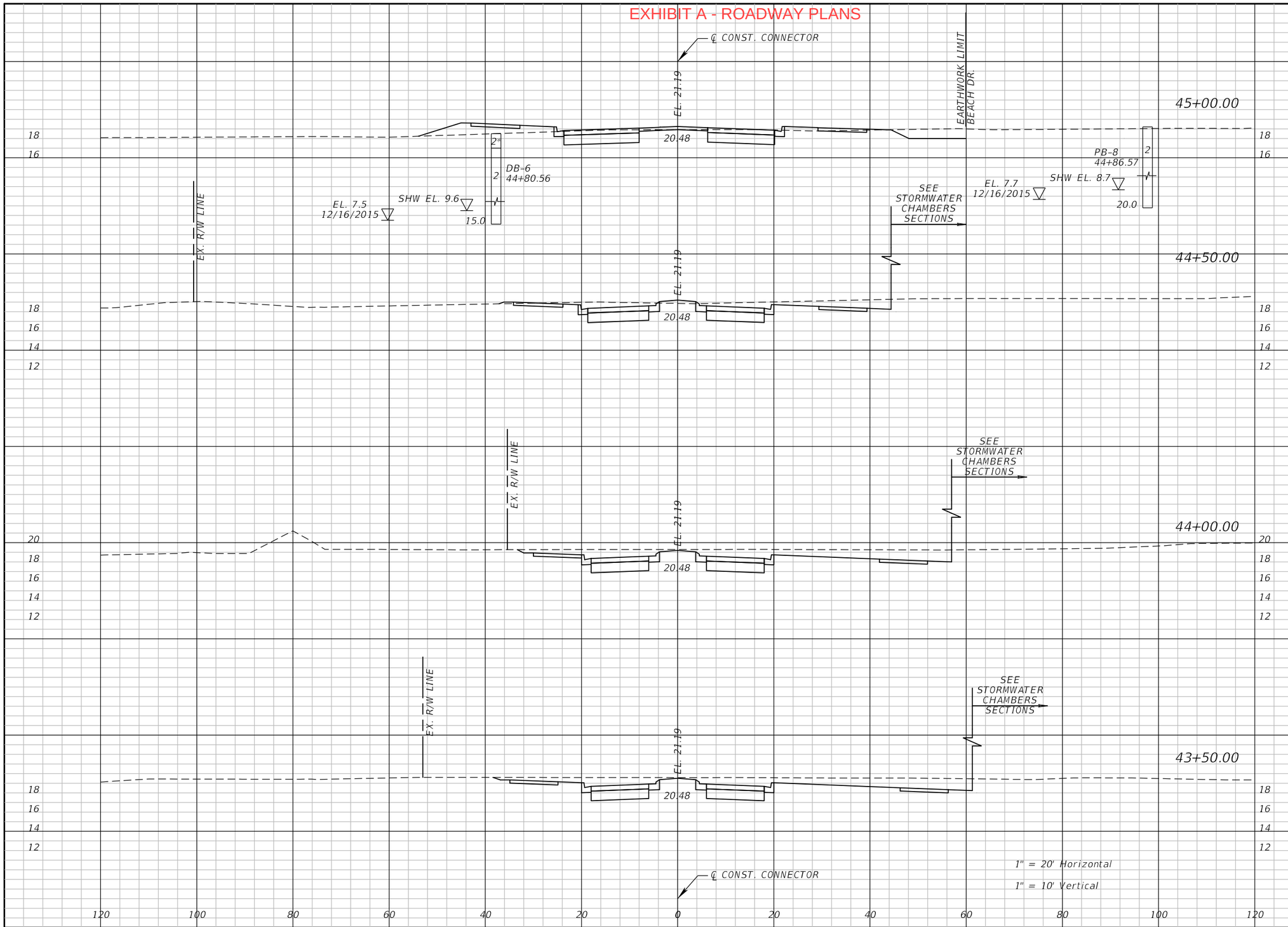
CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

CROSS SECTIONS
DESTIN CONNECTOR

SHEET NO. 78

EXHIBIT A - ROADWAY PLANS



Regular Exc.		Embankment	
A	V	A	V
59.8		21.9	
	131		22
82.2		2.4	
	182		2
114.3		0.0	
	216		0
119.4		0.0	
	212		0

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ORLANDO, FL 32810

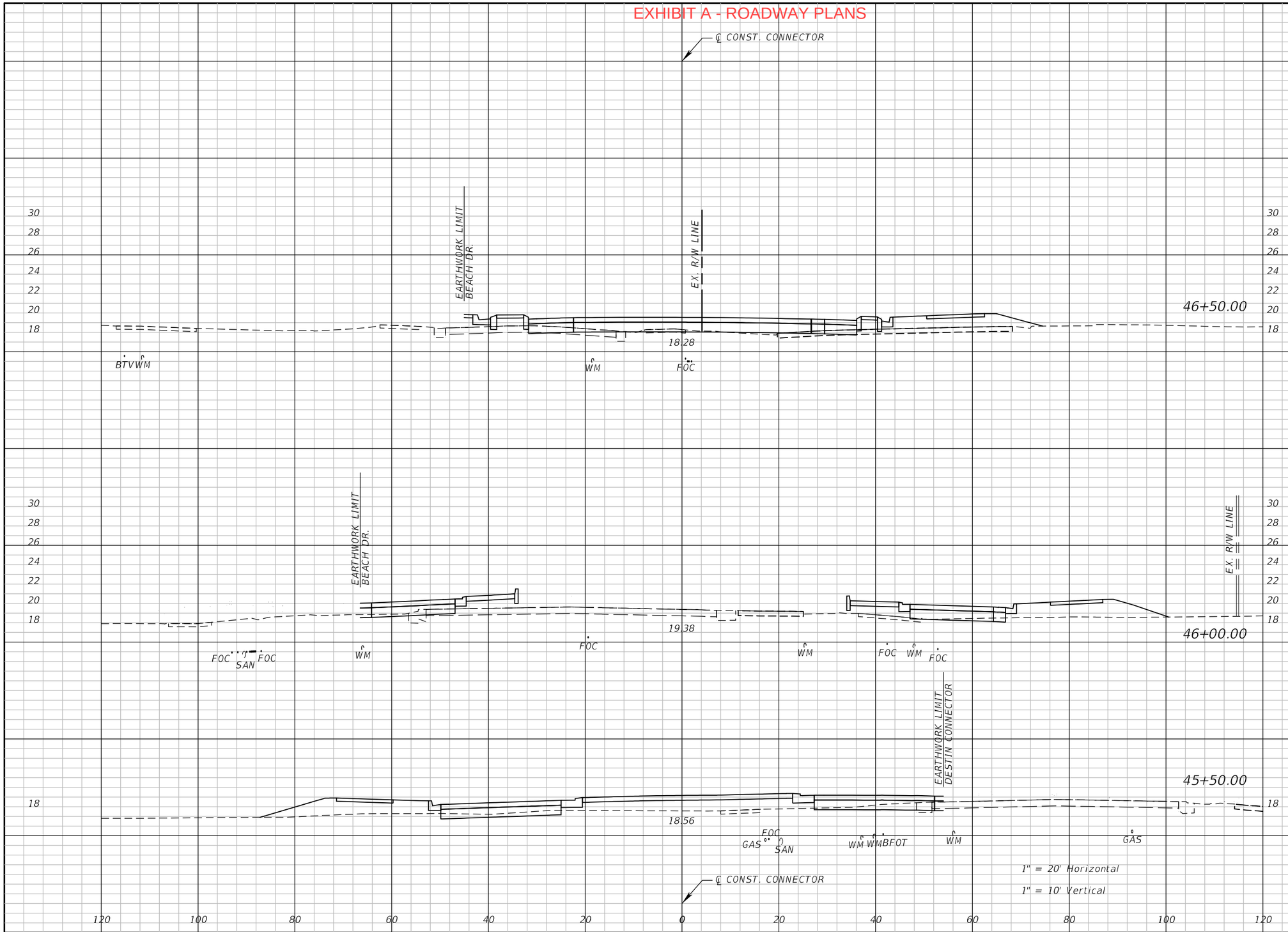
CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

CROSS SECTIONS
DESTIN CONNECTOR

SHEET NO. 79

EXHIBIT A - ROADWAY PLANS



Regular Exc.		Embankment	
A	V	A	V
17.1	26	35.1	229
11.2	33	212.5	281
24.0	78	91.0	105

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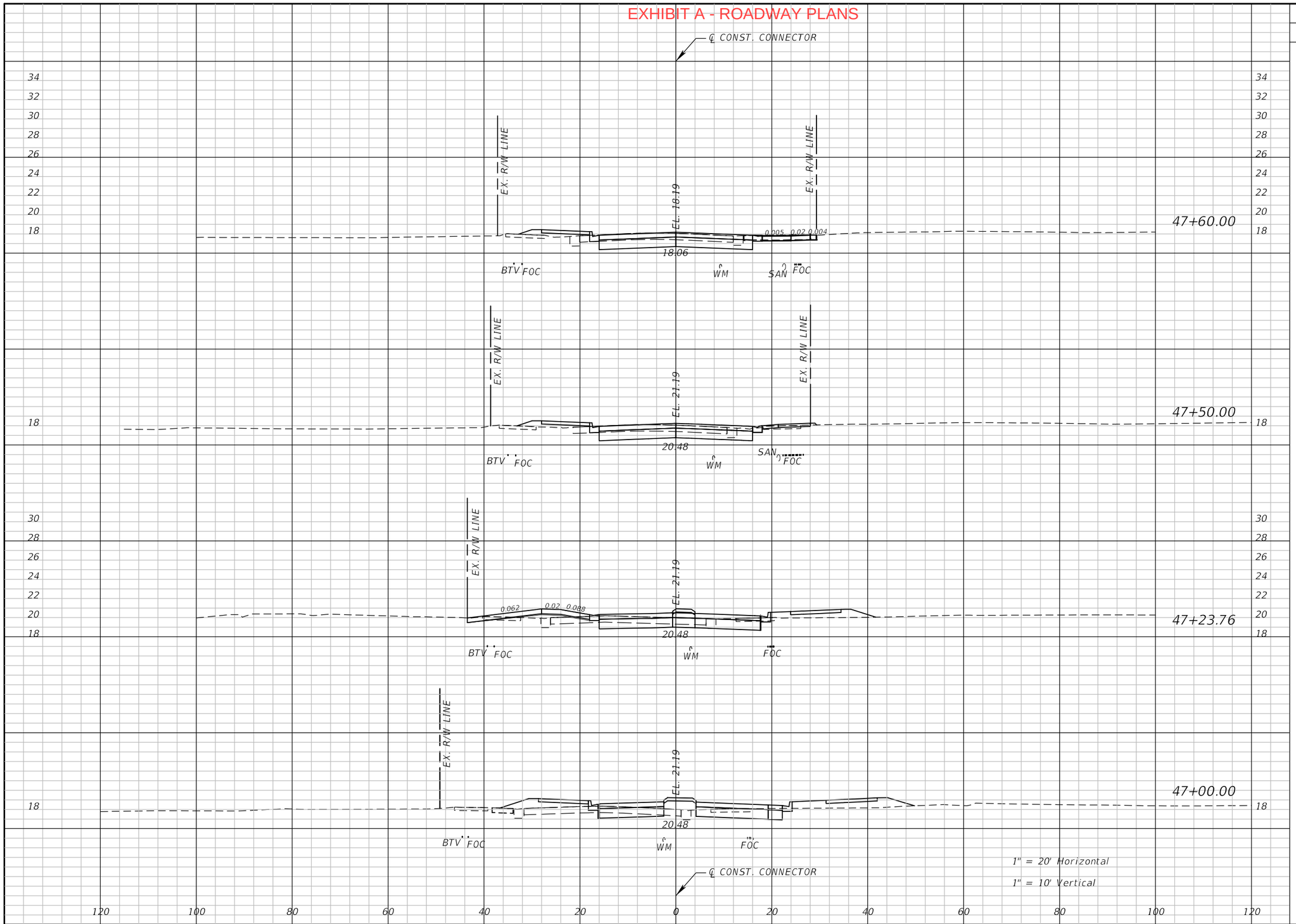
CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

CROSS SECTIONS
DESTIN CONNECTOR

SHEET NO. 80

EXHIBIT A - ROADWAY PLANS



Regular Exc.		Embankment	
A	V	A	V
48.6		4.4	
	18		2
48.2		4.7	
	44		9
44.3		14.6	
	34		18
33.2		26.5	
	47		57

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REVISIONS			
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P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

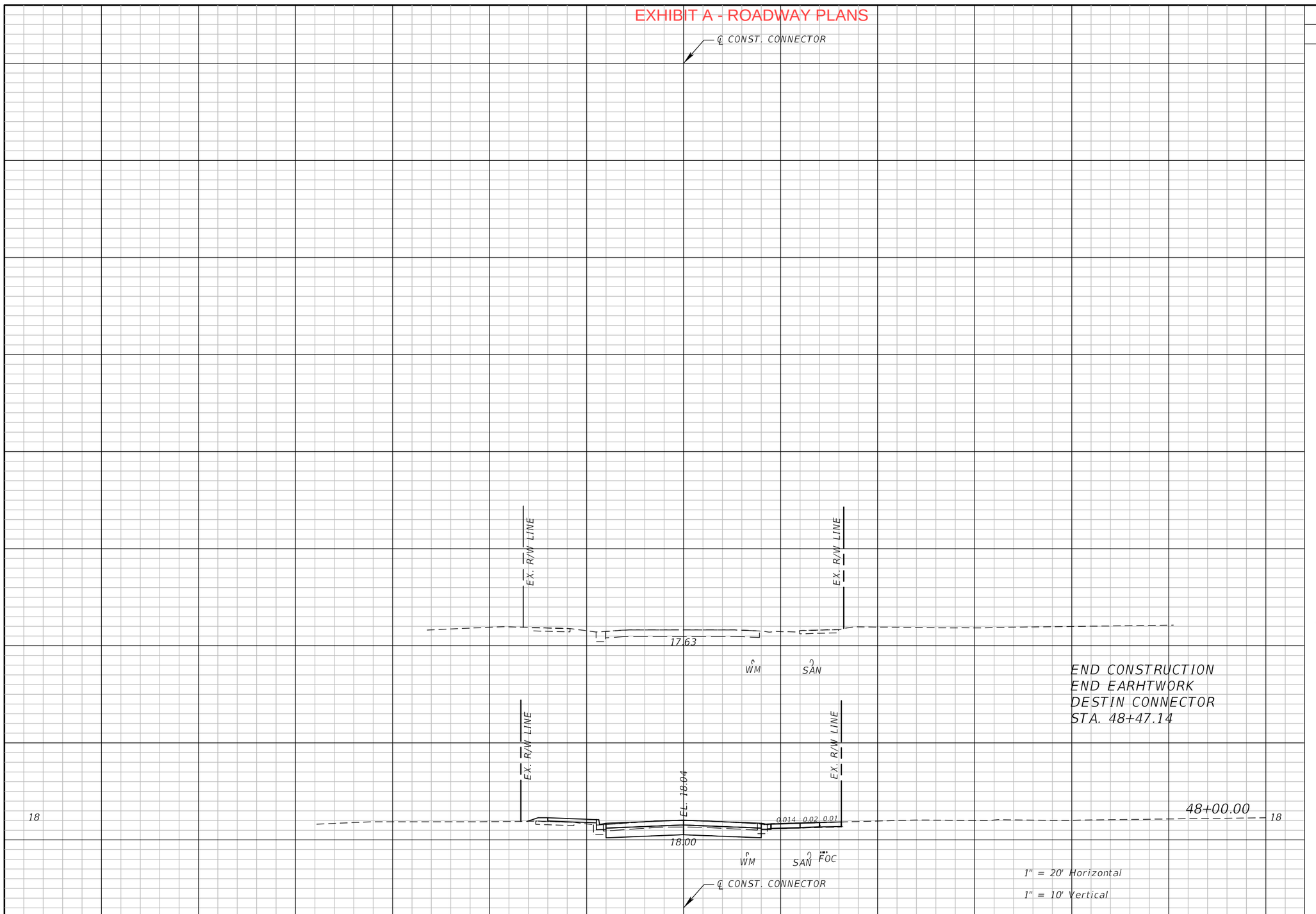
CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

CROSS SECTIONS
DESTIN CONNECTOR

SHEET NO. 81

EXHIBIT A - ROADWAY PLANS



Regular Exc.		Embankment	
A	V	A	V
49.2		2.1	
	86		4
49.2		2.1	
	72		5

1" = 20' Horizontal
1" = 10' Vertical

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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

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P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

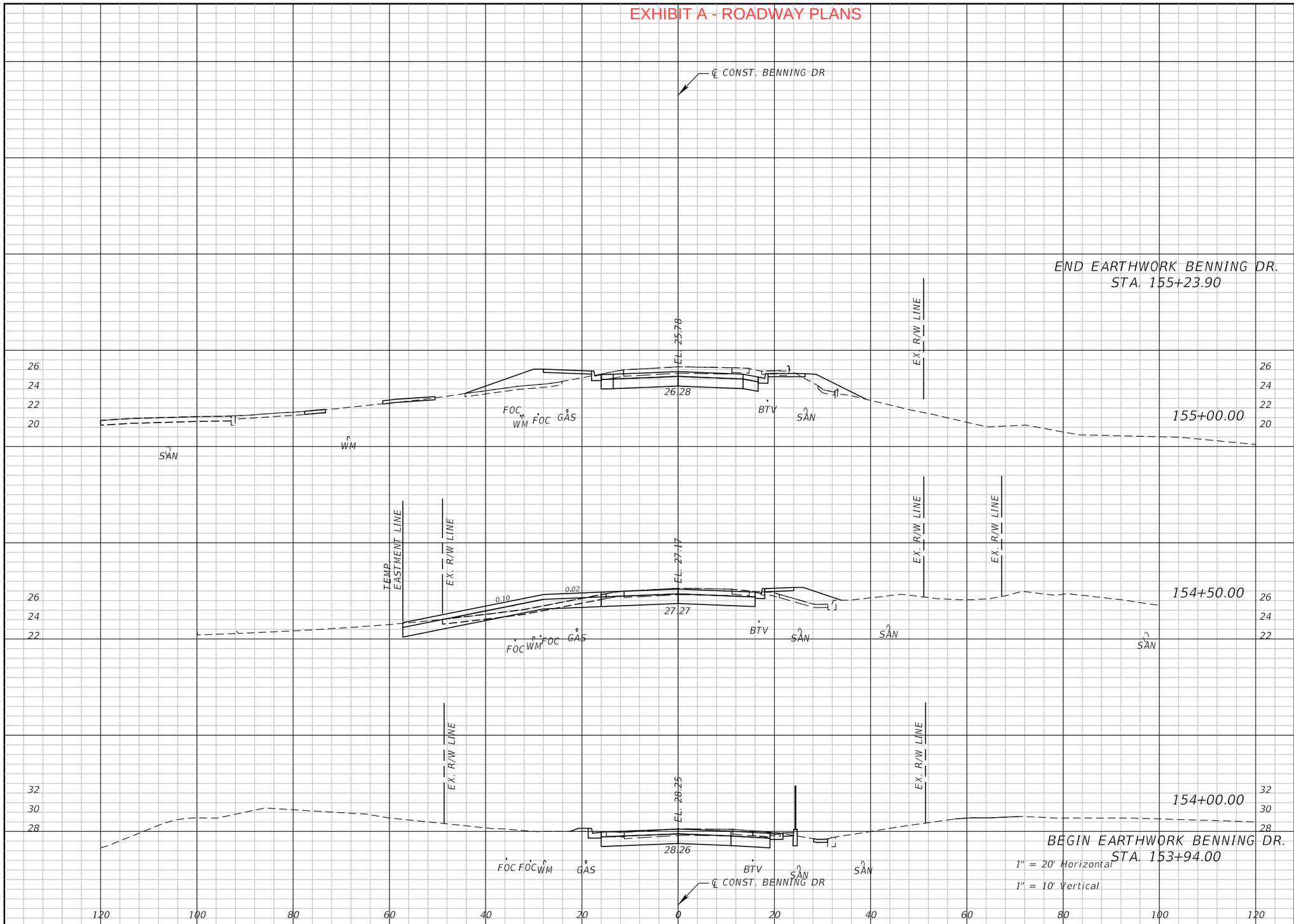
CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

CROSS SECTIONS
DESTIN CONNECTOR

SHEET NO. 82

EXHIBIT A - ROADWAY PLANS



Regular Exc.		Embankment	
A	V	A	V
74.9		30.8	
	66		27
74.9		30.8	
	146		40
84.1		12.0	
	134		12
60.2		0.9	
	13		0
60.2		0.9	

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REVISIONS			
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482 SOUTH KELLER ROAD
ORLANDO, FL 32810

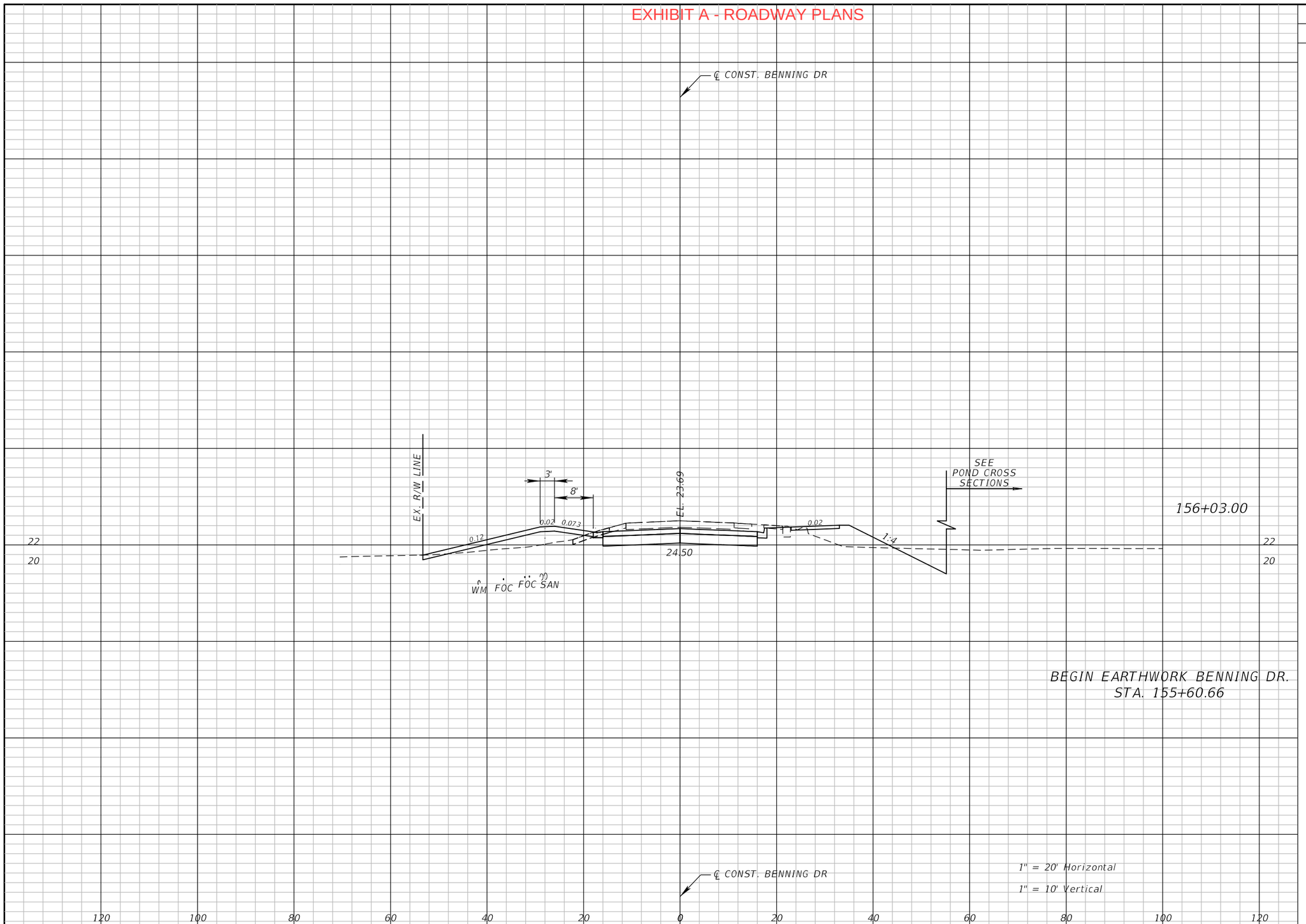
CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

CROSS SECTIONS BENNING DR.

SHEET NO. 83

EXHIBIT A - ROADWAY PLANS



	Regular Exc.		Embankment	
	A	V	A	V
		146		70
156+03.00	93.0		43.8	
		146		67
BEGIN EARTHWORK BENNING DR. STA. 155+60.66	93.0		43.8	

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REVISIONS			
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P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

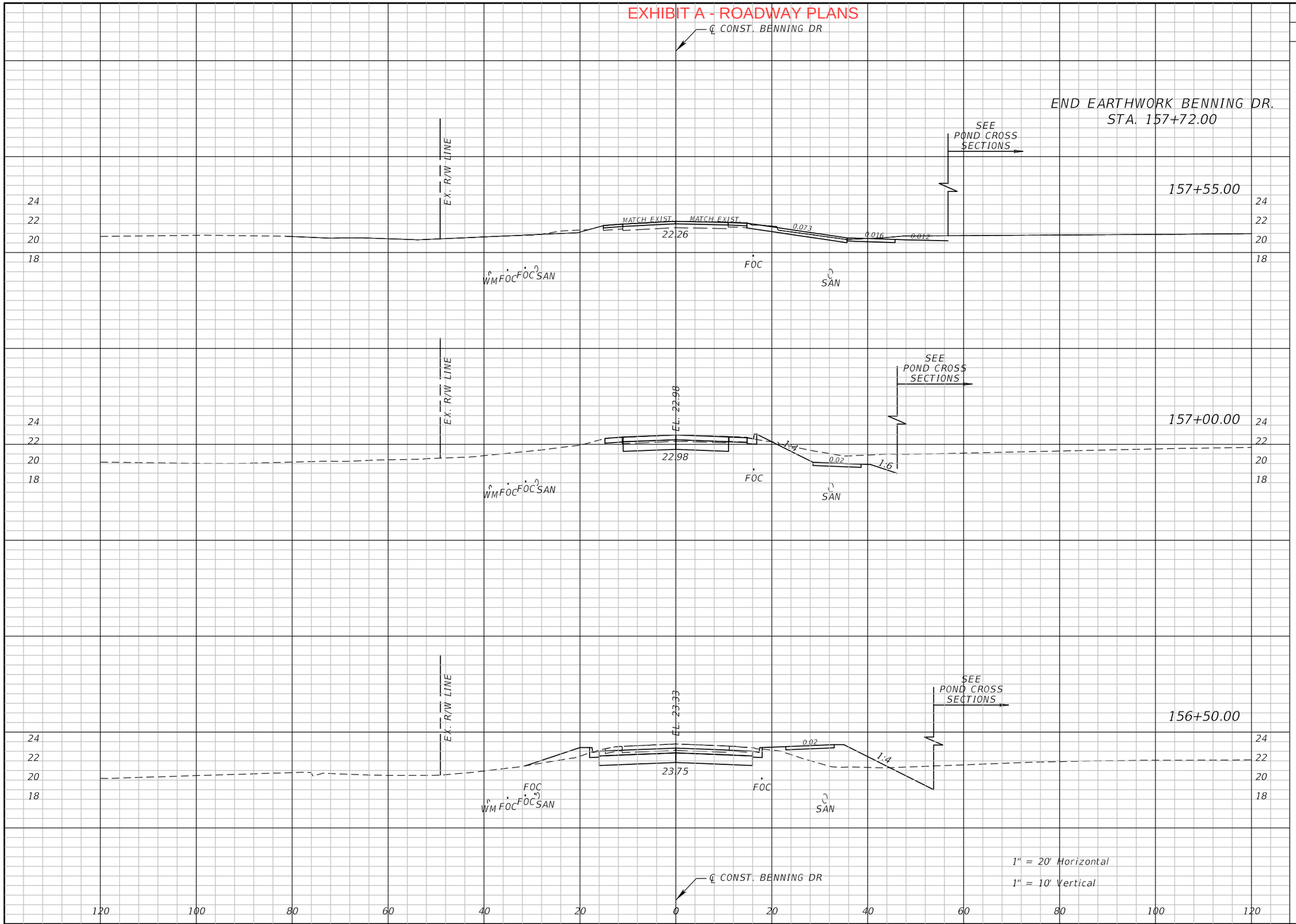
CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

CROSS SECTIONS BENNING DR.

SHEET NO. 84

EXHIBIT A - ROADWAY PLANS



Regular Exc.		Embankment	
A	V	A	V
16.2		0.0	
	10		0
16.2		0.0	
	84		1
66.3		0.9	
	131		35
75.1		36.8	

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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

EDWIN J. RAMOS, P.E.
P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

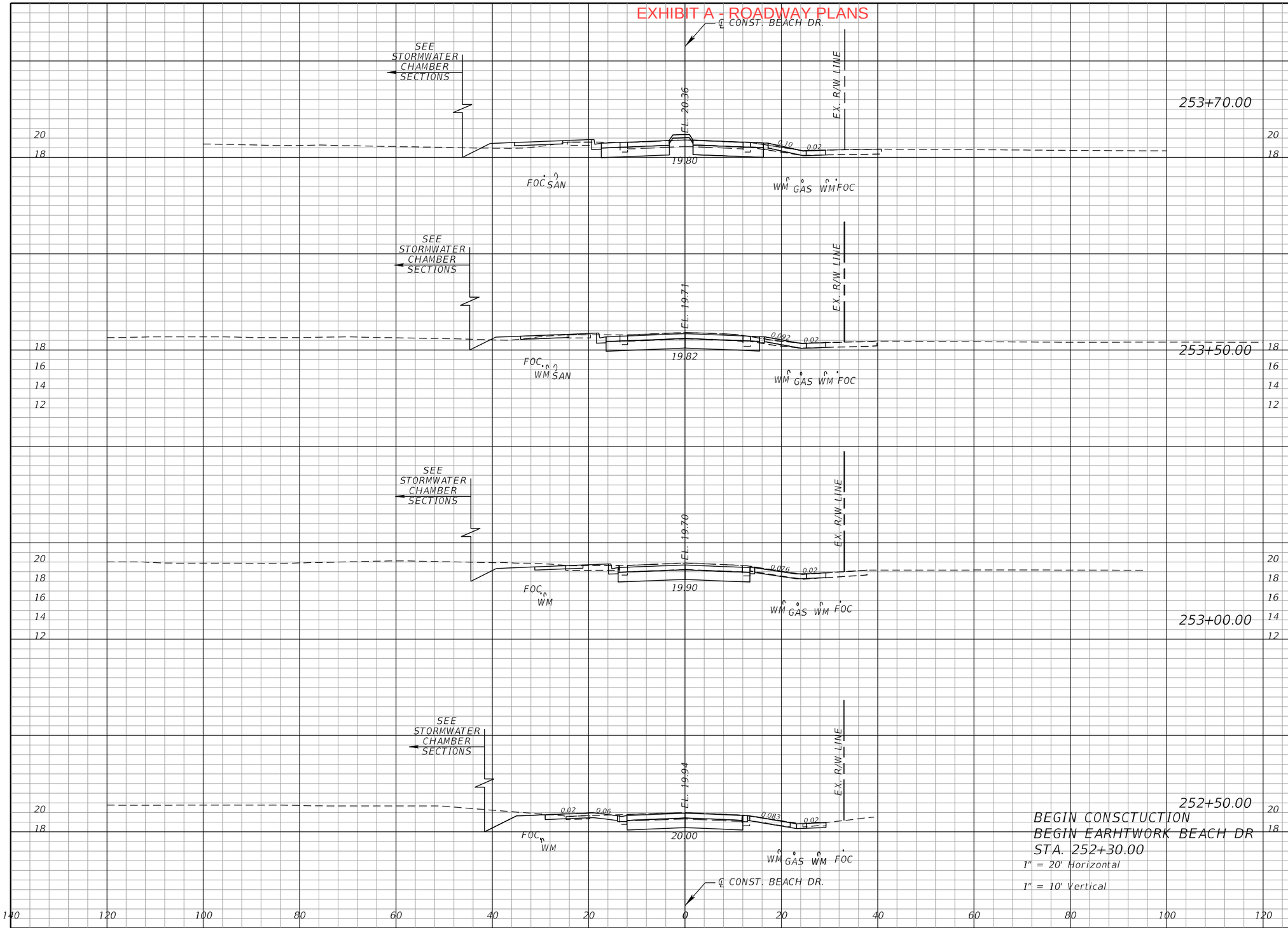
CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

CROSS SECTIONS BENNING DR.

SHEET NO. 85

EXHIBIT A - ROADWAY PLANS



Regular Exc.		Embankment	
A	V	A	V
51.8	43	7.0	4
63.0	125	2.6	3
72.1	126	0.5	0
63.7	24	0.0	0
0.0		0.0	

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REVISIONS			
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P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

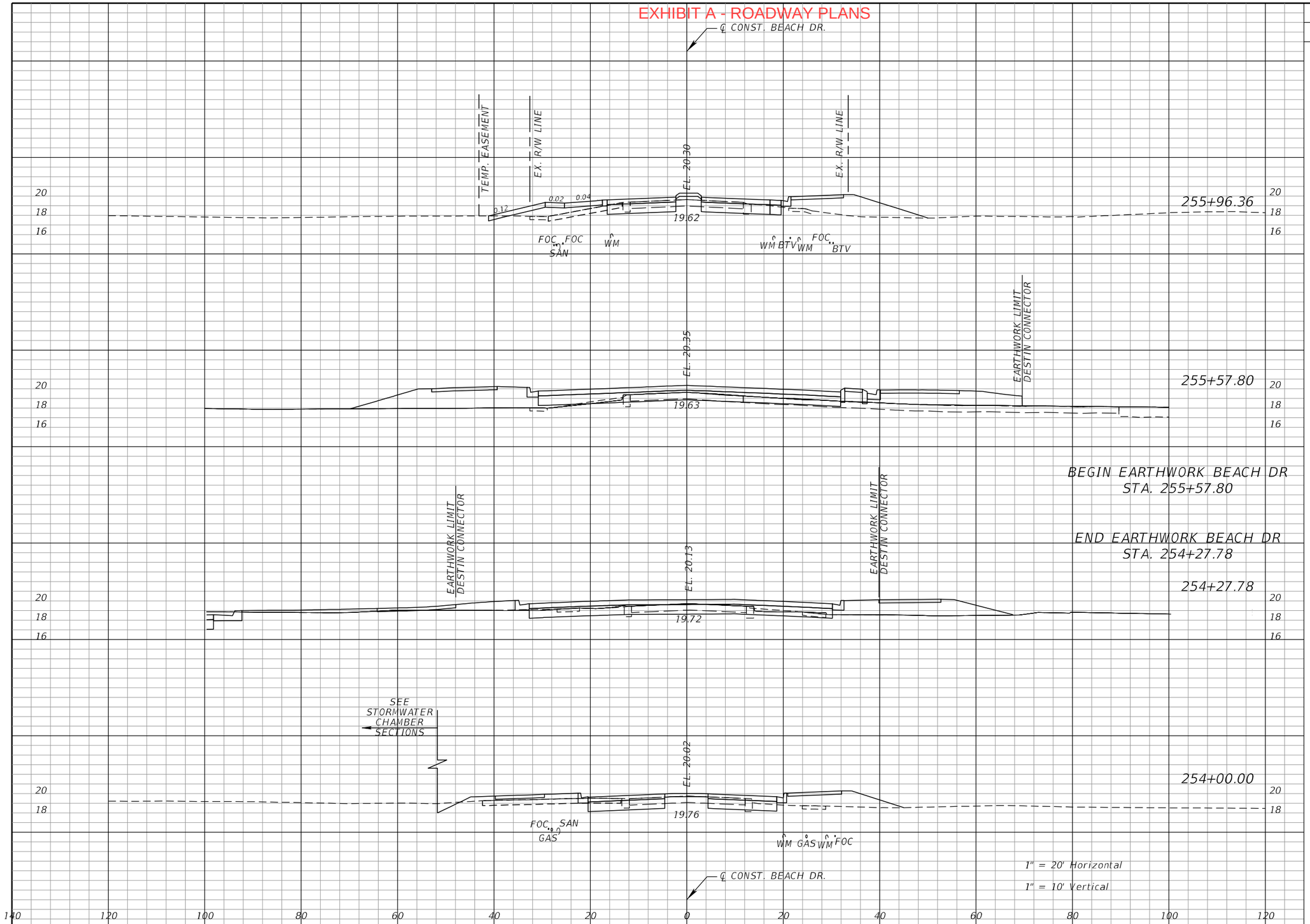
CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

CROSS SECTIONS BEACH DR.

SHEET NO. 86

EXHIBIT A - ROADWAY PLANS



Regular Exc.		Embankment	
A	V	A	V
34.9		48.1	
	48		108
32.7		103.0	
49.6		22.5	
	45		29
37.5		33.9	
	50		23

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REVISIONS			
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482 SOUTH KELLER ROAD
ORLANDO, FL 32810

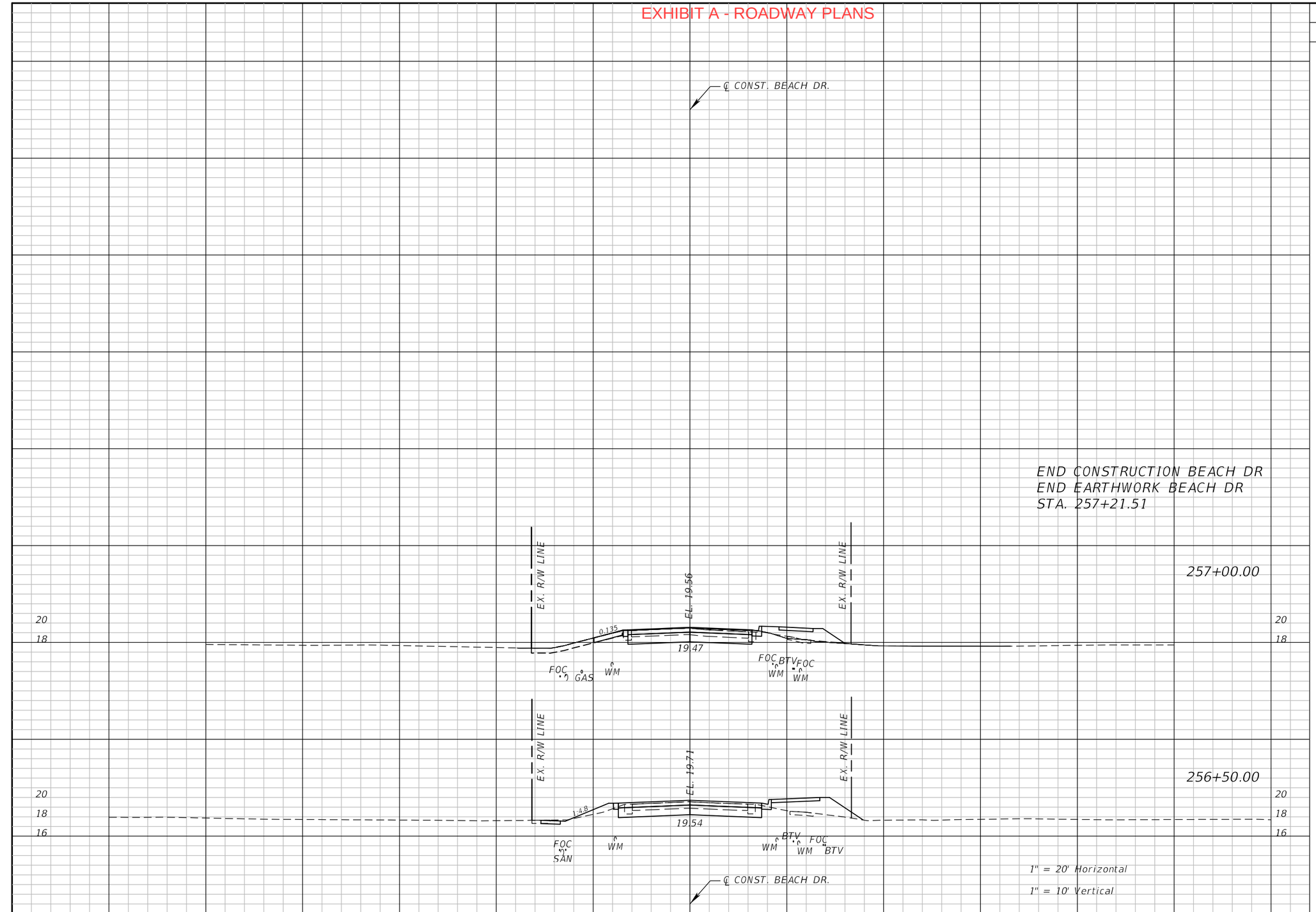
CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

CROSS SECTIONS BEACH DR.

SHEET NO. 87

EXHIBIT A - ROADWAY PLANS



END CONSTRUCTION BEACH DR
END EARTHWORK BEACH DR
STA. 257+21.51

Regular Exc.		Embankment	
A	V	A	V
39.4		13.4	
	31		11
39.4		13.4	
	76		34
42.8		23.4	
	77		71

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P.E. LICENSE NUMBER 84352
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482 SOUTH KELLER ROAD
ORLANDO, FL 32810

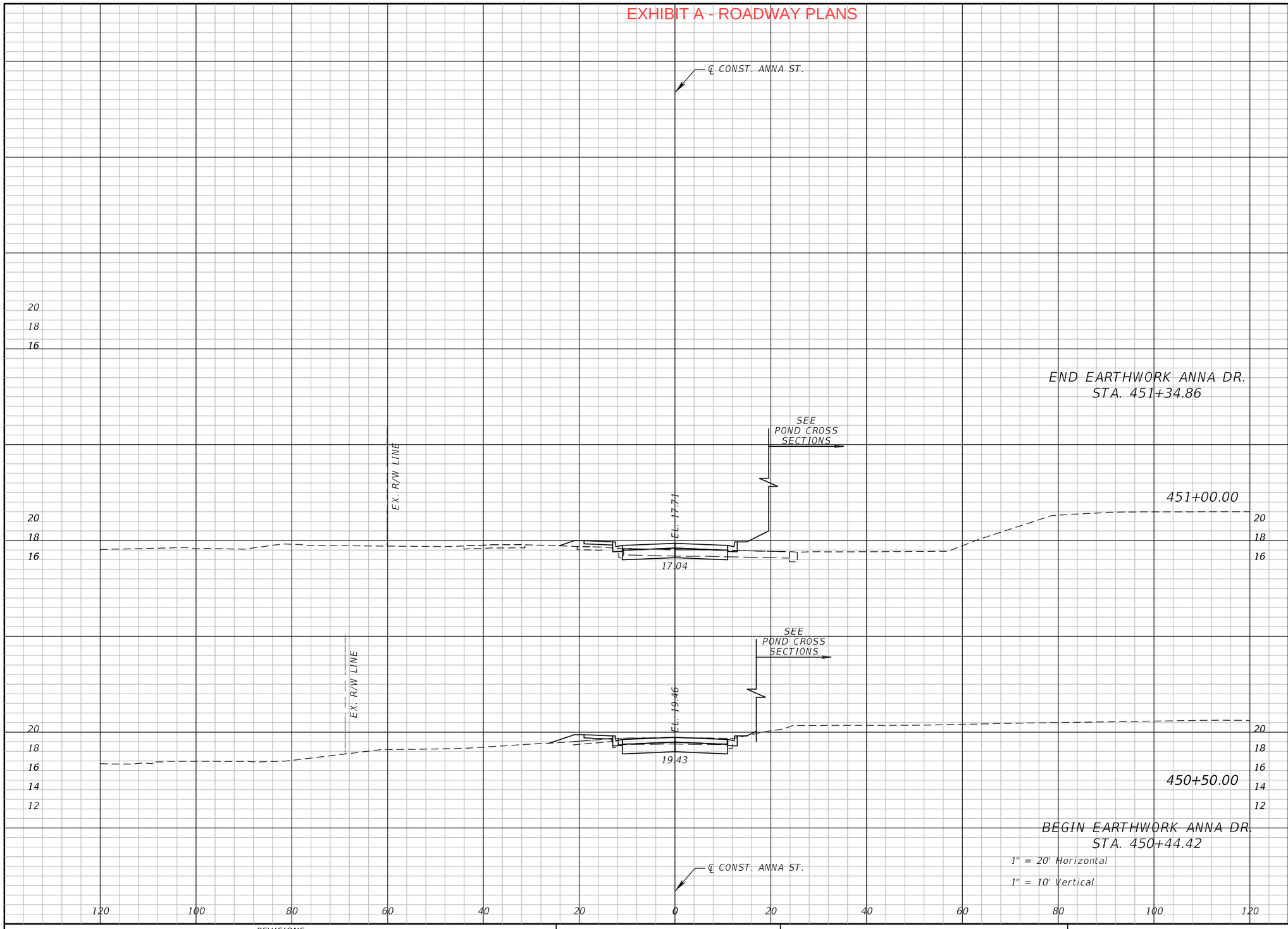
CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

CROSS SECTIONS BEACH DR.

SHEET NO. 88

EXHIBIT A - ROADWAY PLANS



END EARTHWORK ANNA DR.
STA. 451+34.86

451+00.00

450+50.00

BEGIN EARTHWORK ANNA DR.
STA. 450+44.42

1" = 20' Horizontal

1" = 10' Vertical

Regular Exc.		Embankment	
A	V	A	V
22.1		12.7	
	29		16
22.1		12.7	
	55		16
37.3		4.4	
	13		1
37.3		4.4	

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REVISIONS			
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482 SOUTH KELLER ROAD
ORLANDO, FL 32810

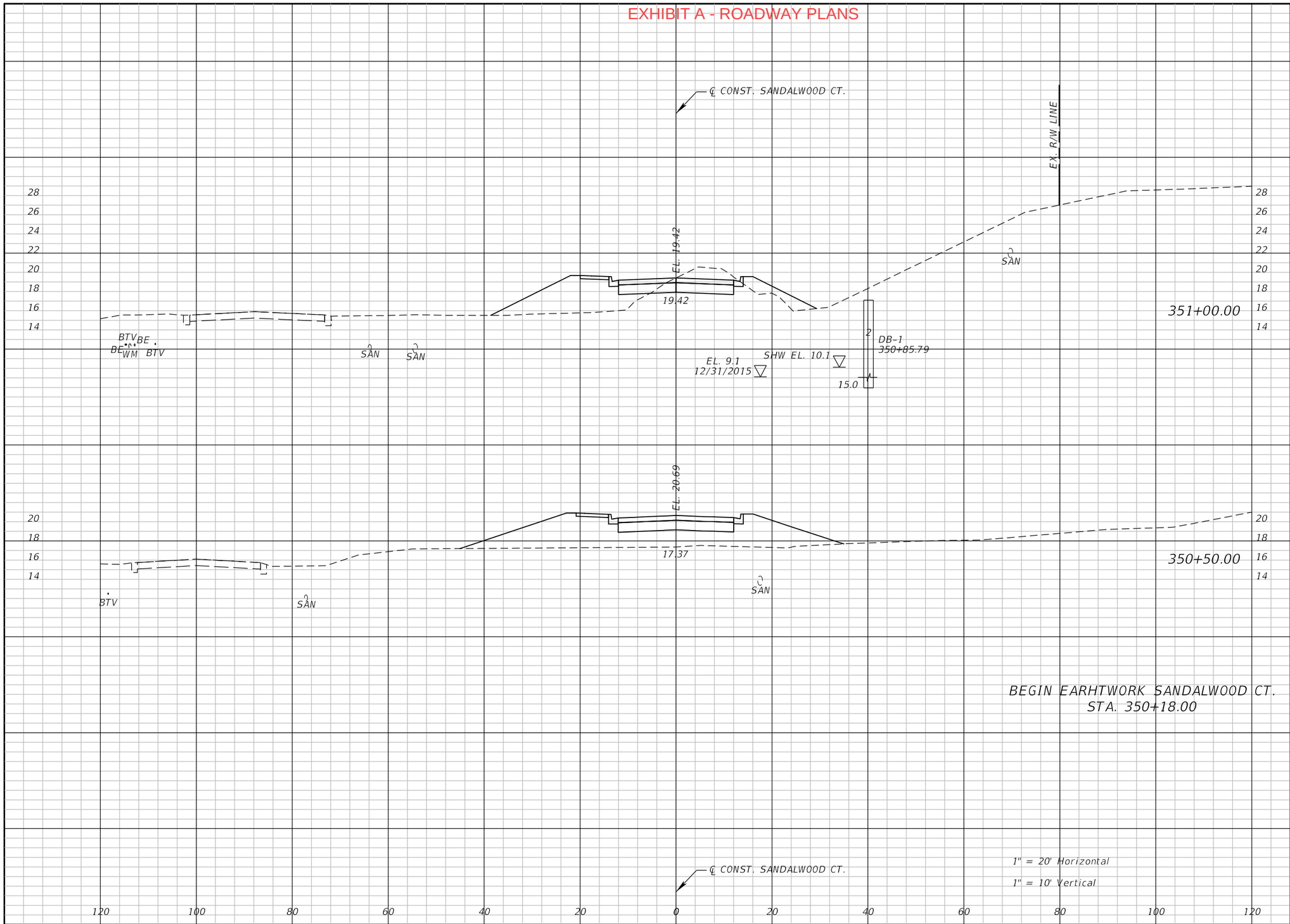
CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

CROSS SECTIONS ANNA ST.

SHEET NO. 89

EXHIBIT A - ROADWAY PLANS



Regular Exc.		Embankment	
A	V	A	V
34.1	32	87.7	228
0.0	0	158.7	188
0.0		158.7	

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482 SOUTH KELLER ROAD
ORLANDO, FL 32810

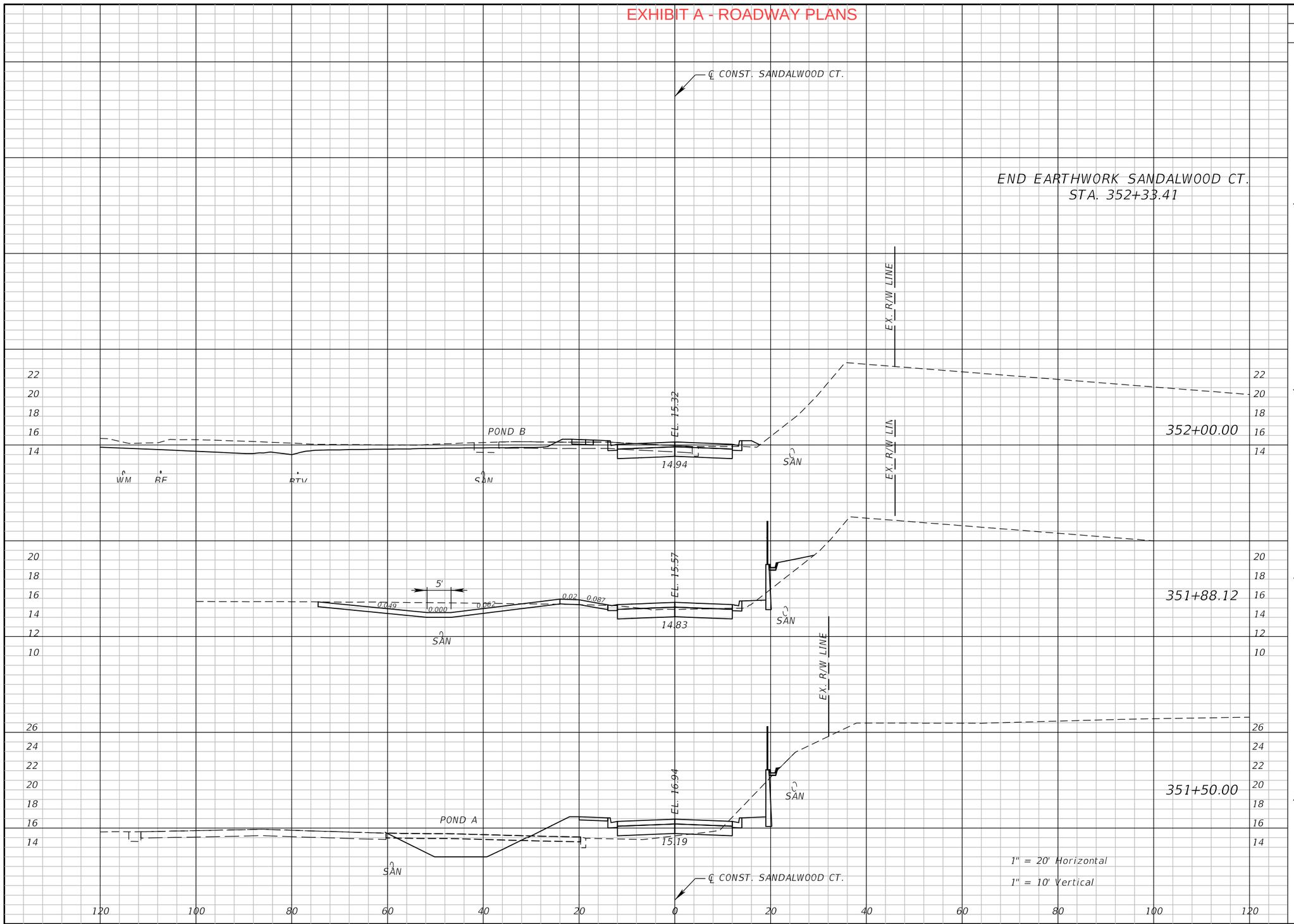
CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

CROSS SECTIONS SANDALWOOD CT.

SHEET NO. 90

EXHIBIT A - ROADWAY PLANS



Regular Exc.		Embankment	
A	V	A	V
34.6		3.3	
	43		4
34.6		3.3	
	17		4
41.5		13.0	
	47		31
25.0		31.4	
	55		110

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482 SOUTH KELLER ROAD
ORLANDO, FL 32810

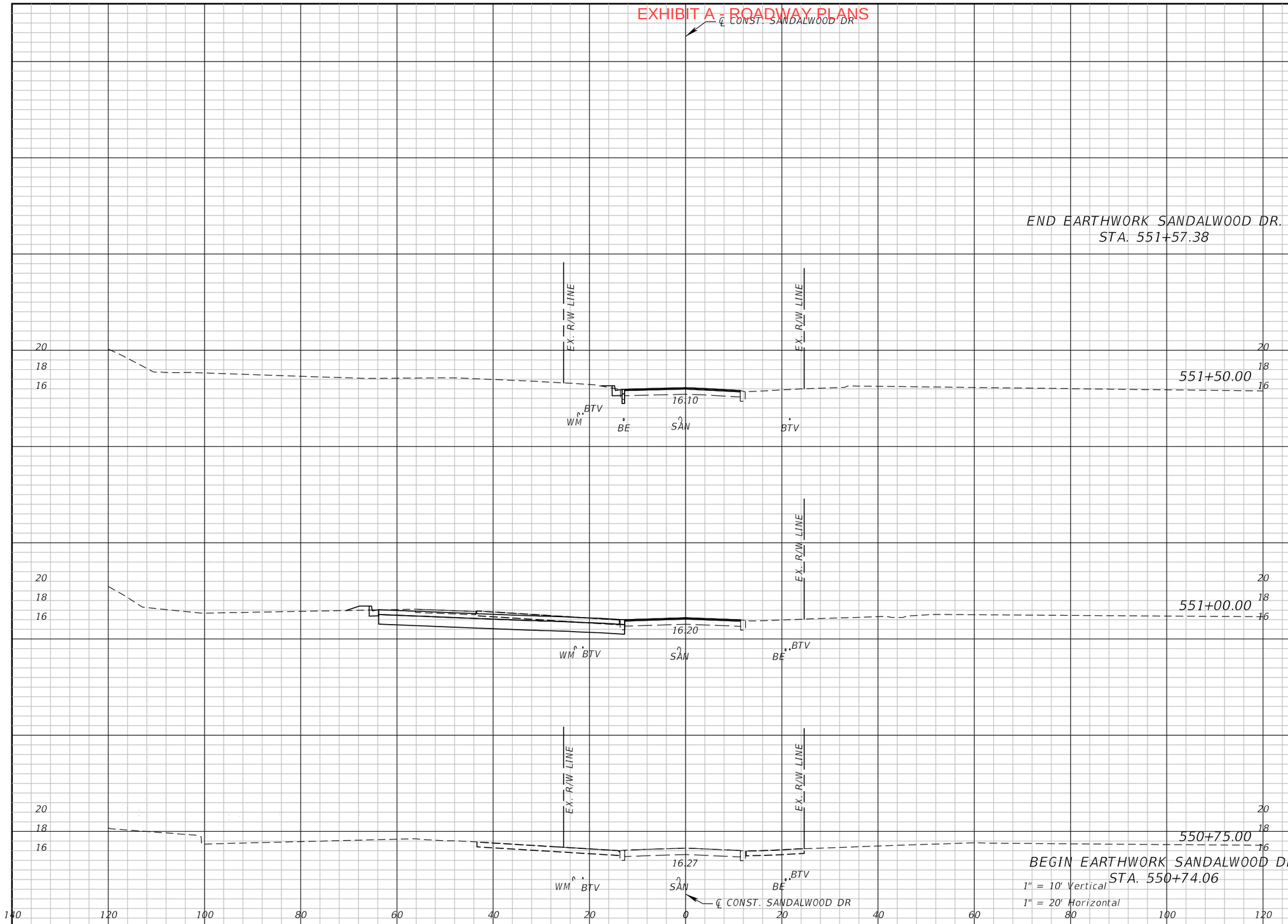
CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

CROSS SECTIONS SANDALWOOD CT.

SHEET NO. 91

EXHIBIT A - ROADWAY PLANS



Regular Exc.		Embankment	
A	V	A	V
0.0		0.0	
	0		0
2.2		0.3	
	80		2
83.9		1.5	
	39		1
0.0		0.0	

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ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

CROSS SECTIONS SANDALWOOD DR.

SHEET NO. 92

EXHIBIT A - ROADWAY PLANS

THE FOLLOWING NARRATIVE OF THE STORMWATER POLLUTION PREVENTION PLAN CONTAINS REFERENCES TO THE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, THE STANDARD PLANS, AND OTHER SHEETS OF THESE CONSTRUCTION PLANS. THE FIRST SHEET OF THE CONSTRUCTION PLANS (CALLED THE KEY SHEET) CONTAINS AN INDEX TO THE OTHER SHEETS. THE COMPLETE STORMWATER POLLUTION PREVENTION PLAN INCLUDES SEVERAL ITEMS: THIS NARRATIVE DESCRIPTION, THE DOCUMENTS REFERENCED IN THIS NARRATIVE, THE CONTRACTOR'S APPROVED EROSION CONTROL PLAN REQUIRED BY SPECIFICATION SECTION 104, AND REPORTS OF INSPECTIONS MADE DURING CONSTRUCTION.

1.0 SITE DESCRIPTION:

1.A. NATURE OF CONSTRUCTION ACTIVITY:

THE DESTIN CROSS TOWN CONNECTOR PROJECT IS LOCATED IN THE CITY OF DESTIN IN OKALOOSA COUNTY, FLORIDA. THE PROJECT INCLUDES APPROXIMATELY 1500 LINEAR FEET OF ROADWAY THAT WILL CONNECT AZALEA DRIVE WITH LEGION DRIVE. THE PROPOSED IMPROVMENTS INCLUDE 11' TRAVEL LANES WITH A 1' SHOULDER AND A 10' SHARED USE PATH.

1.B. SEQUENCE OF MAJOR SOIL DISTURBING ACTIVITIES:

IN THE SEDIMENT AND EROSION CONTROL PLAN, PROVIDE A DETAILED SEQUENCE OF CONSTRUCTION FOR ALL CONSTRUCTION ACTIVITIES. FOLLOW THE SEQUENCE OF MAJOR ACTIVITIES DESCRIBED BELOW, UNLESS A SEQUENCE IS PROPOSED THAT IS EQUAL OR BETTER AT CONTROLLING EROSION AND TRAPPING SEDIMENT AND IS APPROVED BY THE ENGINEER.

FOR EACH CONSTRUCTION PHASE, INSTALL PERIMETER CONTROLS AFTER CLEARING AND GRUBBING NECESSARY FOR INSTALLATION OF CONTROLS BUT BEFORE BEGINNING OTHER WORK FOR THE CONSTRUCTION PHASE. REMOVE PERIMETER CONTROLS ONLY AFTER ALL UPSTREAM AREAS ARE STABILIZED.

1. CLEARING AND GRUBBING, EARTHWORK, EARTHWORK FOR POND CONSTRUCTION AND STORM DRAIN CONSTRUCTION FOR POND INFLOWS.

2. STORM DRAIN CONSTRUCTION. CONSTRUCT THE STORM DRAIN PIPE IN THE UPSTREAM DIRECTION.

3. EARTHWORK ASSOCIATED WITH THE CONSTRUCTION OF ROADWAY, GRAVITY WALL, CURB, SUBGRADE, BASE, PAVEMENT, AND SIDEWALK.

1.C. AREA ESTIMATES:

TOTAL SITE AREA: 10.03 ACRES.
TOTAL AREA TO BE DISTURBED: 10.03 ACRES

1.0. RUNOFF DATA:
RUNOFF COEFFICIENTS:
BEFORE: 0.45
DURING: VARIES FROM 0.45 TO 0.60
AFTER: 0.60

SOILS DATA: THE RESULTS OF THE SOIL BORINGS ALONG THE ROADWAY ARE SHOWN IN THE ROADWAY SOIL SURVEY SHEETS. THE RESULTS OF SOIL BORINGS DONE IN THE PONDS ARE SHOWN ON THE POND DETAIL SHEETS. THE NUMBERS FOR THESE ARE IDENTIFIED ON THE KEY SHEET OF THESE CONSTRUCTION PLANS. IN GENERAL, THE PROJECT AREA CONSISTS OF SANDY SOILS.

OUTFALL INFORMATION:
THERE ARE NO OUTFALLS.

I.E. SITE MAP:

THE CONSTRUCTION PLANS ARE BEING USED AS THE SITE MAPS. THE LOCATION OF THE REQUIRED INFORMATION IS DESCRIBED BELOW. THE SHEET NUMBERS FOR THE PLAN SHEETS REFERENCED ARE IDENTIFIED ON THE KEY SHEET OF THESE CONSTRUCTION PLANS.

* DRAINAGE PATTERNS: THE DRAINAGE BASIN DIVIDES AND FLOW DIRECTIONS ARE SHOWN ON THE DRAINAGE MAPS.

* APPROXIMATE SLOPES: THE SLOPES OF THE SITE CAN BE SEEN IN THE CROSS SECTION SHEETS AND THE PLAN-PROFILE SHEETS. THERE ARE POND CROSS SECTIONS LOCATED WITH THE POND DETAIL SHEETS.

* AREAS OF SOIL DISTURBANCE: THE AREAS TO BE DISTURBED ARE INDICATED ON THE PLAN-PROFILE SHEETS, THE CROSS SECTION SHEETS, AND THE POND DETAIL SHEETS. ANY AREAS WHERE PERMANENT FEATURES ARE SHOWN TO BE CONSTRUCTED ABOVE OR BELOW GROUND WILL BE DISTURBED.

* AREAS NOT TO BE DISTURBED: ESSENTIALLY THE WHOLE PROJECT WILL BE DISTURBED DURING CONSTRUCTION.

* LOCATIONS OF TEMPORARY CONTROLS: THESE ARE SHOWN ON THE EROSION CONTROL SHEETS. TABLES PROVIDING SUMMARIES OF TEMPORARY EROSION AND SEDIMENT CONTROL ITEMS ARE PROVIDED IN THE SUMMARY OF QUANTITIES SHEETS.

* LOCATIONS OF PERMANENT CONTROLS: THE STORMWATER PONDS, HPTRM AND OUTFALL RIPRAP ARE THE PRIMARY PERMANENT STORMWATER MANAGEMENT CONTROLS. THESE ARE SHOWN ON THE POND DETAIL SHEETS.

* AREAS TO BE STABILIZED: TEMPORARY STABILIZATION PRACTICES ARE SHOWN IN THE SAME LOCATION AS THE TEMPORARY CONTROLS MENTIONED ABOVE. PERMANENT STABILIZATION IS SHOWN ON THE TYPICAL SECTION SHEETS, THE PLAN-PROFILE SHEETS AND THE POND DETAIL SHEETS.

1.F. RECEIVING WATERS:

THERE ARE NO RECEIVING WATER BODIES OR WETLAND AREAS ON THE PROJECT SITE.

2.0 CONTROLS:

2.A. EROSION AND SEDIMENT CONTROLS:

IN THE SEDIMENT AND EROSION CONTROL PLAN, THE CONTRACTOR SHALL DESCRIBE THE PROPOSED STABILIZATION AND STRUCTURAL PRACTICES BASED ON THE CONTRACTOR'S PROPOSED TEMPORARY TRAFFIC CONTROL (TTC) PLAN. THE FOLLOWING RECOMMENDED GUIDELINES ARE BASED ON THE TEMPORARY TRAFFIC CONTROL PLAN OUTLINED IN THE CONSTRUCTION PLANS. WHERE FOLLOWING THE TEMPORARY TRAFFIC CONTROL PLAN OUTLINED IN THESE CONSTRUCTION PLANS, THE CONTRACTOR MAY CHOOSE TO ACCEPT THE FOLLOWING GUIDELINES OR MODIFY THEM IN THE SEDIMENT AND EROSION CONTROL PLAN, SUBJECT TO APPROVAL BY THE ENGINEER. AS WORK PROGRESSES, MODIFY THE PLAN TO ADAPT TO SEASONAL VARIATIONS, CHANGES IN CONSTRUCTION ACTIVITIES, AND THE NEED FOR BETTER PRACTICES.

FOR EACH CONSTRUCTION PHASE, INSTALL PERIMETER CONTROLS AFTER CLEARING AND GRUBBING NECESSARY FOR INSTALLATION OF CONTROLS BUT BEFORE BEGINNING OTHER WORK FOR THE CONSTRUCTION PHASE. REMOVE PERIMETER CONTROLS ONLY AFTER ALL UPSTREAM AREAS ARE STABILIZED.

A DESCRIPTION OF EACH PHASE OF THE TEMPORARY TRAFFIC CONTROL IS PROVIDED IN THE TTCP PLAN GENERAL NOTES SHEET.

2.A.1 STABILIZATION PRACTICES:

IN THE SEDIMENT AND EROSION CONTROL PLAN, THE CONTRACTOR SHALL DESCRIBE THE STABILIZATION PRACTICES PROPOSED TO CONTROL EROSION. THE CONTRACTOR SHALL INITIATE ALL STABILIZATION MEASURES AS SOON AS PRACTICAL, BUT IN NO CASE MORE THAN 7 DAYS, IN PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CEASED. THE STABILIZATION PRACTICES SHALL INCLUDE AT LEAST THE FOLLOWING, UNLESS OTHERWISE APPROVED BY THE ENGINEER.

TEMPORARY:

* ARTIFICIALCOVERINGS IN ACCORDANCE WITH SPECIFICATION SECTION 104.

* TURF AND SOD IN ACCORDANCE WITH SPECIFICATION SECTION 104.

PERMANENT:

* ASPHALT OR CONCRETE SURFACE.

* SOD IN ACCORDANCE WITH SPECIFICATION SECTION 570.

2.A.2 STRUCTURAL PRACTICES:

IN THE SEDIMENT AND EROSION CONTROL PLAN, THE CONTRACTOR SHALL DESCRIBE THE PROPOSED STRUCTURAL PRACTICES TO CONTROL OR TRAP SEDIMENT AND OTHERWISE PREVENT THE DISCHARGE OF POLLUTANTS FROM EXPOSED AREAS OF THE SITE. SEDIMENT CONTROLS SHALL BE IN PLACE BEFORE DISTURBING SOIL UPSTREAM OF THE CONTROL. THE STRUCTURAL PRACTICES SHALL INCLUDE AT LEAST THE FOLLOWING, UNLESS OTHERWISE APPROVED BY THE ENGINEER:

TEMPORARY:

* SEDIMENT BARRIERS IN ACCORDANCE WITH DESIGN SPECIFICATION SECTION 104, AND FDEP EROSION AND SEDIMENT CONTROL DESIGNER AND REVIEWER MANUAL.

* INLET PROTECTION IN ACCORDANCE WITH FDEP EROSION AND SEDIMENT CONTROL DESIGNER AND REVIEWER MANUAL, AND SPECIAL DETAILS SHOWN IN THE TTC PLAN.

* SEDIMENT CONTAINMENT SYSTEM: THE PERMANENT STORMWATER PONDS WILL BE TEMPORARILY MODIFIED ACCORDING TO THE DETAILS IN THE TTC PLAN.

PERMANENT:

* STORMWATER PONDS

* SOD

*RIPRAP

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ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

STORMWATER POLLUTION PREVENTION PLAN

SHEET NO. 93

EXHIBIT A - ROADWAY PLANS

2.B STORMWATER MANAGEMENT:

STORM DRAIN SYSTEMS WILL BE CONSTRUCTED TO CONVEY RUNOFF TO TWO (2) STORMWATER RETENTION PONDS. THE FACILITIES ARE PENDING PERMITS BY THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) AND THE NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT (NWFWMD).

2.C OTHER CONTROLS:

2.C.1 WASTE DISPOSAL:

IN THE SEDIMENT AND EROSION CONTROL PLAN, DESCRIBE THE PROPOSED METHODS TO PREVENT THE DISCHARGE OF SOLID MATERIALS, INCLUDING BUILDING MATERIALS, TO WATERS OF THE UNITED STATES. THE PROPOSED METHODS SHALL INCLUDE AT LEAST THE FOLLOWING, UNLESS OTHERWISE APPROVED BY THE ENGINEER:

* PROVIDING LITTER CONTROL AND COLLECTION WITHIN THE PROJECT DURING CONSTRUCTION ACTIVITIES.

* DISPOSING OF ALL FERTILIZER OR OTHER CHEMICAL CONTAINERS ACCORDING TO EPA'S STANDARD PRACTICES AS DETAILED BY THE MANUFACTURER.

* DISPOSING OF SOLID MATERIALS INCLUDING BUILDING AND CONSTRUCT/ON MATERIALS OFF THE PROJECT SITE BUT NOT IN SURFACE WATERS, OR WETLANDS.

2.C.2 OFF-SITE VEHICLE TRACKING & DUST CONTROL:

IN THE SEDIMENT AND EROSION CONTROL PLAN, DESCRIBE THE PROPOSED METHODS FOR MINIMIZING OFFSITE VEHICLE TRACKING OF SEDIMENTS AND GENERATING DUST. INCLUDE IN THE PROPOSED METHODS AT LEAST THE FOLLOWING, UNLESS OTHERWISE APPROVED BY THE ENGINEER:

* COVERING LOADED HAUL TRUCKS WITH TARPAULINS.

* REMOVING EXCESS DIRT FROM ROADS DAILY.

* STABILIZING CONSTRUCTION ENTRANCES ACCORDING TO THE FDEP EROSION AND SEDIMENT CONTROL DESIGNER AND REVIEWER MANUAL.

* USING ROADWAY SWEEPERS DURING DUST GENERATING ACTIVITIES SUCH AS EXCAVATION AND MILLING OPERATIONS.

2.C.3 STATE AND LOCAL REGULATIONS FOR WASTE DISPOSAL, SANITARY SEWER, OR SEPTIC TANK REGULATIONS:

IN THE SPECIFICATION SECTION 104, EROSION CONTROL PLAN, DESCRIBE THE PROPOSED PROCEDURES TO COMPLY WITH APPLICABLE STATE AND LOCAL REGULATIONS FOR WASTE DISPOSAL, AND SANITARY SEWER OR SEPTIC SYSTEMS.

2.C.4 FERTILIZERS AND PESTICIDES:

IN THE SEDIMENT AND EROSION CONTROL PLAN, DESCRIBE THE PROCEDURES FOR APPLYING FERTILIZERS AND PESTICIDES. THE PROPOSED PROCEDURES SHALL COMPLY WITH APPLICABLE SUBSECTIONS OF SECTION 982 OF THE SPECIFICATIONS.

2.C.5 TOXIC SUBSTANCES:

IN THE SEDIMENT AND EROSION CONTROL PLAN, PROVIDE A LIST OF TOXIC SUBSTANCES THAT ARE LIKELY TO BE USED ON THE JOB AND PROVIDE A PLAN ADDRESSING THE GENERATION, APPLICATION, MIGRATION, STORAGE, AND DISPOSAL OF THESE SUBSTANCES.

2.D.4 APPROVED STATE AND LOCAL PLANS AND PERMITS:

* FDEP RULE CHAPTER 62-25 F.A.C.

3.0 MAINTENANCE:

IN THE SEDIMENT AND EROSION CONTROL PLAN, PROVIDE A PLAN FOR MAINTAINING ALL EROSION AND SEDIMENT CONTROLS THROUGHOUT CONSTRUCTION. THE MAINTENANCE PLAN SHALL AT A MINIMUM, COMPLY WITH THE FOLLOWING:

* SILT FENCE: MAINTAIN PER SPECIFICATION SECTION 104. ANTICIPATE REPLACING SILT FENCE ON 12 MONTH INTERVALS.

* SEDIMENT BARRIERS: REMOVE SEDIMENT AS PER MANUFACTURER'S RECOMMENDATIONS OR WHEN WATER PONDS IN UNACCEPTABLE AMOUNTS OR AREAS.

* PONDS ONE AND TWO: THE PONDS ARE TEMPORARY SEDIMENT BASINS UNTIL THE AREAS THAT DRAIN TO THEM ARE STABILIZED, SO UNTIL THEN, REMOVE SEDIMENT FROM THE POND WHEN IT BECOMES 1.5' DEEP AT ANY POINT.

4.0 INSPECTIONS:

QUALIFIED PERSONNEL SHALL INSPECT THE FOLLOWING ITEMS AT LEAST ONCE EVERY SEVEN CALENDAR DAYS AND WITHIN 24 HOURS OF THE END OF A STORM THAT IS 0.50 INCHES OR GREATER.

TO COMPLY, INSTALL AND MA/NTAIN RAIN GAUGES AND RECORD THE DAILY RAINFALL. WHERE SITES HAVE BEEN PERMANENTLY STABILIZED, CONDUCT INSPECTIONS AT LEAST ONCE EVERY MONTH. ALSO INSPECT THAT CONTROLS INSTALLED IN THE FIELD AGREE WITH THE LATEST STORMWATER POLLUTION PREVENTION PLAN.

* POINTS OF DISCHARGE TO WATERS OF THE UNITED STATES.

* POINTS OF DISCHARGE TO MUNICIPAL SEPARATE STORM DRAIN SYSTEMS.

* DISTURBED AREAS OF THE SITE THAT HAVE NOT BEEN FINALLY STABILIZED.

* AREAS USED FOR STORAGE OF MATERIALS THAT ARE EXPOSED TO PRECIPITATION.

* STRUCTURAL CONTROLS.

* STORMWATER MANAGEMENT SYSTEMS.

* LOCATIONS WHERE VEHICLES ENTER OR EXIT THE SITE.

INITIATE REPAIRS WITHIN 24 HOURS OF INSPECTIONS THAT INDICATE ITEMS ARE NOT IN GOOD WORKING ORDER.

IF INSPECTIONS INDICATE THAT THE INSTALLED STABILIZATION AND STRUCTURAL PRACTICES ARE NOT SUFFICIENT TO MINIMIZE EROSION, RETAIN SEDIMENT, AND PREVENT DISCHARGING POLLUTANTS, PROVIDE ADDITIONAL MEASURES, AS APPROVED BY THE ENGINEER.

5.0 NON-STORMWATER DISCHARGES:

IN THE SPECIFICATION SECTION 104 EROSION CONTROL PLAN, IDENTIFY ALL ANTICIPATED NON-STORMWATER DISCHARGES (EXCEPT FLOWS FROM FIRE FIGHTING ACTIVITIES). DESCRIBE THE PROPOSED MEASURES TO PREVENT POLLUTION OF THESE NON-STORMWATER DISCHARGES. IF THE CONTRACTOR ENCOUNTERS CONTAMINATED SOIL OR GROUNDWATER, CONTACT THE NWFWMD AT (800) 913-1518.

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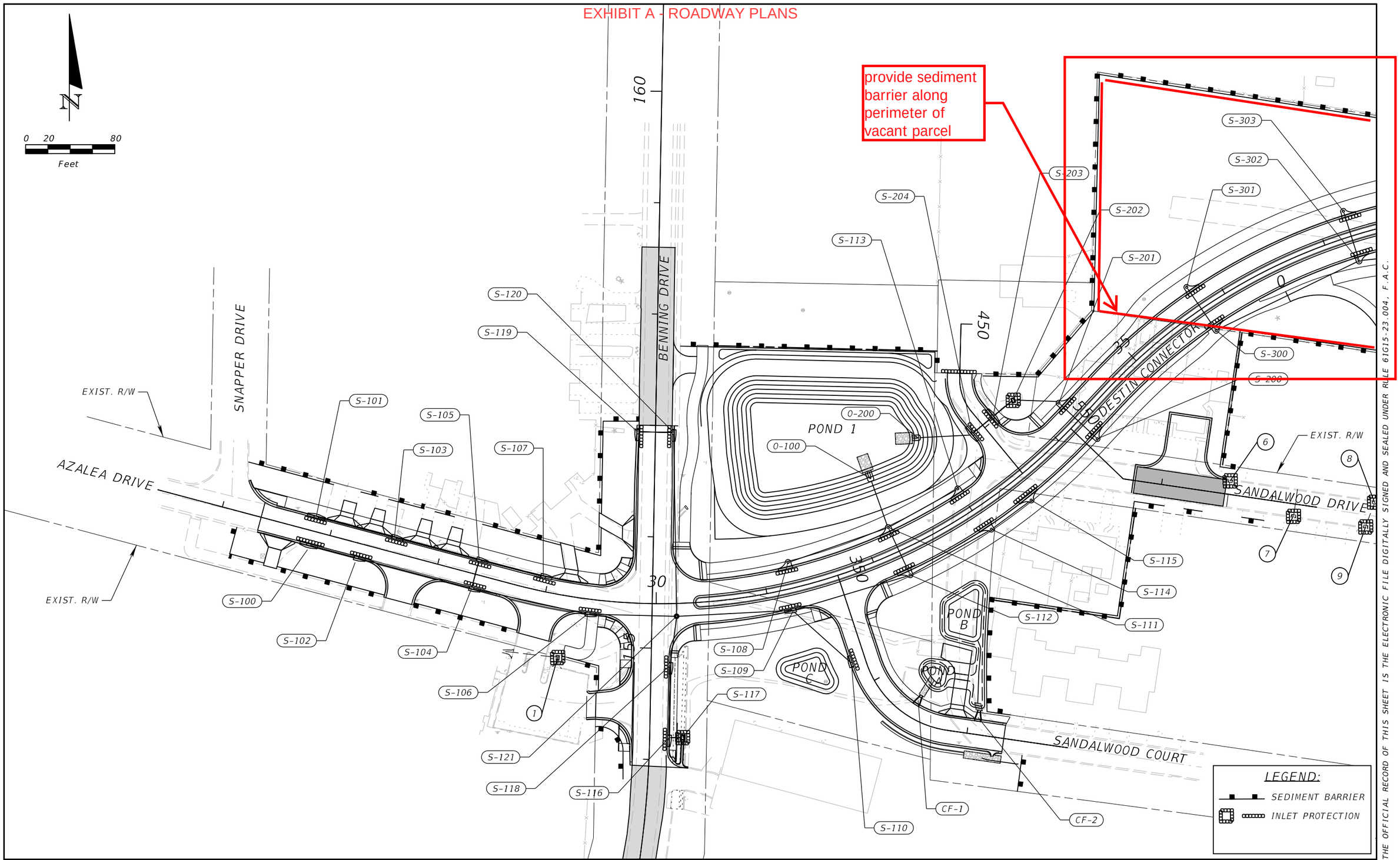
CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

STORMWATER POLLUTION PREVENTION PLAN

SHEET NO. 94

EXHIBIT A - ROADWAY PLANS



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COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

EROSION AND SEDIMENT CONTROL PLAN (1/2)

SHEET NO. 95

EXHIBIT A - ROADWAY PLANS

provide sediment barrier along perimeter of vacant parcel

provide inlet protection for nyloplast inlets until site grading is completed and sod is established

N

0 20 80

Feet

BEACH DRIVE

SEAGULL LANE

LEGION DRIVE

ANN CIRCLE

DESTIN CONNECTOR

SANDALWOOD DRIVE

EXIST. R/W

EXIST. R/W

ADS-W

ADS STORMWATER CHAMBERS

ADS-E

S-304 S-400 S-401 S-402 S-403 S-404 S-405 S-406 S-407 S-408 S-409 S-410 S-411 S-412 S-413 S-414 S-415 S-416 S-500 S-501 S-502 S-503 S-504 S-505 S-506 S-507 S-508

40 45 50 255 4 5

LEGEND:

SEDIMENT BARRIER

INLET PROTECTION

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CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

EROSION AND SEDIMENT CONTROL PLAN (2/2)

SHEET NO. 96

TEMPORARY TRAFFIC CONTROL GENERAL NOTES:

1. TRAFFIC CONTROLS SHALL BE IN ACCORDANCE WITH PROJECT PLANS, THE CURRENT EDITION OF THE FDOT STANDARD PLANS INDEX 102-100, 102-120 AND 102-600 SERIES, THE FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, AND THE MANUAL FOR UNIFORM TRAFFIC CONTROL DEVICES (M.U.T.C.D.).

2. ANY ADDITIONAL INTERRUPTIONS TO NORMAL TRAFFIC PATTERNS, WHICH ARE NOT SHOWN IN THE TRAFFIC CONTROL PLAN, BUT ARE NECESSARY TO CONSTRUCT THE PROJECT SHALL BE SUBMITTED IN WRITING TO THE PROJECT ADMINISTRATOR AND APPROVAL SHALL BE OBTAINED PRIOR TO THE COMMENCEMENT OF WORK. SUBMITTAL MATERIAL SHALL INCLUDE SKETCHES, CALCULATIONS, AND OTHER DATA AND SHALL BE SIGNED AND SEALED BY A FL REGISTERED ENGINEER.

3. CONTRACTOR SHALL MAINTAIN AND KEEP SIDE ROAD NAME IDENTIFICATION VISIBLE DURING CONSTRUCTION IN ORDER TO FACILITATE EMERGENCY VEHICLE TRAFFIC.

4. ACCESS TO ALL SIDE ROADS AND DRIVEWAYS WILL BE MAINTAINED FOR THE DURATION OF CONSTRUCTION ACTIVITIES.

5. ALL DROP-OFF CONDITIONS WITHIN THE PROJECT LIMITS WILL BE MITIGATED IN ACCORDANCE WITH FDOT STANDARD PLANS INDEX 102-600.

6. BENNING DRIVE POSTED SPEED LIMIT: 30 MPH
   BEACH DRIVE POSTED SPEED LIMIT: 30 MPH
   ALL OTHER ROADS THE POSTED SPEED SHALL NOT BE LOWER THAN 20 MPH.

7. CONTRACTOR IS ADVISED TO STUDY THE PROPOSED DRAINAGE PLAN PRIOR TO CONSTRUCTION AND CONSTRUCT ALL DRAINAGE NECESSARY ON SIDE ROADS USING FDOT STANDARD PLANS INDEX 102-603 FOR LANE CLOSURES TO ENSURE POSITIVE DRAINAGE OF THE PROJECT. IF INLETS OR STRUCTURES PROTRUDE 6 INCHES OR MORE FROM THE GRADE WITHIN THE CLEAR ZONE THE CONTRACTOR SHOULD PLACE DRUMS OR BARRIER WALL AS REQUIRED.

8. PLACE PORTABLE CHANGABLE MESSAGE SIGNS ON BENNING DRIVE AND BEACH DRIVE 14 DAYS PRIOR TO CONSTRUCTION.

   PORTABLE CHANGEABLE MESSAGE SIGN #1:

   BENNING ROAD CONST. — STARTS MM/DD

   PORTABLE CHANGEABLE MESSAGE SIGN #2:

   BEACH ROAD CONST. — STARTS MM/DD

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CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

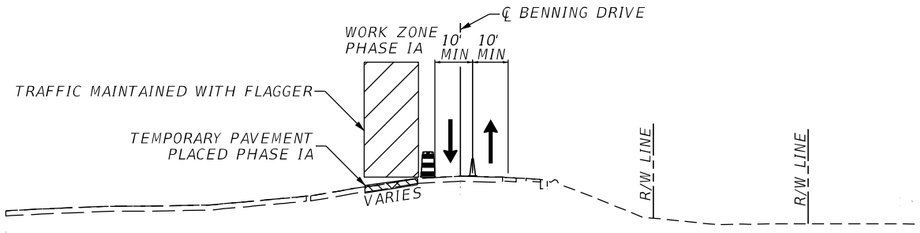
TEMPORARY TRAFFIC CONTROL PLANS

SHEET NO. 97

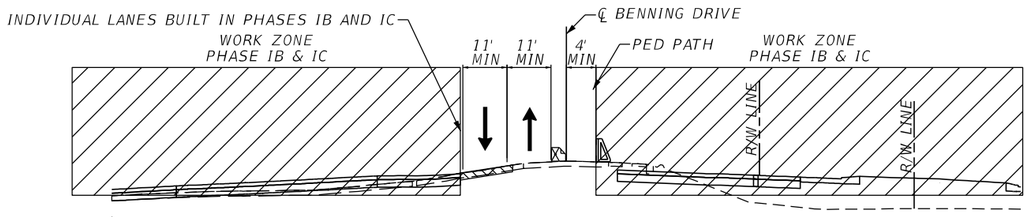
EXHIBIT A - ROADWAY PLANS

CONSTRUCTION PHASING NOTES:

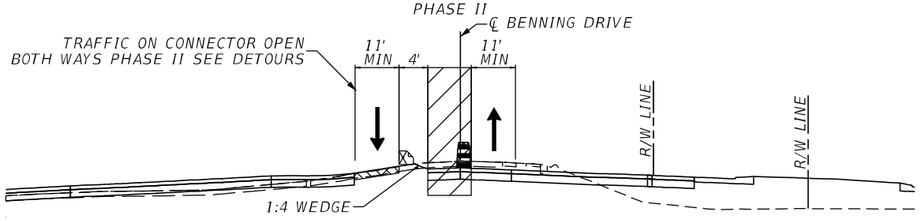
BENNING DRIVE PHASE IA



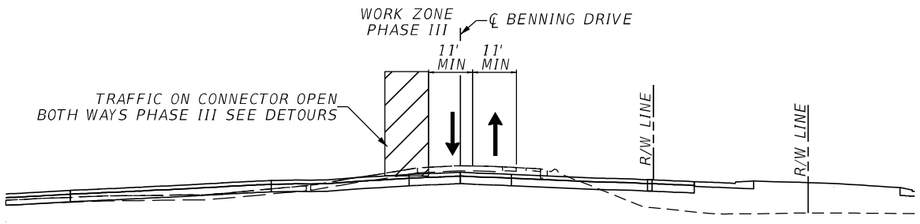
BENNING DRIVE PHASE IB & IC



BENNING DRIVE PHASE II



BENNING DRIVE PHASE III



BENNING DRIVE PHASE IA

1. INSTALL ADVANCED WARNING SIGNS AT BEGIN AND END OF PROJECT AND SIDE ROADS ACCORDING TO FDOT STANDARD PLANS INDEX 102-600 AND 102-603.
2. INSTALL TRAFFIC CONTROL DEVICES IN ACCORDANCE WITH FDOT STANDARD PLANS INDEX 102-600 AND 102-603.
3. INSTALL EROSION CONTROL MEASURES. MAINTAIN TRAFFIC ACCORDING TO FDOT STANDARD PLANS INDEX 102-601 AND 102-602.
4. MAINTAIN TWO-LANE, TWO-WAY TRAFFIC ON THE EXISTING FACILITIES.
5. MAINTAIN ACCESS TO AZALEA DRIVE, LEGION DRIVE, SEA HILLS DRIVE AND MOUNTAIN DRIVE AS SHOWN ON THE PHASE IA TEMPORARY TRAFFIC CONTROL PLANS.
6. INSTALL TEMPORARY PAVEMENT AS SHOWN ON THE PHASE IA TEMPORARY TRAFFIC CONTROL PLANS USING FLAGGING OPERATION AS REQUIRED.
7. PLACE TEMPORARY PAVEMENT MARKINGS FOR NEXT PHASE.

BENNING DRIVE PHASE IB & IC

1. PLACE/MODIFY ADVANCE WARNING SIGNS, BARRICADES, WARNING DEVICES AND REMOVE CONFLICTING MARKINGS AND SIGNS IN ACCORDANCE WITH FDOT STANDARD PLANS INDEX 102-600 AND 102-603.
2. MAINTAIN TWO-LANE, TWO-WAY TRAFFIC ON THE EXISTING FACILITIES.
3. SHIFT TRAFFIC ACCORDING TO PHASE IB & IC PLANS. DETOUR AZALEA DRIVE TRAFFIC ACCORDING TO PHASE IB & IC DETOUR PLAN. MAINTAIN TWO-LANE, TWO-WAY TRAFFIC ON THE TEMPORARY FACILITIES.
4. MAINTAIN ACCESS TO MALTEZOS STREET, LEGION DRIVE AND SEAHILLS DRIVE AS SHOWN ON THE PHASE IB & IC TEMPORARY TRAFFIC CONTROL PLANS.
5. CONSTRUCT PROPOSED ROADWAY, CURB & GUTTER AND DRAINAGE STRUCTURES AS SHOWN ON THE PHASE IB & IC TEMPORARY TRAFFIC CONTROL PLANS. EXCLUDE FRICTION COURSE FROM THIS PHASE.
6. MAINTAIN PEDESTRIAN TRAFFIC USING FDOT STANDARD PLANS INDEX 102-660. ADJUST PEDESTRIAN PATH TO FINISH CONSTRUCTION.
7. PLACE TEMPORARY PAVEMENT MARKINGS FOR NEXT PHASE.

BENNING DRIVE PHASE II

1. PLACE/MODIFY ADVANCE WARNING SIGNS, BARRICADES, WARNING DEVICES AND REMOVE CONFLICTING MARKINGS AND SIGNS IN ACCORDANCE WITH FDOT STANDARD PLANS INDEX 102-600 AND 102-603.
2. SHIFT TRAFFIC ACCORDING TO PHASE II PLANS. DETOUR AZALEA DRIVE TRAFFIC ACCORDING TO PHASE II DETOUR PLAN. MAINTAIN TWO-LANE, TWO-WAY TRAFFIC ON THE EXISTING FACILITIES.
3. MAINTAIN ACCESS FROM AZALEA DRIVE AND SEA HILLS DRIVE AS SHOWN ON THE PHASE II TEMPORARY TRAFFIC CONTROL PLANS.
4. CONSTRUCT PROPOSED ROADWAY, CURB & GUTTER AND DRAINAGE STRUCTURES ALONG BENNING DRIVE AS SHOWN ON THE PHASE II PLANS. EXCLUDE FRICTION COURSE FROM THIS PHASE.
5. PLACE TEMPORARY PAVEMENT MARKINGS FOR NEXT PHASE.

BENNING DRIVE PHASE III

1. PLACE/MODIFY ADVANCE WARNING SIGNS, BARRICADES, WARNING DEVICES AND REMOVE CONFLICTING MARKINGS AND SIGNS IN ACCORDANCE WITH FDOT STANDARD PLANS INDEX 102-600 AND 102-603.
2. SHIFT TRAFFIC ACCORDING TO PHASE III PLANS. DETOUR AZALEA DRIVE TRAFFIC ACCORDING TO PHASE III DETOUR PLAN. MAINTAIN TWO-LANE, TWO-WAY TRAFFIC ON THE EXISTING FACILITIES.
3. MAINTAIN ACCESS TO AND FROM ANNA STREET, SANDALWOOD DRIVE AND SANDALWOOD COURT AS SHOWN ON THE PHASE III TRAFFIC CONTROL PLANS.
4. CONSTRUCT PROPOSED ROADWAY, CURB & GUTTER AND DRAINAGE STRUCTURES ALONG BENNING DRIVE AS SHOWN ON THE PHASE III PLANS. EXCLUDE FRICTION COURSE FROM THIS PHASE.
5. PLACE TEMPORARY PAVEMENT MARKINGS FOR NEXT PHASE.

BENNING DRIVE PHASE IV

1. MILL TRANSITIONS, PLACE FRICTION COURSE, FINAL PAVEMENT MARKINGS AND SIGNS USING FDOT STANDARD PLANS INDEX 102-603 (FLAGGING OPERATION).

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CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

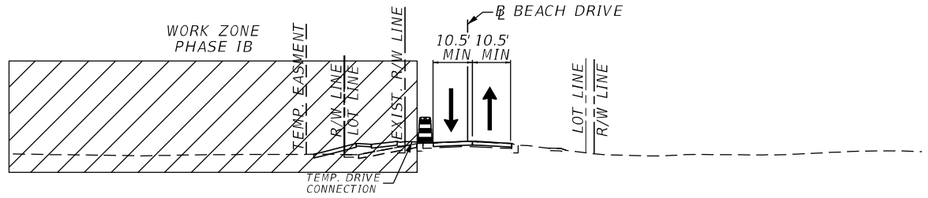
TEMPORARY TRAFFIC CONTROL PLAN

SHEET NO. 98

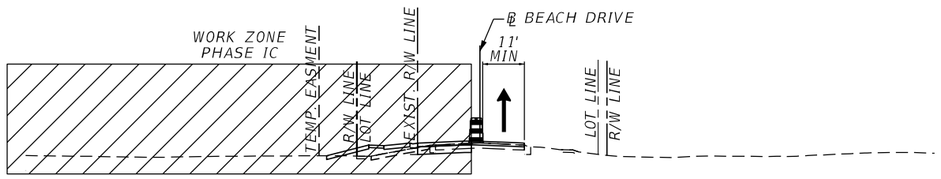
EXHIBIT A - ROADWAY PLANS

CONSTRUCTION PHASING NOTES:

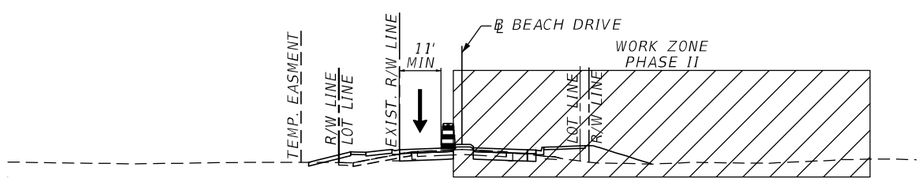
BEACH DRIVE PHASE IB



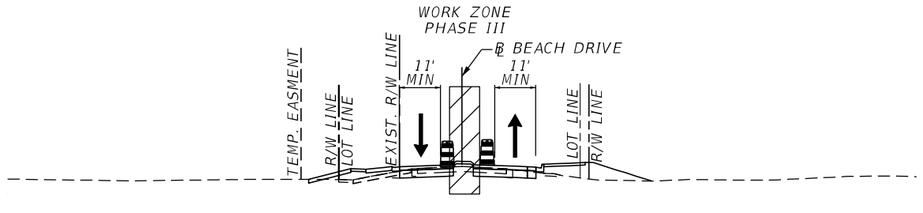
BEACH DRIVE PHASE IC



BEACH DRIVE PHASE II



BEACH DRIVE PHASE III



BEACH DRIVE PHASE IB

1. INSTALL ADVANCED WARNING SIGNS AT BEGIN AND END OF PROJECT AND SIDE ROADS ACCORDING TO FDOT STANDARD PLANS INDEX 102-600 AND 102-603.
2. INSTALL TRAFFIC CONTROL DEVICES IN ACCORDANCE WITH FDOT STANDARD PLANS INDEX 102-600 AND 102-603.
3. INSTALL EROSION CONTROL MEASURES. MAINTAIN TRAFFIC ACCORDING TO FDOT STANDARD PLANS INDEX 102-601 AND 102-602 WITH LANE CLOSURES TO SHIFT TRAFFIC. PLACE PAVEMENT MARKINGS AND SHIFT TRAFFIC.
4. MAINTAIN TWO-LANE, TWO-WAY TRAFFIC ON THE EXISTING FACILITIES.
5. MAINTAIN ACCESS TO LEGION DRIVE, SANDALWOOD DRIVE AND BENT ARROW DRIVE AS SHOWN ON THE PHASE IC TEMPORARY TRAFFIC CONTROL PLANS.
6. MAINTAIN PEDESTRIAN TRAFFIC USING FDOT STANDARD PLANS INDEX 102-660.
7. CONSTRUCT PROPOSED ROADWAY, CURB & GUTTER, DRAINAGE STRUCTURES AND STORMWATER FACILITIES AS SHOWN ON THE PHASE IB TEMPORARY TRAFFIC CONTROL PLANS. EXCLUDE FRICTION COURSE FROM THIS PHASE.

BEACH DRIVE PHASE IC

1. PLACE/MODIFY ADVANCED WARNING SIGNS, BARRICADES, WARNING DEVICES AND REMOVE CONFLICTING MARKINGS AND SIGNS IN ACCORDANCE WITH FDOT STANDARD PLANS INDEX 102-600 AND 102-603.
2. MAINTAIN ONE-LANE, NORTH BOUND TRAFFIC ON THE EXISTING FACILITIES.
3. MAINTAIN ACCESS TO LEGION DRIVE AND SANDALWOOD DRIVE AS SHOWN ON THE PHASE IC TEMPORARY TRAFFIC CONTROL PLANS.
4. CONSTRUCT PROPOSED ROADWAY, CURB & GUTTER AND DRAINAGE STRUCTURES AS SHOWN ON THE PHASE IC TEMPORARY TRAFFIC CONTROL PLANS. EXCLUDE FRICTION COURSE FROM THIS PHASE.
5. MAINTAIN PEDESTRIAN TRAFFIC USING FDOT STANDARD PLANS INDEX 102-660.
6. PLACE TEMPORARY PAVEMENT MARKINGS FOR NEXT PHASE.

BEACH DRIVE PHASE II

1. PLACE/MODIFY ADVANCED WARNING SIGNS, BARRICADES, WARNING DEVICES AND REMOVE CONFLICTING MARKINGS AND SIGNS IN ACCORDANCE WITH FDOT STANDARD PLANS INDEX 102-600 AND 102-603.
2. SHIFT TRAFFIC ACCORDING TO PHASE II PLANS. DETOUR LEGION DRIVE TRAFFIC ACCORDING TO PHASE II DETOUR PLAN. MAINTAIN ONE-LANE, SOUTH BOUND TRAFFIC ON THE PROPOSED FACILITIES.
3. MAINTAIN ACCESS TO ANNA STREET, SANDALWOOD COURT AND BENT ARROW DRIVE AS SHOWN ON THE PHASE II TEMPORARY TRAFFIC CONTROL PLANS.
4. CONSTRUCT PROPOSED ROADWAY, CURB & GUTTER AND DRAINAGE STRUCTURES ALONG BEACH DRIVE AND LEGION DRIVE AS SHOWN ON THE PHASE II PLANS. EXCLUDE FRICTION COURSE FROM THIS PHASE.
5. MAINTAIN PEDESTRIAN TRAFFIC USING FDOT STANDARD PLANS INDEX 102-660.
6. PLACE TEMPORARY PAVEMENT MARKINGS FOR NEXT PHASE.

BEACH DRIVE PHASE III

1. PLACE/MODIFY ADVANCED WARNING SIGNS, BARRICADES, WARNING DEVICES AND REMOVE CONFLICTING MARKINGS AND SIGNS IN ACCORDANCE WITH FDOT STANDARD PLANS INDEX 102-600 AND 102-603.
2. SHIFT TRAFFIC ACCORDING TO PHASE III PLANS. MAINTAIN TWO-LANE, TWO-WAY TRAFFIC ON THE PROPOSED FACILITIES.
3. MAINTAIN ACCESS TO LEGION DRIVE, SANDALWOOD DRIVE AND BENT ARROW DRIVE AS SHOWN ON THE PHASE III TRAFFIC CONTROL PLANS.
4. CONSTRUCT PROPOSED ROADWAY AND CURB & GUTTER ALONG BEACH DRIVE AS SHOWN ON THE PHASE III PLANS. EXCLUDE FRICTION COURSE FROM THIS PHASE.
5. PLACE TEMPORARY PAVEMENT MARKINGS FOR NEXT PHASE.

BEACH DRIVE PHASE IV

1. PLACE FRICTION COURSE, FINAL PAVEMENT MARKINGS AND SIGNS USING FDOT STANDARD PLANS INDEX 102-603. USE FLAGGING OPERATION OR NIGHT TIME DETOURS AS NEEDED.

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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

EDWIN J. RAMOS, P.E.
P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

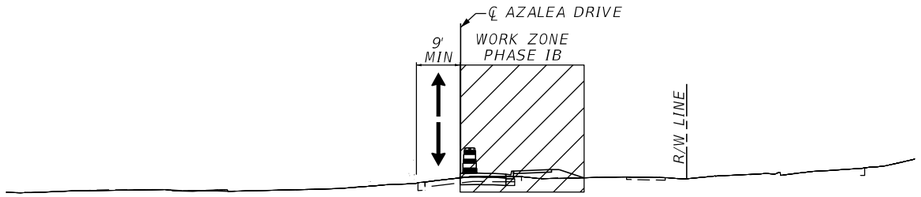
TEMPORARY TRAFFIC CONTROL PLAN

SHEET NO. 99

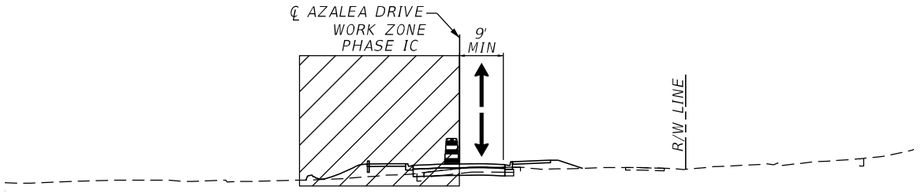
EXHIBIT A - ROADWAY PLANS

CONSTRUCTION PHASING NOTES:

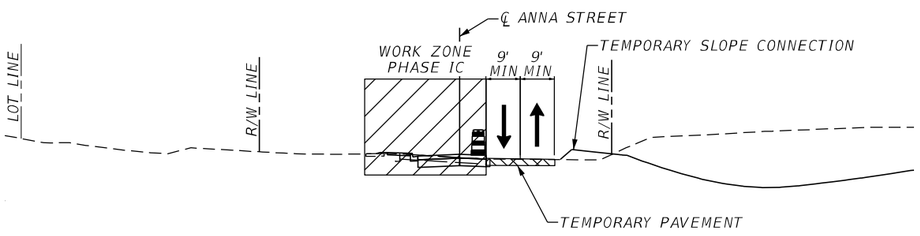
AZALEA DRIVE (DESTIN CONNECTOR) PHASE IB



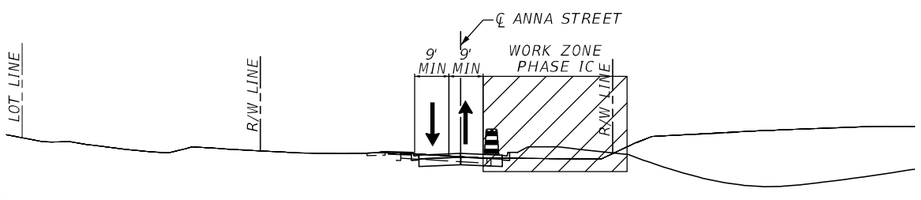
AZALEA DRIVE (DESTIN CONNECTOR) PHASE IC



ANNA STREET PHASE IB



ANNA STREET PHASE IC



AZALEA DRIVE (DESTIN CONNECTOR) PHASE IB

1. PLACE/MODIFY ADVANCED WARNING SIGNS, BARRICADES, WARNING DEVICES AND REMOVE CONFLICTING MARKINGS AND SIGNS IN ACCORDANCE WITH FDOT STANDARD PLANS INDEX 102-600 AND 102-603.
2. SHIFT TRAFFIC ACCORDING TO PHASE IB PLANS. MAINTAIN ONE-LANE, TWO-WAY TRAFFIC ON THE EXISTING FACILITIES.
3. MAINTAIN ACCESS TO ANNA STREET, SANDALWOOD DRIVE AND SANDALWOOD COURT AS SHOWN ON THE PHASE IB TEMPORARY TRAFFIC CONTROL PLANS.
4. CONSTRUCT PROPOSED ROADWAY, CURB & GUTTER AND DRAINAGE STRUCTURES ALONG AZALEA DRIVE (DESTIN CONNECTOR) AS SHOWN ON THE PHASE IB PLANS. EXCLUDE FRICTION COURSE FROM THIS PHASE.
5. PLACE TEMPORARY PAVEMENT MARKINGS FOR NEXT PHASE.

AZALEA DRIVE (DESTIN CONNECTOR) PHASE IC

1. PLACE/MODIFY ADVANCED WARNING SIGNS, BARRICADES, WARNING DEVICES AND REMOVE CONFLICTING MARKINGS AND SIGNS IN ACCORDANCE WITH FDOT STANDARD PLANS INDEX 102-600 AND 102-603.
2. SHIFT TRAFFIC ACCORDING TO PHASE IC PLANS. MAINTAIN ONE-LANE, TWO-WAY TRAFFIC ON THE PROPOSED FACILITIES.
3. MAINTAIN ACCESS TO ANNA STREET, SANDALWOOD DRIVE AND SANDALWOOD COURT AS SHOWN ON THE PHASE IC TRAFFIC CONTROL PLANS.
4. CONSTRUCT PROPOSED ROADWAY, CURB & GUTTER AND DRAINAGE STRUCTURES ALONG AZALEA DRIVE (DESTIN CONNECTOR) AS SHOWN ON THE PHASE IC PLANS. EXCLUDE FRICTION COURSE FROM THIS PHASE.
5. PLACE TEMPORARY PAVEMENT MARKINGS FOR NEXT PHASE.

AZALEA DRIVE (DESTIN CONNECTOR) PHASE IV

1. PLACE FRICTION COURSE, FINAL PAVEMENT MARKINGS AND SIGNS USING FDOT STANDARD PLANS INDEX 102-603 (FLAGGING OPERATION).

ANNA STREET PHASE IB

1. PLACE/MODIFY ADVANCED WARNING SIGNS, BARRICADES, WARNING DEVICES AND REMOVE CONFLICTING MARKINGS AND SIGNS IN ACCORDANCE WITH FDOT STANDARD PLANS INDEX 102-600 AND 102-603.
2. SHIFT TRAFFIC ACCORDING TO PHASE IB PLANS. MAINTAIN TWO-LANE, TWO-WAY TRAFFIC ON THE TEMPORARY FACILITIES.
3. MAINTAIN ACCESS TO SANDALWOOD DRIVE AND SANDALWOOD COURT.
4. INSTALL TEMPORARY PAVEMENT AS SHOWN ON THE PHASE IB TEMPORARY TRAFFIC CONTROL PLANS.
5. PLACE TEMPORARY PAVEMENT MARKINGS FOR NEXT PHASE.
6. CONSTRUCT PROPOSED ROADWAY, CURB & GUTTER, DRAINAGE STRUCTURES AND STORMWATER FACILITIES AS SHOWN ON THE PHASE IB TEMPORARY TRAFFIC CONTROL PLANS. EXCLUDE FRICTION COURSE FROM THIS PHASE.

ANNA STREET PHASE IC

1. PLACE/MODIFY ADVANCED WARNING SIGNS, BARRICADES, WARNING DEVICES AND REMOVE CONFLICTING MARKINGS AND SIGNS IN ACCORDANCE WITH FDOT STANDARD PLANS INDEX 102-600 AND 102-603.
2. SHIFT TRAFFIC ACCORDING TO PHASE IC PLANS. MAINTAIN TWO-LANE, TWO-WAY TRAFFIC ON THE PROPOSED FACILITIES.
3. MAINTAIN ACCESS TO SANDALWOOD DRIVE AND SANDALWOOD COURT AS SHOWN ON THE PHASE IC TEMPORARY TRAFFIC CONTROL PLANS.
4. CONSTRUCT PROPOSED ROADWAY, CURB & GUTTER AND DRAINAGE STRUCTURES AS SHOWN ON THE PHASE IC TEMPORARY TRAFFIC CONTROL PLANS. EXCLUDE FRICTION COURSE FROM THIS PHASE.
5. PLACE TEMPORARY PAVEMENT MARKINGS FOR NEXT PHASE.

ANNA STREET PHASE IV

1. PLACE FRICTION COURSE, FINAL PAVEMENT MARKINGS AND SIGNS USING FDOT STANDARD PLANS INDEX 102-603 (FLAGGING OPERATION).

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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

EDWIN J. RAMOS, P.E.
P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

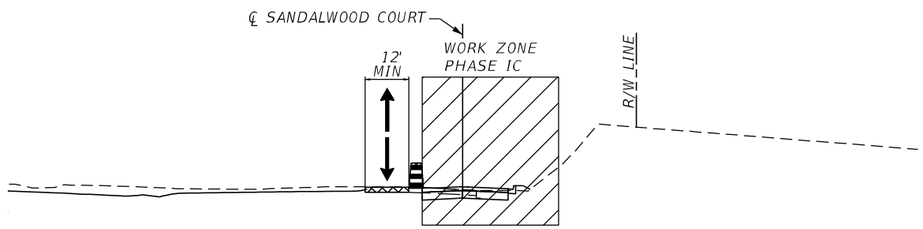
TEMPORARY TRAFFIC CONTROL PLAN

SHEET NO. 100

EXHIBIT A - ROADWAY PLANS

CONSTRUCTION PHASING NOTES:

SANDALWOOD COURT PHASE IC



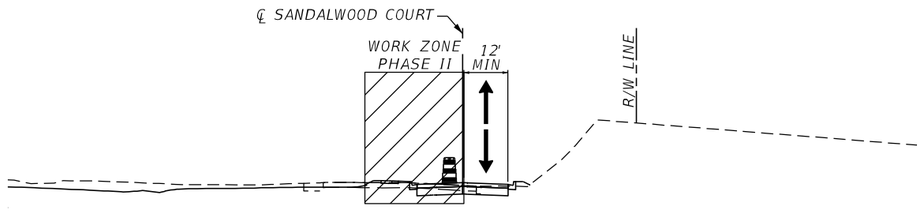
SANDALWOOD COURT PHASE IB

1. CONSTRUCT AREA WEST OUTSIDE THE ROADWAY.

SANDALWOOD COURT PHASE IC

1. INSTALL ADVANCED WARNING SIGNS AT BEGIN AND END OF PROJECT AND SIDE ROADS ACCORDING TO FDOT STANDARD PLANS INDEX 102-600 AND 102-603.
2. INSTALL TRAFFIC CONTROL DEVICES IN ACCORDANCE WITH FDOT STANDARD PLANS INDEX 102-600 AND 102-603.
3. INSTALL EROSION CONTROL MEASURES. MAINTAIN TRAFFIC ACCORDING TO FDOT STANDARD PLANS INDEX 102-601 AND 102-602.
4. SHIFT TRAFFIC ACCORDING TO PHASE IC PLANS. MAINTAIN ONE-LANE, TWO-WAY TRAFFIC ON THE TEMPORARY FACILITIES WITH USING FLAGGING OPERATION.
5. MAINTAIN ACCESS TO ANNA ST AND SANDALWOOD DRIVE AS SHOWN ON THE PHASE IC TEMPORARY TRAFFIC CONTROL PLANS.
6. INSTALL TEMPORARY PAVEMENT AS SHOWN ON THE PHASE IC TEMPORARY TRAFFIC CONTROL PLANS WITH USING FLAGGING OPERATION.
7. PLACE TEMPORARY PAVEMENT MARKINGS FOR NEXT PHASE.
8. CONSTRUCT PROPOSED ROADWAY, CURB & GUTTER, DRAINAGE STRUCTURES AND STORMWATER FACILITIES AS SHOWN ON THE PHASE IC TEMPORARY TRAFFIC CONTROL PLANS. EXCLUDE FRICTION COURSE FROM THIS PHASE.

SANDALWOOD COURT PHASE II



SANDALWOOD COURT PHASE II

1. PLACE/MODIFY ADVANCED WARNING SIGNS, BARRICADES, WARNING DEVICES AND REMOVE CONFLICTING MARKINGS AND SIGNS IN ACCORDANCE WITH FDOT STANDARD PLANS INDEX 102-600 AND 102-603.
2. SHIFT TRAFFIC ACCORDING TO PHASE II PLANS. MAINTAIN ONE-LANE, TWO-WAY TRAFFIC ON THE PROPOSED FACILITIES WITH USING FLAGGING OPERATION.
3. MAINTAIN ACCESS TO BENNING STREET, ANNA STREET AND SANDALWOOD DRIVE AS SHOWN ON THE PHASE II TEMPORARY TRAFFIC CONTROL PLANS.
4. CONSTRUCT PROPOSED ROADWAY, CURB & GUTTER AND DRAINAGE STRUCTURES AS SHOWN ON THE PHASE II TEMPORARY TRAFFIC CONTROL PLANS USING FLAGGING OPERATION. EXCLUDE FRICTION COURSE FROM THIS PHASE.
5. PLACE TEMPORARY PAVEMENT MARKINGS FOR NEXT PHASE.

SANDALWOOD COURT PHASE IV

1. PLACE FRICTION COURSE, PAVEMENT MARKINGS AND SIGNS USING FDOT STANDARD PLANS INDEX 102-603 (FLAGGING OPERATION).

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EDWIN J. RAMOS, P.E.
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482 SOUTH KELLER ROAD
ORLANDO, FL 32810

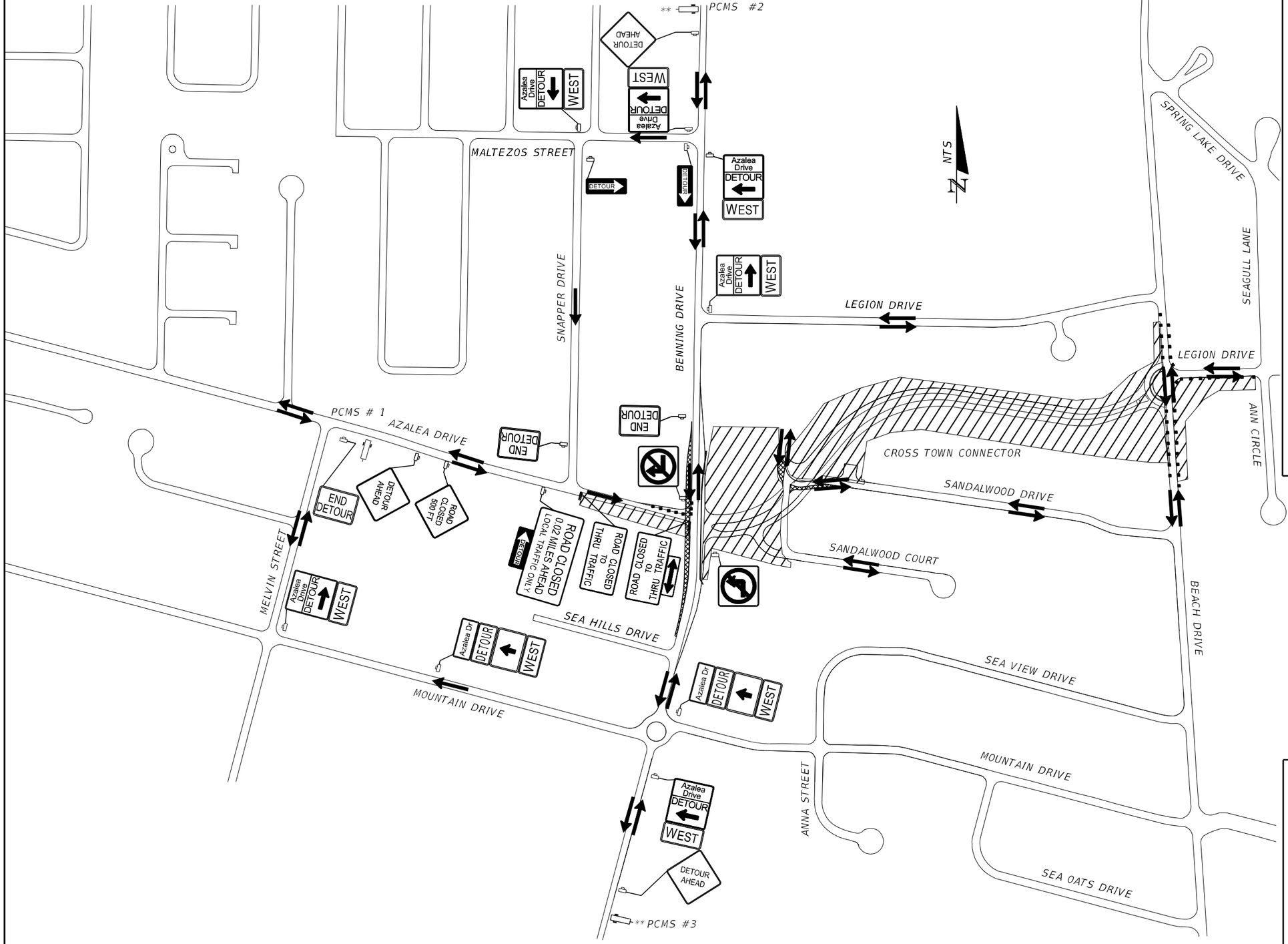
CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

TEMPORARY TRAFFIC CONTROL PLAN

SHEET NO. 101

EXHIBIT A - ROADWAY PLANS



NOTES:

1. THIS DETOUR PLAN SHALL BE UTILIZED FOR THE CONSTRUCTION OF THE ROADWAY AT THE END OF AZALEA DRIVE TO BENNING DRIVE ACCORDING TO THE PHASE IB TRAFFIC CONTROL PLANS. THE CONTRACTOR SHALL CONTACT THE CITY OF DESTIN ENGINEER TWO WEEKS PRIOR TO THE CLOSING OF AZALEA DRIVE.

2. ALL SIGNS SHALL BE INSTALLED PRIOR TO CLOSING THE ROADWAY. THE CONTRACTOR SHALL PLACE INTO OPERATION THREE VARIABLE MESSAGE SIGNS ALONG BENNING DRIVE AND AZALEA DRIVE APPROXIMATELY 0.5 MILES IN EITHER DIRECTION OF THE PHASE IB CONSTRUCTION OR ADJUST ACCORDING TO THE FIELD ENGINEER. THESE VARIABLE MESSAGE SIGNS SHALL BE PLACED TWO WEEKS PRIOR TO THE CLOSING OF AZALEA DRIVE, STATING THE CLOSING DATES. PLACE PORTABLE CHANGABLE MESSAGE SIGNS 14 DAYS PRIOR TO CONSTRUCTION. ONCE CONSTRUCTION HAS STARTED, THE VARIABLE MESSAGE SIGNS SHALL BE PLACED AS DEPICTED ON TEMPORARY TRAFFIC CONTROL PLANS.

3. PORTABLE CHANGEABLE MESSAGE SIGN #1:
   DURING DETOUR

MESSAGE 1	MESSAGE 2
AZALEA	DETOUR
CLOSED	SNAPPER
AHEAD	NORTH

   PORTABLE CHANGEABLE MESSAGE SIGN #2:
   DURING DETOUR

MESSAGE 1	MESSAGE 2
AZALEA	DETOUR
CLOSED	MALTEZOS
AHEAD	WEST

   PORTABLE CHANGEABLE MESSAGE SIGN #3:
   DURING DETOUR

MESSAGE 1	MESSAGE 2
AZALEA	DETOUR
CLOSED	MOUNTAIN
AHEAD	WEST

PHASE IB DETOURS

LEGEND

- Work Area
- Type III Barricade
- Work Zone Sign
- Portable Changeable (Variable) Message Sign
- Lane Identification and Direction of Traffic
- Low Profile Barrier Wall
- Channelizing Device
- Temporary Pavement

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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

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P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

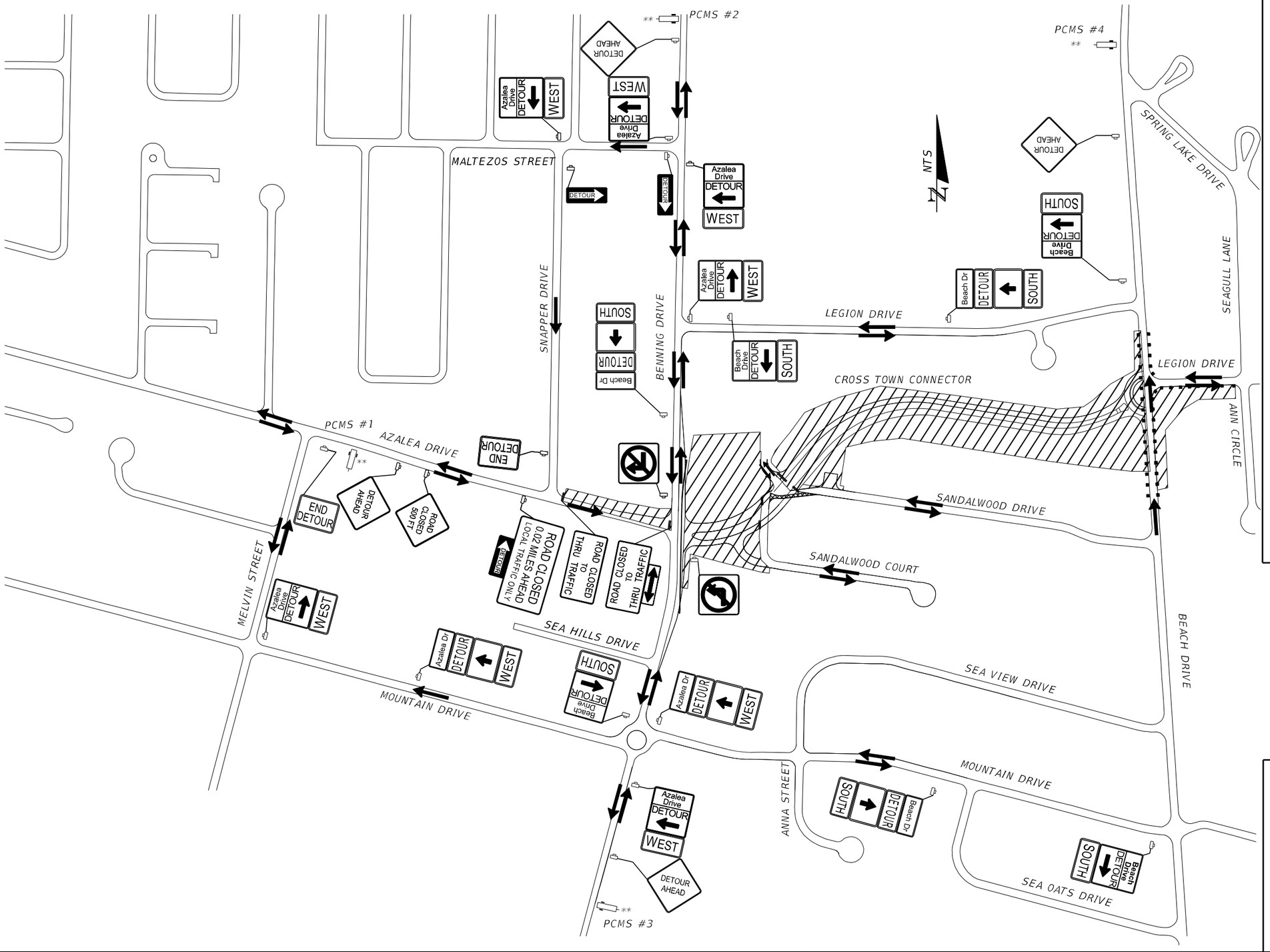
CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

TEMPORARY TRAFFIC CONTROL PLAN

SHEET NO. 102

EXHIBIT A - ROADWAY PLANS



NOTES:

1. THIS DETOUR PLAN SHALL BE UTILIZED FOR THE CONSTRUCTION OF THE ROADWAY AT THE END OF AZALEA DRIVE TO BENNING DRIVE ACCORDING TO THE PHASE IC TRAFFIC CONTROL PLANS. THE CONTRACTOR SHALL CONTACT THE CITY OF DESTIN ENGINEER TWO WEEKS PRIOR TO THE CLOSING OF AZALEA DRIVE.

2. ALL SIGNS SHALL BE INSTALLED PRIOR TO CLOSING THE ROADWAY. THE CONTRACTOR SHALL PLACE INTO OPERATION THREE VARIABLE MESSAGE SIGNS ALONG BENNING DRIVE AND AZALEA DRIVE APPROXIMATELY 0.5 MILES IN EITHER DIRECTION OF THE PHASE IC CONSTRUCTION, OR ADJUST ACCORDING TO THE FIELD ENGINEER. THESE VARIABLE MESSAGE SIGNS SHALL BE PLACED TWO WEEKS PRIOR TO THE CLOSING OF AZALEA DRIVE, STATING THE CLOSING DATES. PLACE PORTABLE CHANGABLE MESSAGE SIGNS 14 DAYS PRIOR TO CONSTRUCTION. ONCE CONSTRUCTION HAS STARTED, THE VARIABLE MESSAGE SIGNS SHALL BE PLACED AS DEPICTED ON TEMPORARY TRAFFIC CONTROL PLANS.

3. PORTABLE CHANGEABLE MESSAGE SIGN #1:
DURING DETOUR

MESSAGE 1	MESSAGE 2
AZALEA	DETOUR
CLOSED	SNAPPER
AHEAD	NORTH

PORTABLE CHANGEABLE MESSAGE SIGN #2:
DURING DETOUR

MESSAGE 1	MESSAGE 2
AZALEA	DETOUR
CLOSED	MALTEZOS
AHEAD	WEST

PORTABLE CHANGEABLE MESSAGE SIGN #3:
DURING DETOUR

MESSAGE 1	MESSAGE 2
AZALEA	DETOUR
CLOSED	MOUNTAIN
AHEAD	WEST

PORTABLE CHANGEABLE MESSAGE SIGN #4:
DURING DETOUR

MESSAGE 1	MESSAGE 2
BEACH	DETOUR
CLOSED	LEGION
AHEAD	WEST

PHASE IC DETOURS

LEGEND

- Work Area
- Type III Barricade
- Work Zone Sign
- Portable Changeable (Variable) Message Sign
- Lane Identification and Direction of Traffic
- Low Profile Barrier Wall
- Channelizing Device
- Temporary Pavement

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

EDWIN RAMOS, P.E.
P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

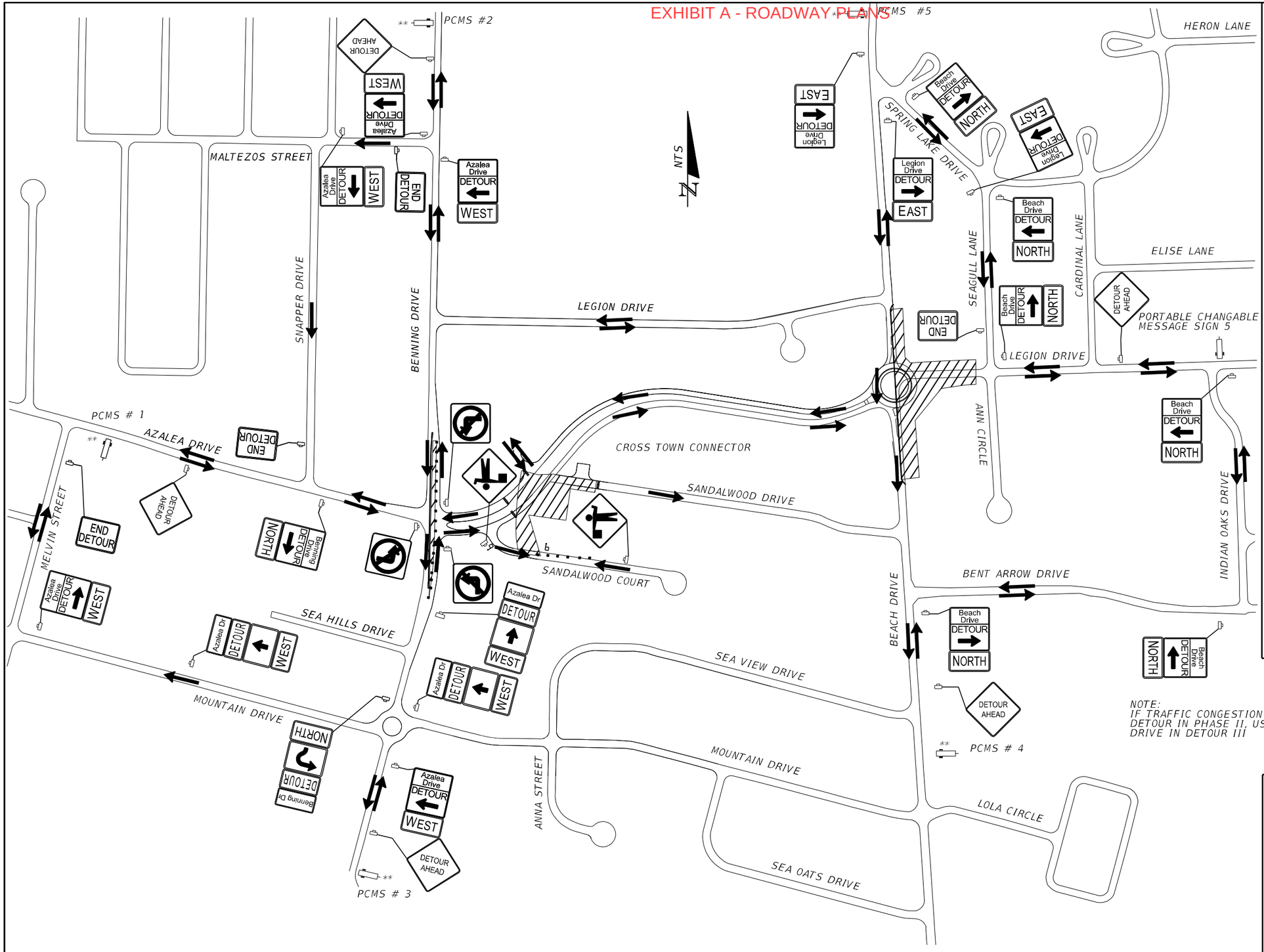
COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

TEMPORARY TRAFFIC CONTROL PLAN

SHEET NO. 103

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

EXHIBIT A - ROADWAY PLANS



NOTES:

1. THIS DETOUR PLAN SHALL BE UTILIZED FOR THE CONSTRUCTION OF THE ROADWAY IN THE MIDDLE OF BENNING DRIVE AND AT THE END OF LEGION TO BEACH DRIVE ACCORDING TO THE PHASE II TRAFFIC CONTROL PLANS. THE CONTRACTOR SHALL CONTACT THE CITY OF DESTIN ENGINEER TWO WEEKS PRIOR TO THE CLOSING OF LEGION DRIVE.

2. ALL SIGNS SHALL BE INSTALLED PRIOR TO CLOSING THE ROADWAY. THE CONTRACTOR SHALL PLACE INTO OPERATION FIVE VARIABLE MESSAGE SIGNS ALONG BENNING DRIVE, AZALEA DRIVE, BEACH DRIVE AND LEGION DRIVE APPROXIMATELY 0.5 MILES IN EITHER DIRECTION OF THE PHASE II CONSTRUCTION, OR ADJUST ACCORDING TO THE FIELD ENGINEER. THESE VARIABLE MESSAGE SIGNS SHALL BE PLACED TWO WEEKS PRIOR TO THE CLOSING OF LEGION DRIVE, STATING THE CLOSING DATES. PLACE PORTABLE CHANGABLE MESSAGE SIGNS 14 DAYS PRIOR TO CONSTRUCTION. ONCE CONSTRUCTION HAS STARTED, THE VARIABLE MESSAGE SIGNS SHALL BE PLACED AS DEPICTED ON TRAFFIC CONTROL PLANS.

3. PORTABLE CHANGEABLE MESSAGE SIGN #1:
DURING DETOUR

MESSAGE 1	MESSAGE 2
BENNING	FOLLOW
CLOSED	DETOUR
AHEAD NB	

PORTABLE CHANGEABLE MESSAGE SIGN #2:
DURING DETOUR

MESSAGE 1	MESSAGE 2
AZALEA	DETOUR
CLOSED	MALTEZOS
AHEAD	WEST

PORTABLE CHANGEABLE MESSAGE SIGN #3:
DURING DETOUR

MESSAGE 1	MESSAGE 2
AZALEA	DETOUR
CLOSED	MOUNTAIN
AHEAD	WEST

PORTABLE CHANGEABLE MESSAGE SIGN #4:
DURING DETOUR

MESSAGE 1	MESSAGE 2
BEACH D	DETOUR
CLOSED	BENT ARR
AHEAD	EAST

PORTABLE CHANGEABLE MESSAGE SIGN #5:
DURING DETOUR

MESSAGE 1	MESSAGE 2
LEGION	DETOUR
CLOSED	SPRING L
AHEAD	NORTH

NOTE:
IF TRAFFIC CONGESTION DEVELOPS FOR NORTHBOUND BEACH DRIVE DETOUR IN PHASE II, USE ADDITINAL DETOUR FOR BEACH DRIVE IN DETOUR III

PHASE II DETOURS

LEGEND

- Work Area
- Type III Barricade
- Work Zone Sign
- Portable Changeable (Variable) Message Sign
- Lane Identification and Direction of Traffic
- Flagger
- Low Profile Barrier Wall
- Channelizing Device

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

EDWIN RAMOS, P.E.
P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

TEMPORARY TRAFFIC CONTROL PLAN

SHEET NO. 104

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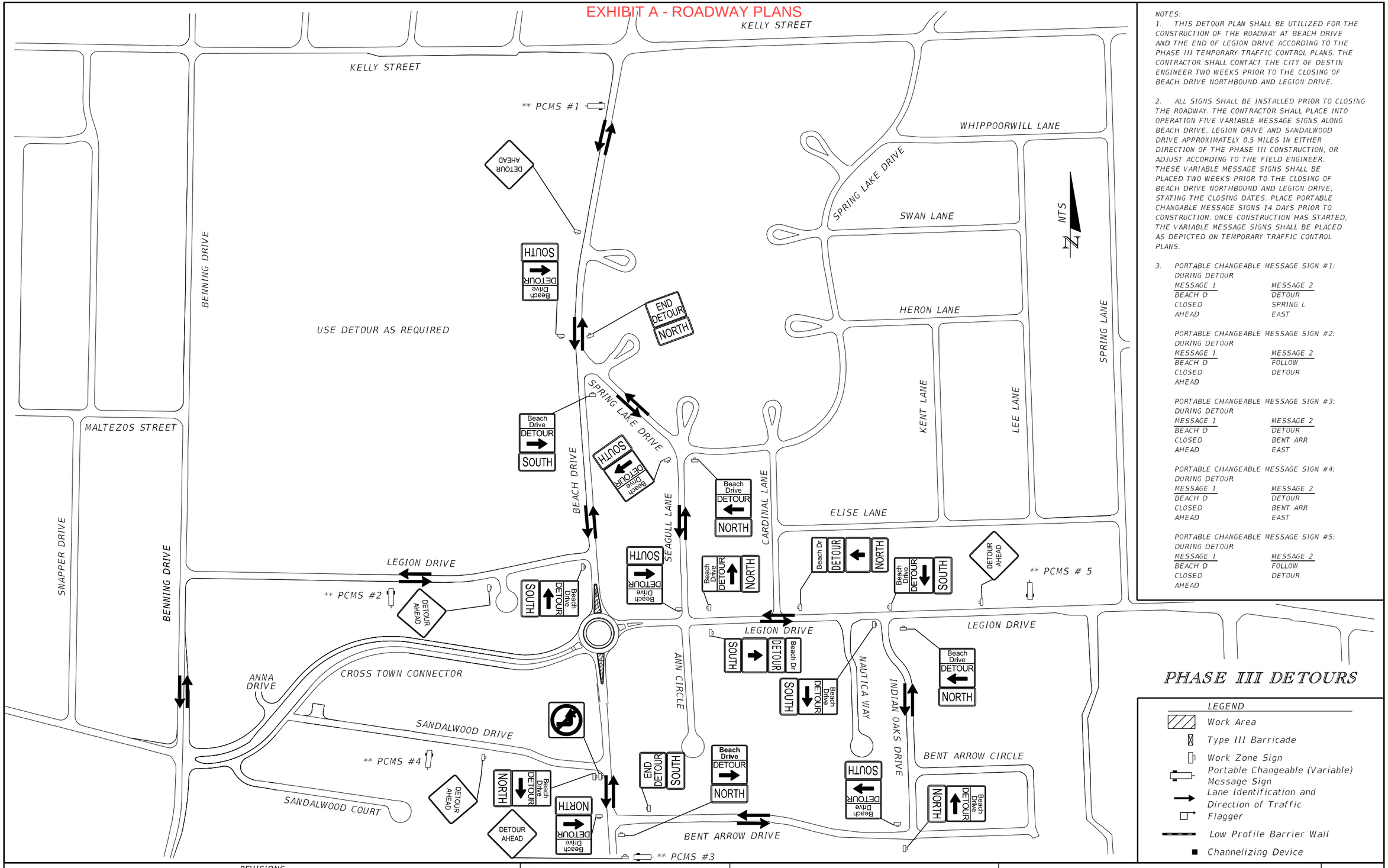
EXHIBIT A - ROADWAY PLANS



NOTES:

1. THIS DETOUR PLAN SHALL BE UTILIZED FOR THE CONSTRUCTION OF THE ROADWAY AT BEACH DRIVE AND THE END OF LEGION DRIVE ACCORDING TO THE PHASE III TEMPORARY TRAFFIC CONTROL PLANS. THE CONTRACTOR SHALL CONTACT THE CITY OF DESTIN ENGINEER TWO WEEKS PRIOR TO THE CLOSING OF BEACH DRIVE NORTHBOUND AND LEGION DRIVE.

2. ALL SIGNS SHALL BE INSTALLED PRIOR TO CLOSING THE ROADWAY. THE CONTRACTOR SHALL PLACE INTO OPERATION FIVE VARIABLE MESSAGE SIGNS ALONG BEACH DRIVE, LEGION DRIVE AND SANDALWOOD DRIVE APPROXIMATELY 0.5 MILES IN EITHER DIRECTION OF THE PHASE III CONSTRUCTION, OR ADJUST ACCORDING TO THE FIELD ENGINEER. THESE VARIABLE MESSAGE SIGNS SHALL BE PLACED TWO WEEKS PRIOR TO THE CLOSING OF BEACH DRIVE NORTHBOUND AND LEGION DRIVE, STATING THE CLOSING DATES. PLACE PORTABLE CHANGABLE MESSAGE SIGNS 14 DAYS PRIOR TO CONSTRUCTION. ONCE CONSTRUCTION HAS STARTED, THE VARIABLE MESSAGE SIGNS SHALL BE PLACED AS DEPICTED ON TEMPORARY TRAFFIC CONTROL PLANS.

3. PORTABLE CHANGEABLE MESSAGE SIGN #1:
DURING DETOUR

MESSAGE 1	MESSAGE 2
BEACH D	DETOUR
CLOSED	SPRING L
AHEAD	EAST

PORTABLE CHANGEABLE MESSAGE SIGN #2:
DURING DETOUR

MESSAGE 1	MESSAGE 2
BEACH D	FOLLOW
CLOSED	DETOUR
AHEAD	

PORTABLE CHANGEABLE MESSAGE SIGN #3:
DURING DETOUR

MESSAGE 1	MESSAGE 2
BEACH D	DETOUR
CLOSED	BENT ARR
AHEAD	EAST

PORTABLE CHANGEABLE MESSAGE SIGN #4:
DURING DETOUR

MESSAGE 1	MESSAGE 2
BEACH D	DETOUR
CLOSED	BENT ARR
AHEAD	EAST

PORTABLE CHANGEABLE MESSAGE SIGN #5:
DURING DETOUR

MESSAGE 1	MESSAGE 2
BEACH D	FOLLOW
CLOSED	DETOUR
AHEAD	

PHASE III DETOURS

LEGEND

- Work Area
- Type III Barricade
- Work Zone Sign
- Portable Changeable (Variable) Message Sign
- Lane Identification and Direction of Traffic
- Flagger
- Low Profile Barrier Wall
- Channelizing Device

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

EDWIN RAMOS, P.E.
P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

TEMPORARY TRAFFIC CONTROL PLAN

SHEET NO. 105

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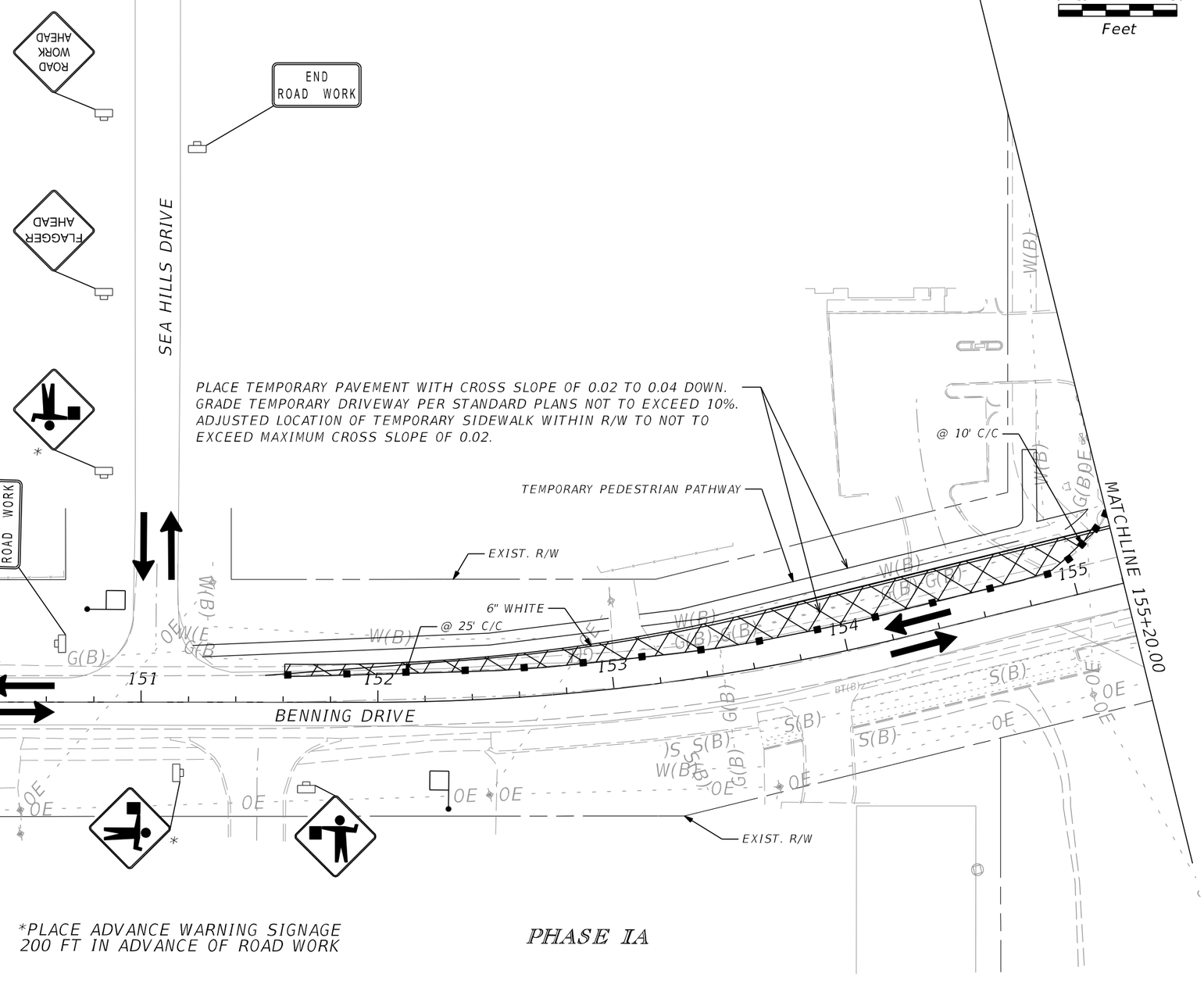
EXHIBIT A - ROADWAY PLANS

LEGEND

- Temporary Pavement
- Channelizing Device
- Work Zone Sign
- Portable Changeable (Variable) Message Sign
- Flagger
- Lane Identification and Direction of Traffic

NOTE:
APPLY RPM'S IN ACCORDANCE WITH STANDARD PLANS INDEX NO. 706-001 & 102-600, SHEET 11 OF 11



*PLACE ADVANCE WARNING SIGNAGE 200 FT IN ADVANCE OF ROAD WORK

PHASE IA

REVISIONS				EDWIN RAMOS, P.E. P.E. LICENSE NUMBER 84352 ATKINS NORTH AMERICA, INC. 482 SOUTH KELLER ROAD ORLANDO, FL 32810	CITY OF DESTIN		TEMPORARY TRAFFIC CONTROL PLAN	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		COUNTY	CONSTRUCTION PLANS FOR:		106
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		

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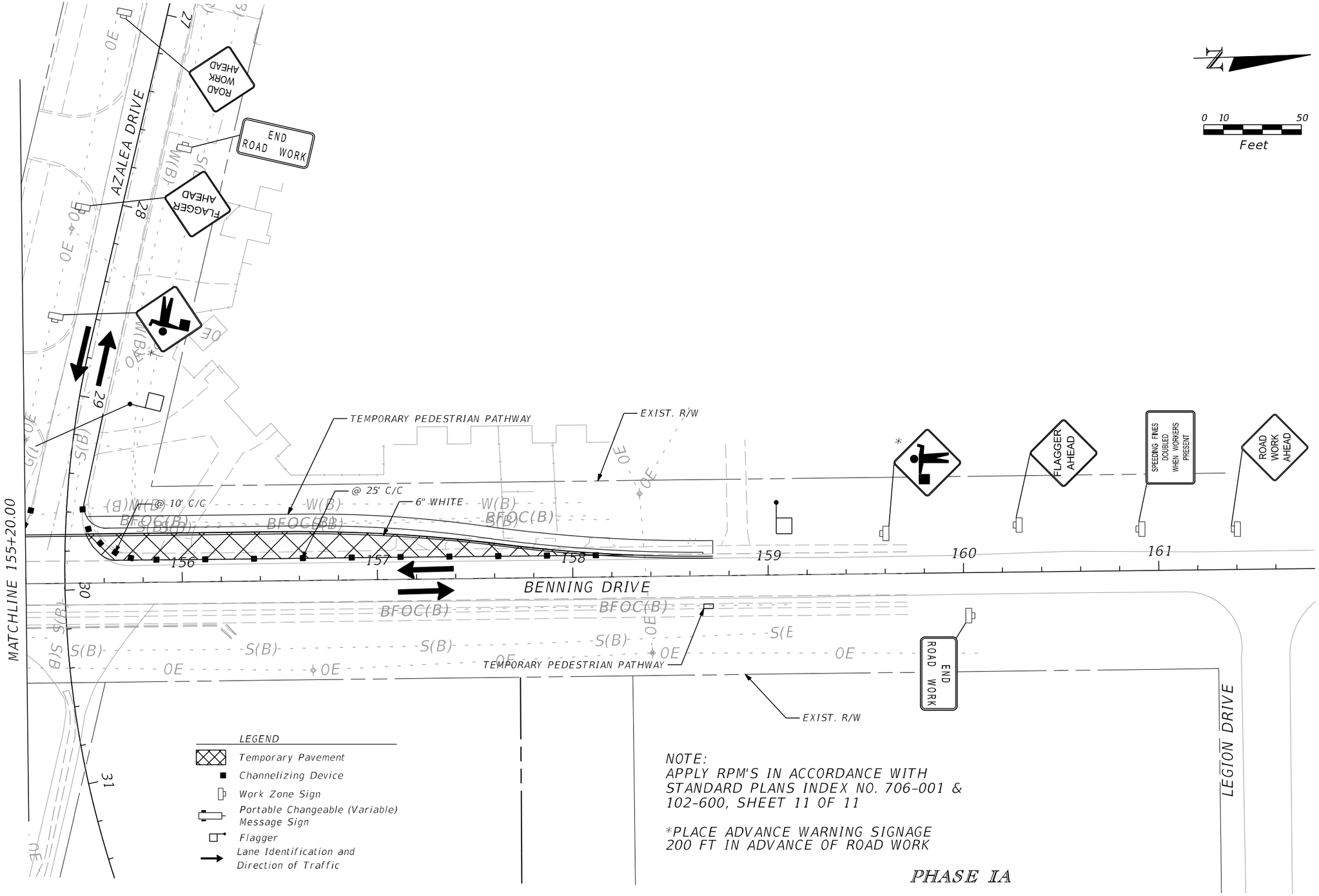
EXHIBIT A - ROADWAY PLANS



N

0 10 50
Feet

NOTE:
APPLY RPM'S IN ACCORDANCE WITH STANDARD PLANS INDEX NO. 706-001 & 102-600, SHEET 11 OF 11

*PLACE ADVANCE WARNING SIGNAGE 200 FT IN ADVANCE OF ROAD WORK

PHASE IA

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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

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P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

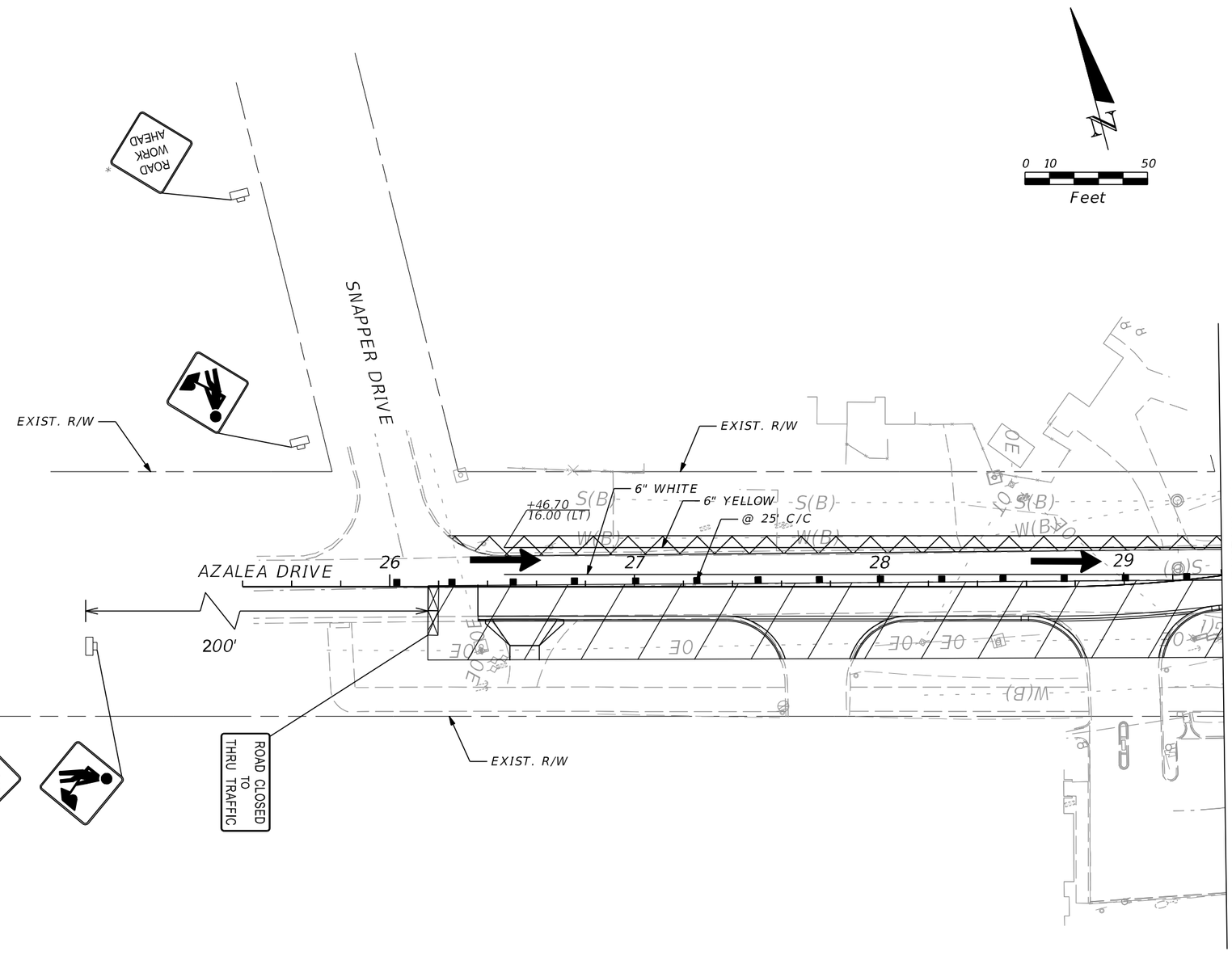
CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

TEMPORARY TRAFFIC CONTROL PLAN

SHEET NO. 107

EXHIBIT A - ROADWAY PLANS



LEGEND

- Temporary Pavement
- Work Zone
- Type III Barricade
- Channelizing Device
- Work Zone Sign
- Portable Changeable (Variable) Message Sign
- Flagger
- Lane Identification and Direction of Traffic

NOTE:
APPLY RPM'S IN ACCORDANCE WITH STANDARD PLANS INDEX NO. 706-011 & 102-600, SHEET 11 OF 11

*PLACE ADVANCE WARNING SIGNAGE 200 FT IN ADVANCE OF ROAD WORK

PHASE IB

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

EDWIN RAMOS, P.E.
P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

TEMPORARY TRAFFIC CONTROL PLAN

SHEET NO. 108

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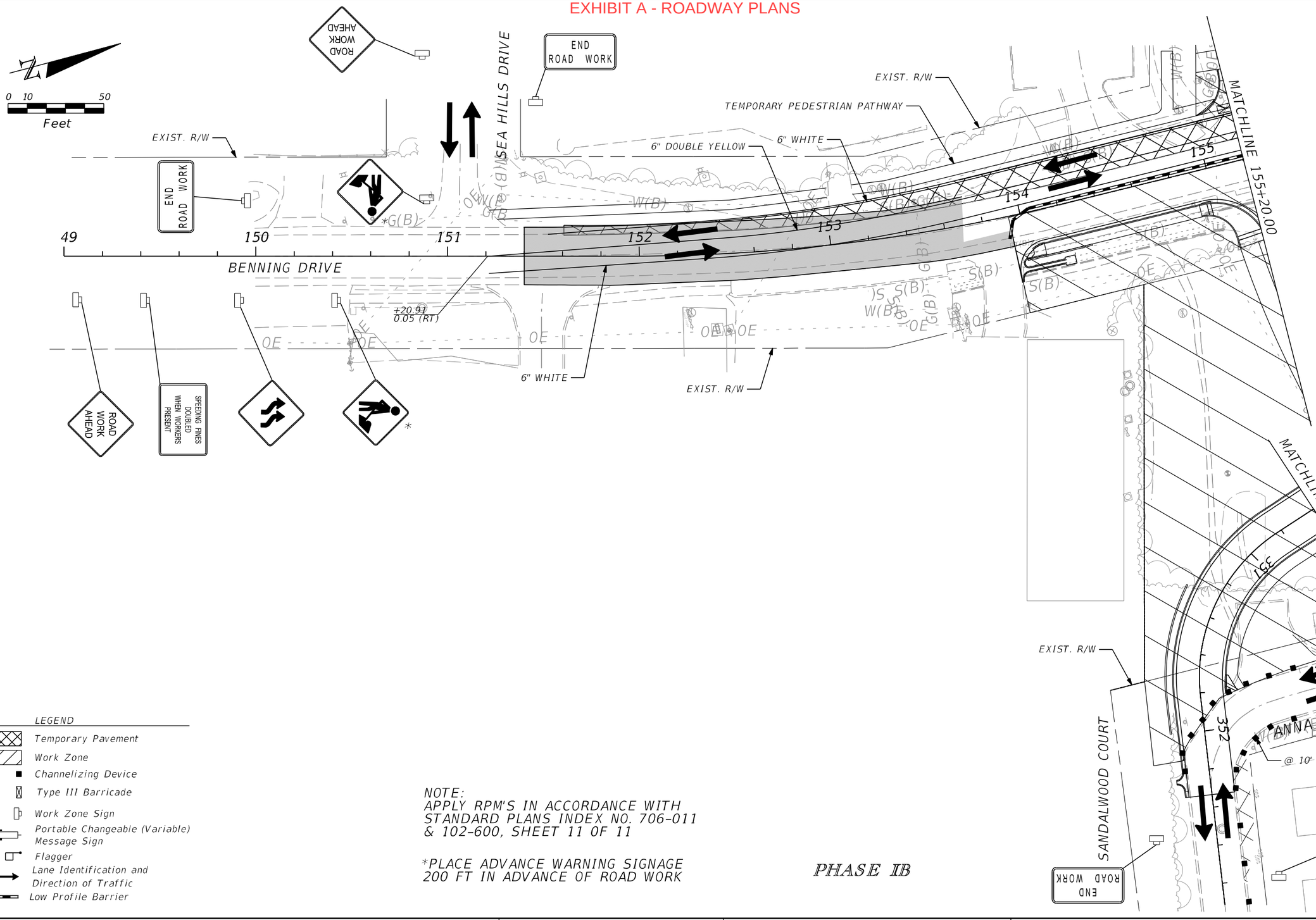
EXHIBIT A - ROADWAY PLANS



LEGEND

- Temporary Pavement
- Work Zone
- Channelizing Device
- Type III Barricade
- Work Zone Sign
- Portable Changeable (Variable) Message Sign
- Flagger
- Lane Identification and Direction of Traffic
- Low Profile Barrier

NOTE:
APPLY RPM'S IN ACCORDANCE WITH STANDARD PLANS INDEX NO. 706-011 & 102-600, SHEET 11 OF 11

*PLACE ADVANCE WARNING SIGNAGE 200 FT IN ADVANCE OF ROAD WORK

PHASE IB

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

EDWIN RAMOS, P.E.
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ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

TEMPORARY TRAFFIC CONTROL PLAN

SHEET NO. 109

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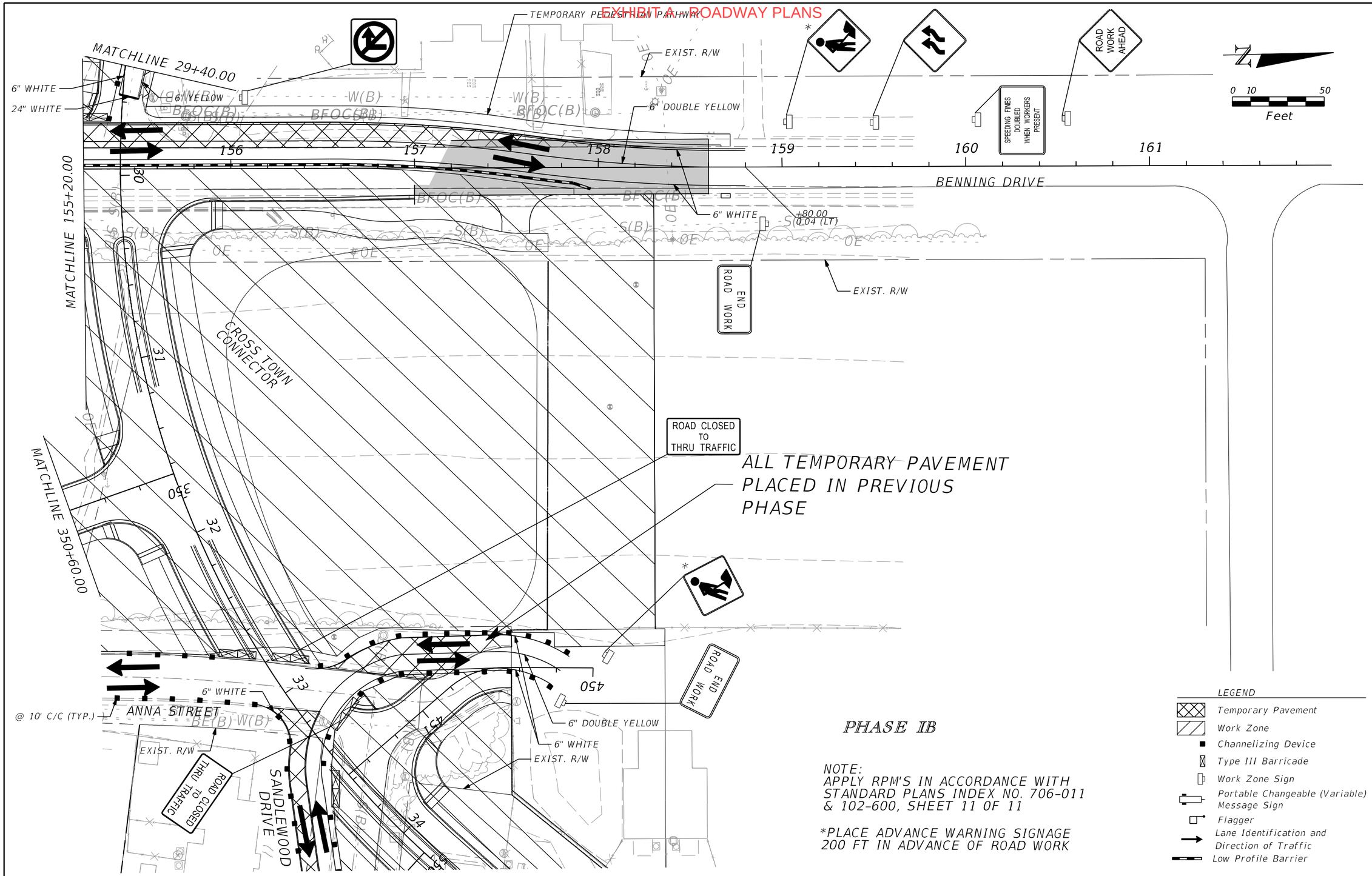
EXHIBIT A - ROADWAY PLANS



PHASE IB

NOTE:
APPLY RPM'S IN ACCORDANCE WITH STANDARD PLANS INDEX NO. 706-011 & 102-600, SHEET 11 OF 11

*PLACE ADVANCE WARNING SIGNAGE 200 FT IN ADVANCE OF ROAD WORK

LEGEND

- Temporary Pavement
- Work Zone
- Channelizing Device
- Type III Barricade
- Work Zone Sign
- Portable Changeable (Variable) Message Sign
- Flagger
- Lane Identification and Direction of Traffic
- Low Profile Barrier

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

EDWIN RAMOS, P.E.
P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN		TEMPORARY TRAFFIC CONTROL PLAN	SHEET NO.
COUNTY	CONSTRUCTION PLANS FOR:		110
OKALOOSA	DESTIN CROSS TOWN CONNECTOR		

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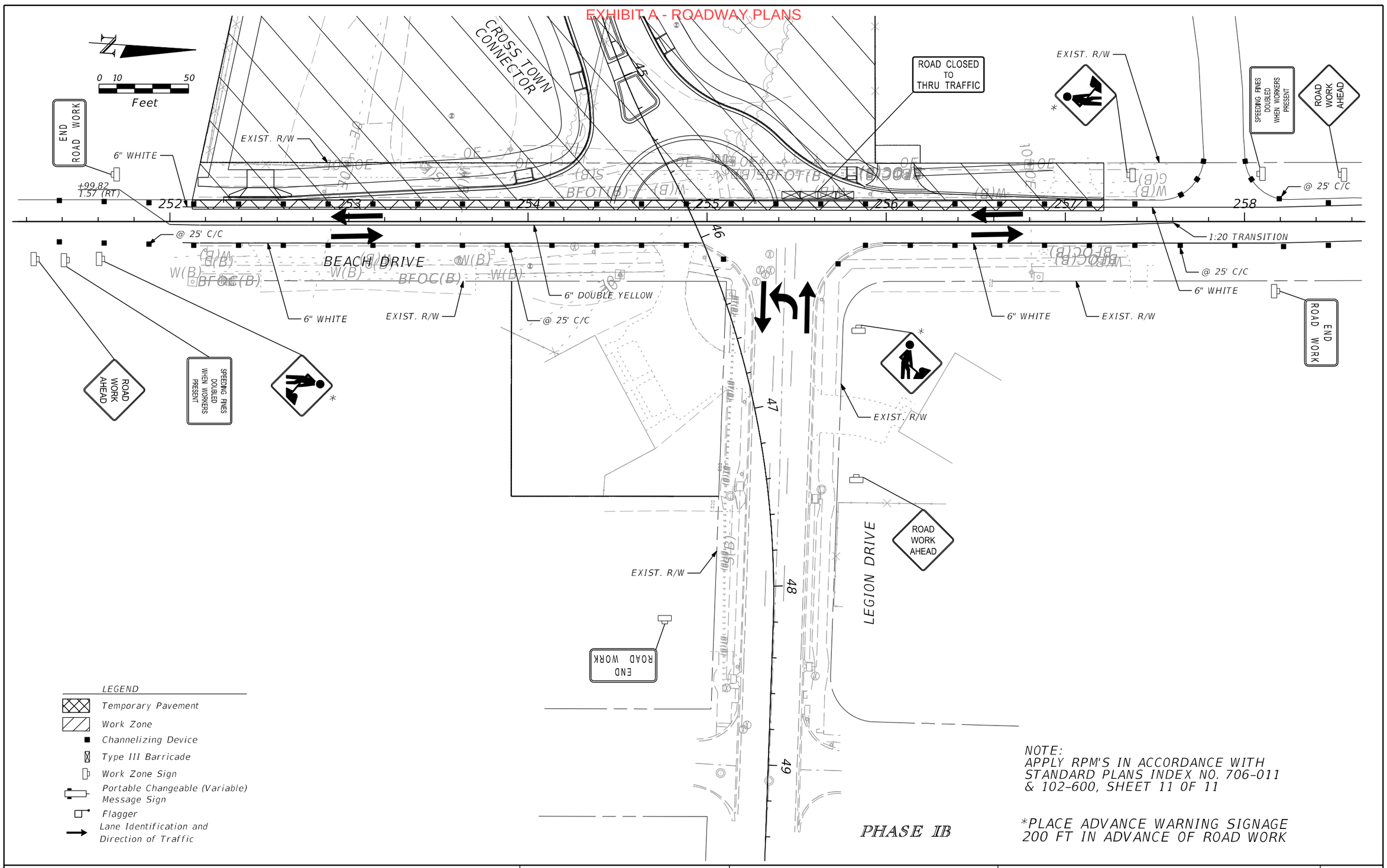
EXHIBIT A - ROADWAY PLANS



LEGEND

- Temporary Pavement
- Work Zone
- Channelizing Device
- Type III Barricade
- Work Zone Sign
- Portable Changeable (Variable) Message Sign
- Flagger
- Lane Identification and Direction of Traffic

NOTE:
APPLY RPM'S IN ACCORDANCE WITH STANDARD PLANS INDEX NO. 706-011 & 102-600, SHEET 11 OF 11

*PLACE ADVANCE WARNING SIGNAGE 200 FT IN ADVANCE OF ROAD WORK

PHASE IB

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

EDWIN RAMOS, P.E.
P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

TEMPORARY TRAFFIC CONTROL PLAN

SHEET NO. 111

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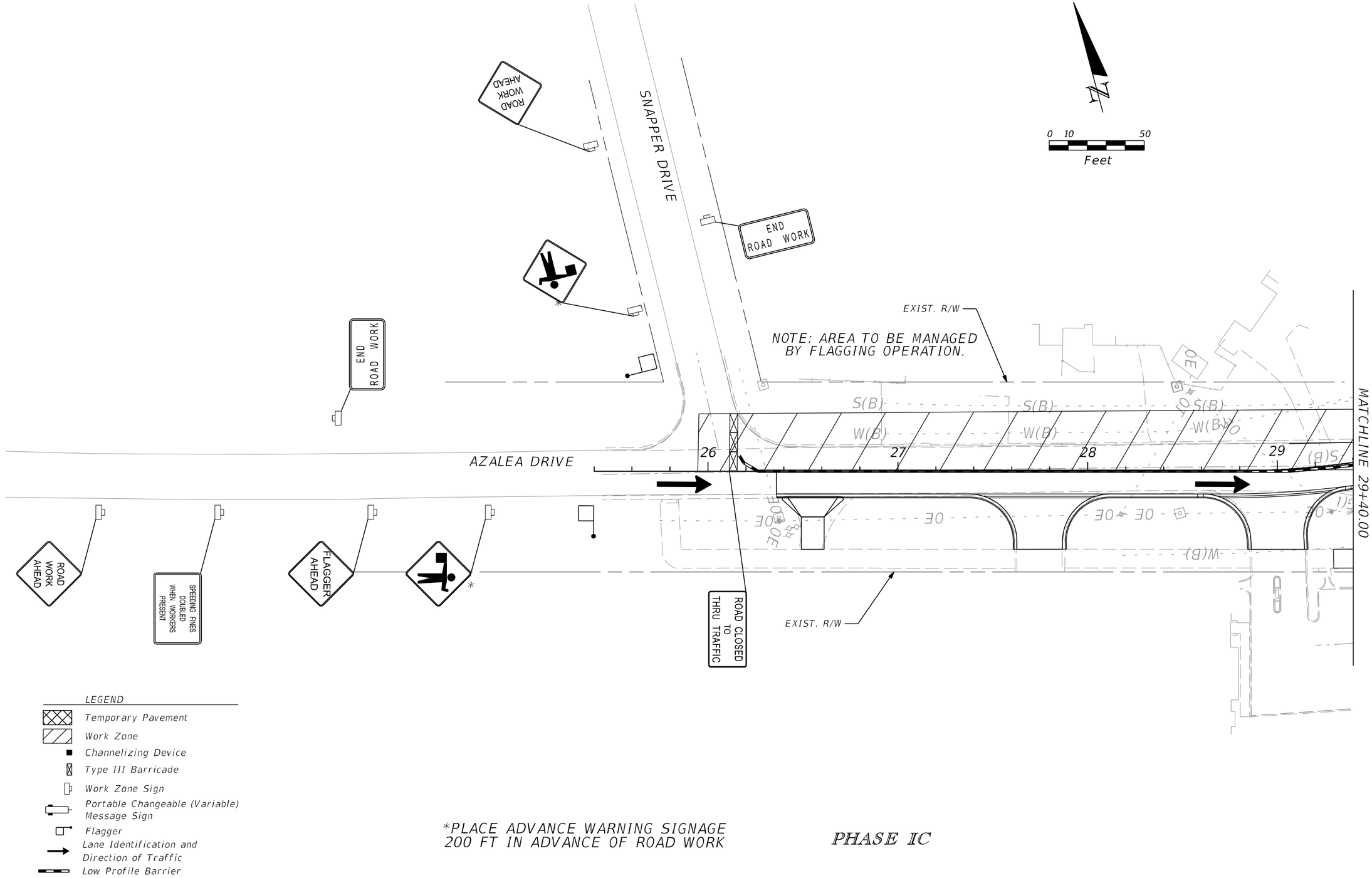
EXHIBIT A - ROADWAY PLANS



*PLACE ADVANCE WARNING SIGNAGE 200 FT IN ADVANCE OF ROAD WORK

PHASE IC

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

EDWIN RAMOS, P.E.
P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

TEMPORARY TRAFFIC CONTROL PLAN

SHEET NO. 112

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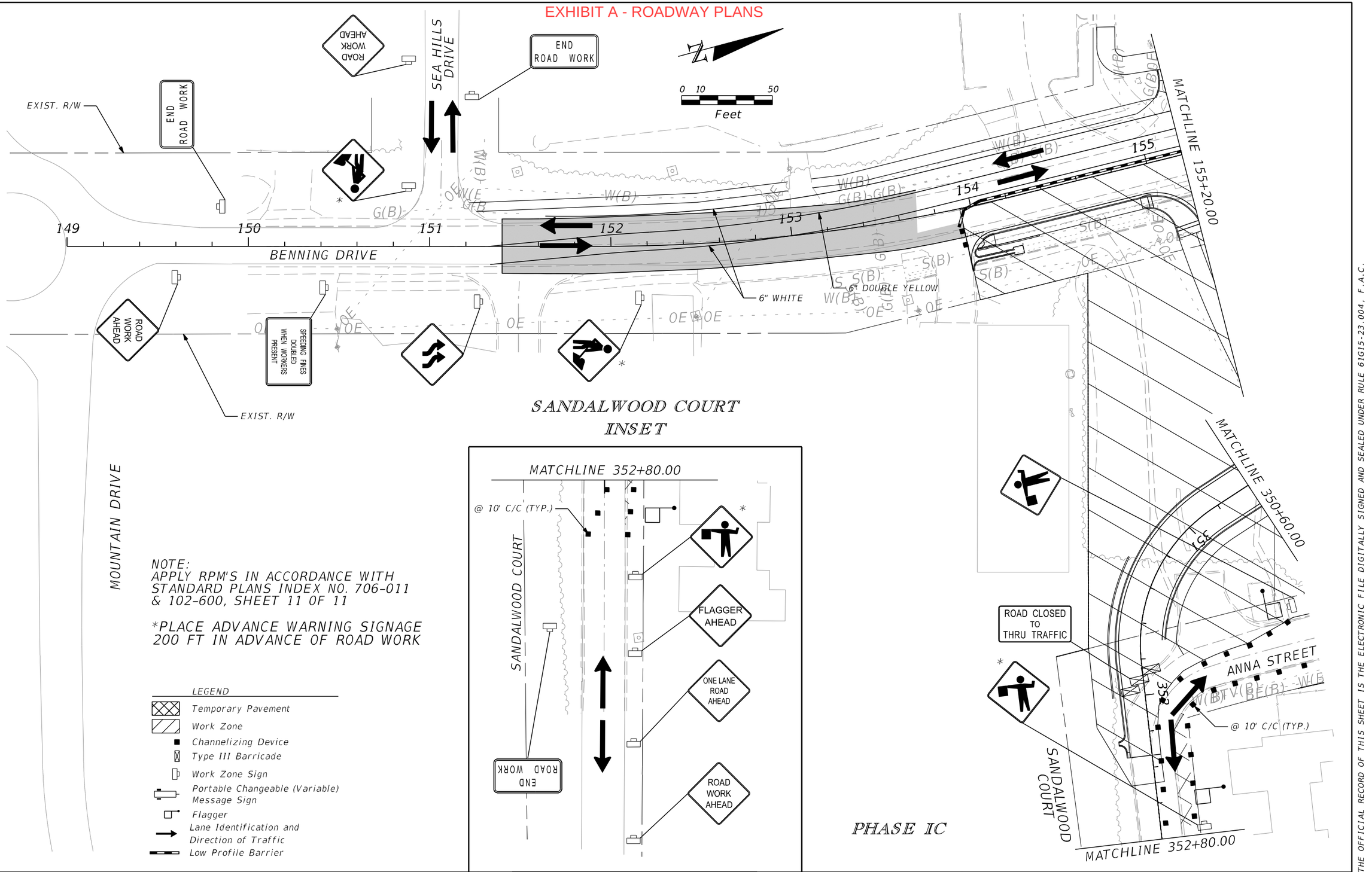
EXHIBIT A - ROADWAY PLANS



SANDALWOOD COURT INSET

NOTE:
APPLY RPM'S IN ACCORDANCE WITH STANDARD PLANS INDEX NO. 706-011 & 102-600, SHEET 11 0F 11

*PLACE ADVANCE WARNING SIGNAGE 200 FT IN ADVANCE OF ROAD WORK

LEGEND

- Temporary Pavement
- Work Zone
- Channelizing Device
- Type III Barricade
- Work Zone Sign
- Portable Changeable (Variable) Message Sign
- Flagger
- Lane Identification and Direction of Traffic
- Low Profile Barrier

PHASE IC

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

EDWIN RAMOS, P.E.
P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

TEMPORARY TRAFFIC CONTROL PLAN

SHEET NO. 113

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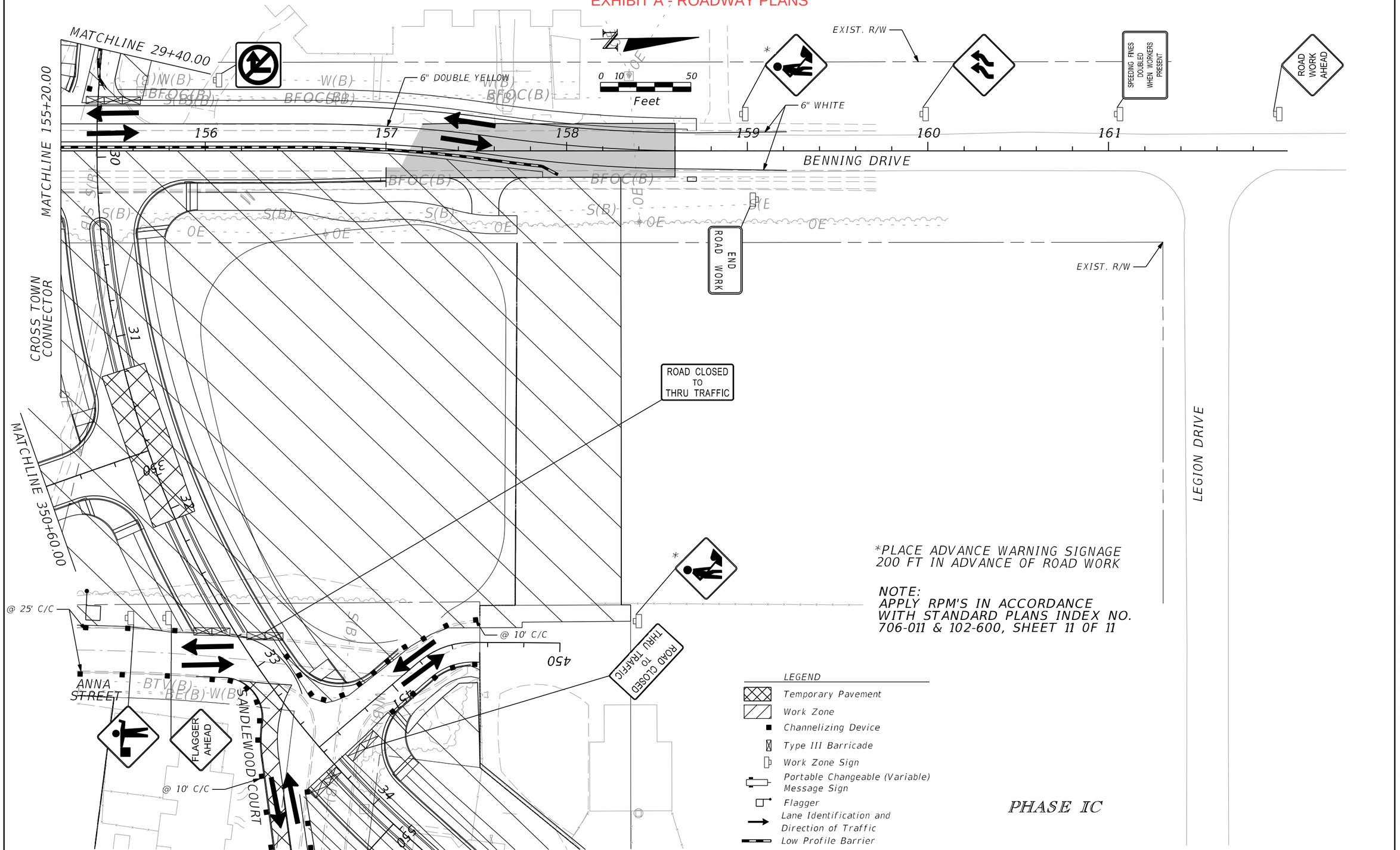
EXHIBIT A - ROADWAY PLANS



*PLACE ADVANCE WARNING SIGNAGE 200 FT IN ADVANCE OF ROAD WORK

NOTE:
APPLY RPM'S IN ACCORDANCE WITH STANDARD PLANS INDEX NO. 706-011 & 102-600, SHEET 11 0F 11

LEGEND

- Temporary Pavement
- Work Zone
- Channelizing Device
- Type III Barricade
- Work Zone Sign
- Portable Changeable (Variable) Message Sign
- Flagger
- Lane Identification and Direction of Traffic
- Low Profile Barrier

PHASE IC

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

EDWIN RAMOS, P.E.
P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

TEMPORARY TRAFFIC CONTROL PLAN

SHEET NO. 114

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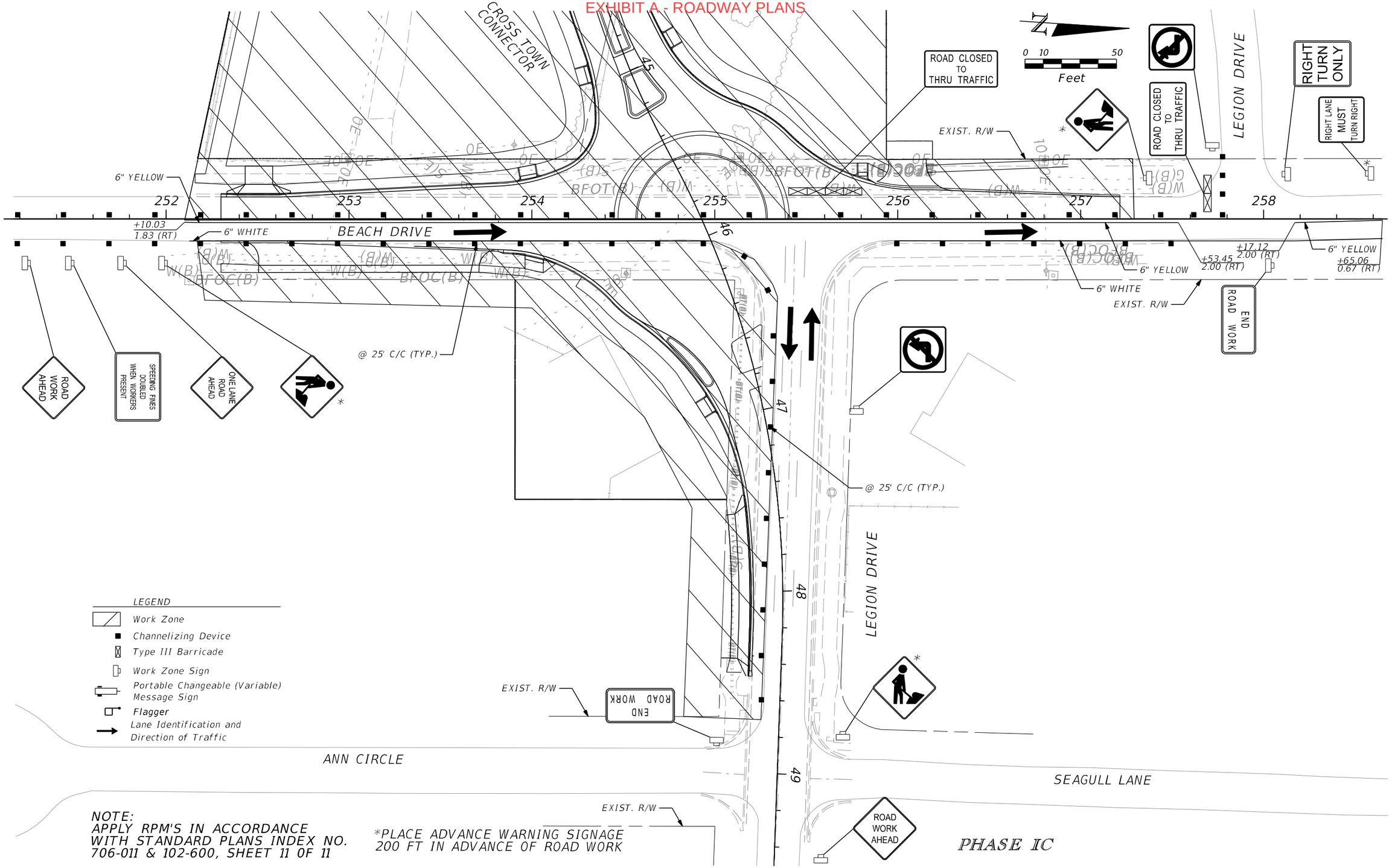
EXHIBIT A - ROADWAY PLANS



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

EDWIN RAMOS, P.E.
P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

TEMPORARY TRAFFIC CONTROL PLAN

SHEET NO. 115

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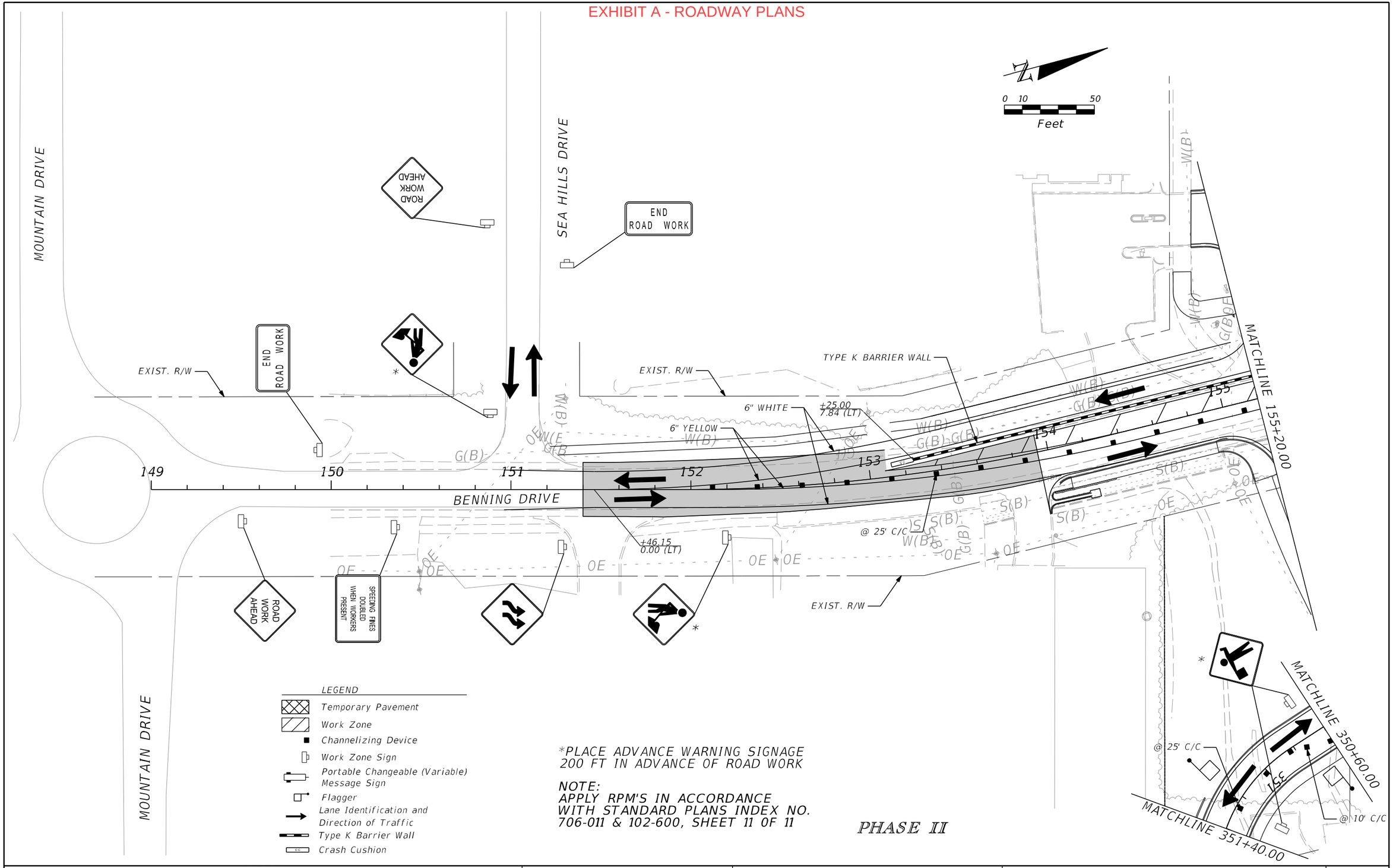
EXHIBIT A - ROADWAY PLANS



*PLACE ADVANCE WARNING SIGNAGE 200 FT IN ADVANCE OF ROAD WORK

NOTE:
APPLY RPM'S IN ACCORDANCE WITH STANDARD PLANS INDEX NO. 706-011 & 102-600, SHEET 11 OF 11

PHASE II

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

EDWIN RAMOS, P.E.
P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

TEMPORARY TRAFFIC CONTROL PLAN

SHEET NO. 116

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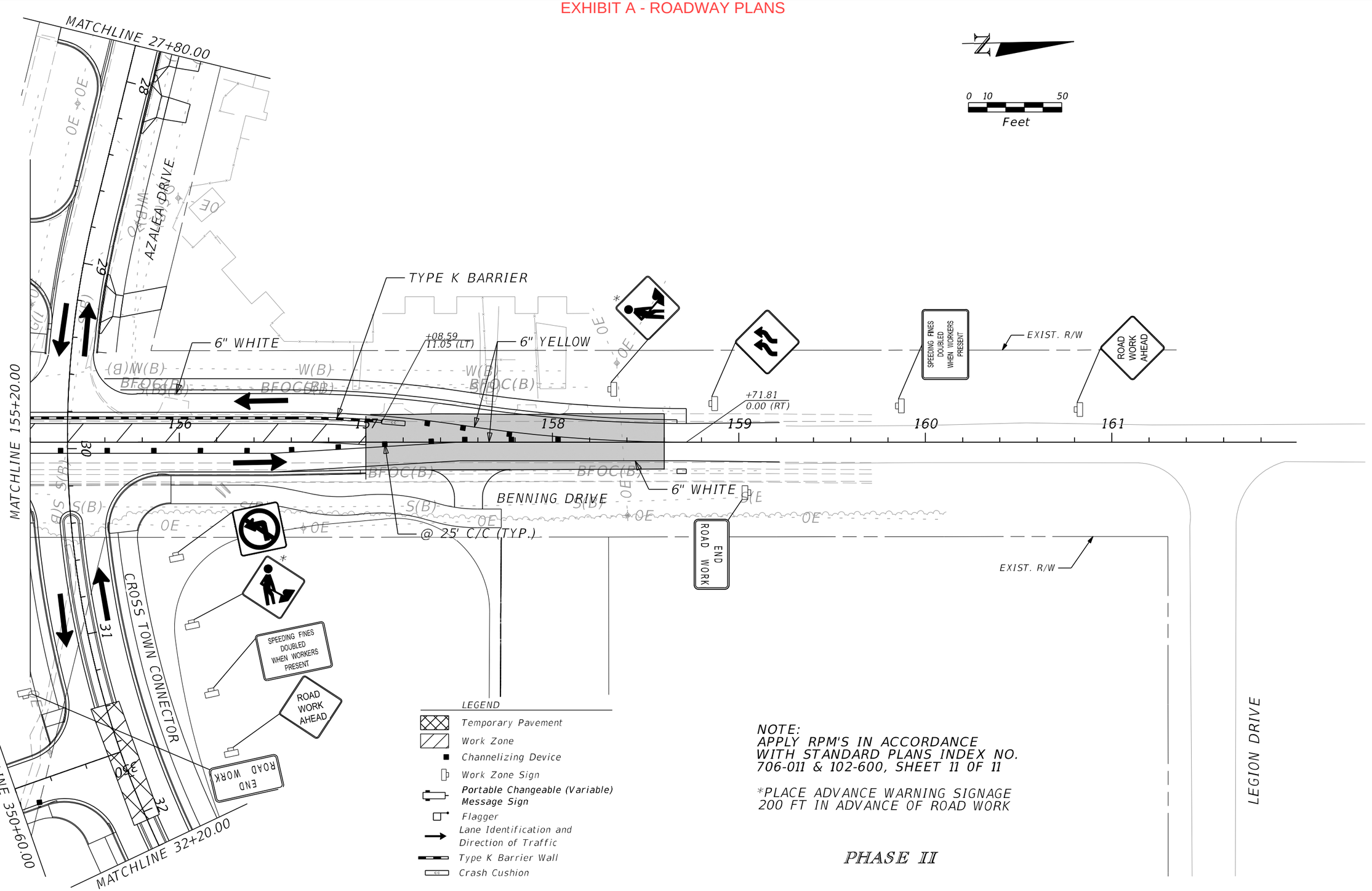
EXHIBIT A - ROADWAY PLANS



LEGEND

- Temporary Pavement
- Work Zone
- Channelizing Device
- Work Zone Sign
- Portable Changeable (Variable) Message Sign
- Flagger
- Lane Identification and Direction of Traffic
- Type K Barrier Wall
- Crash Cushion

NOTE:
APPLY RPM'S IN ACCORDANCE WITH STANDARD PLANS INDEX NO. 706-011 & 102-600, SHEET 11 0F 11

*PLACE ADVANCE WARNING SIGNAGE 200 FT IN ADVANCE 0F ROAD WORK

PHASE II

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

EDWIN RAMOS, P.E.
P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

TEMPORARY TRAFFIC CONTROL PLAN

SHEET NO. 117

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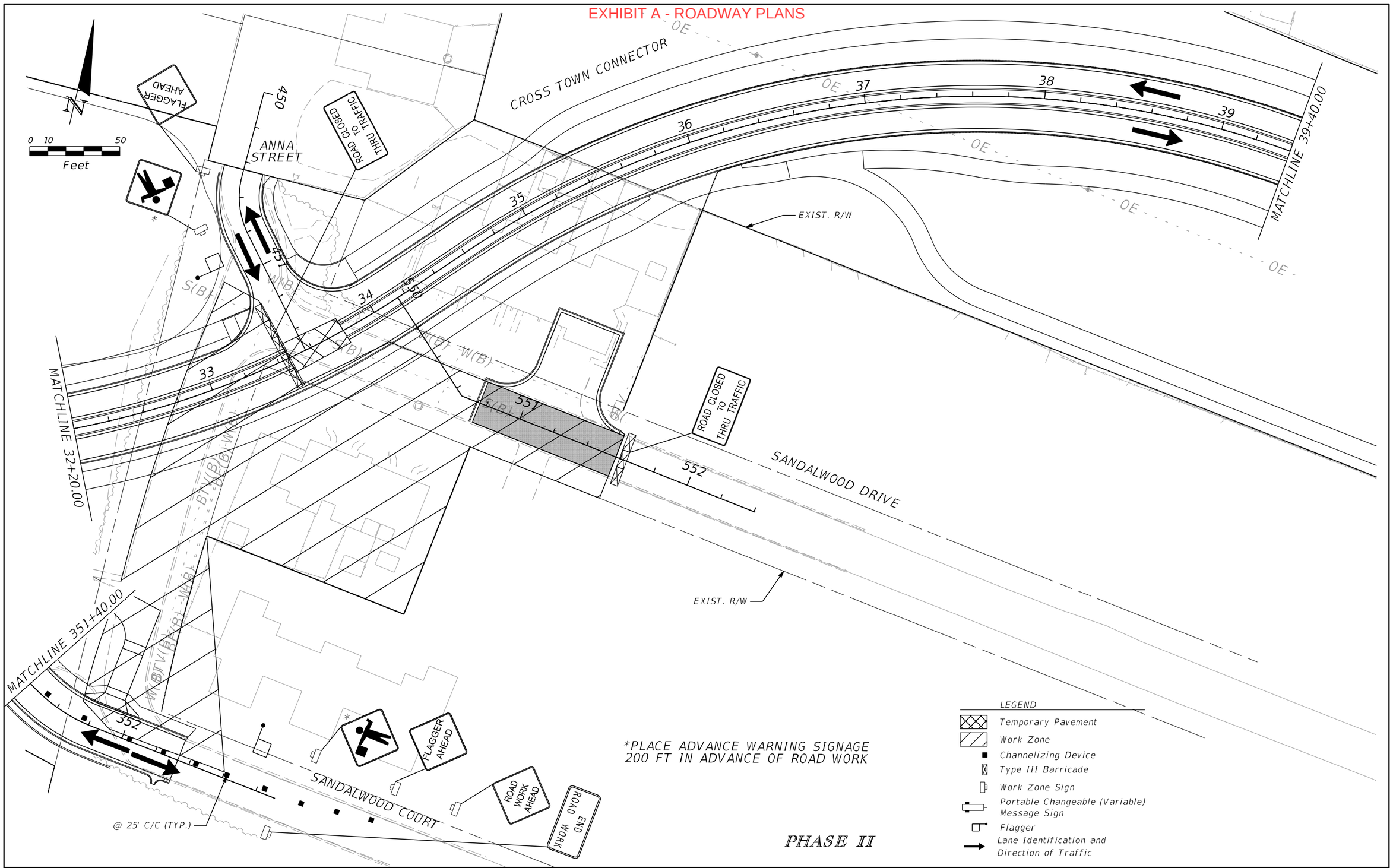
EXHIBIT A - ROADWAY PLANS



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

EDWIN RAMOS, P.E.
P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

TEMPORARY TRAFFIC CONTROL PLAN

SHEET NO. 118

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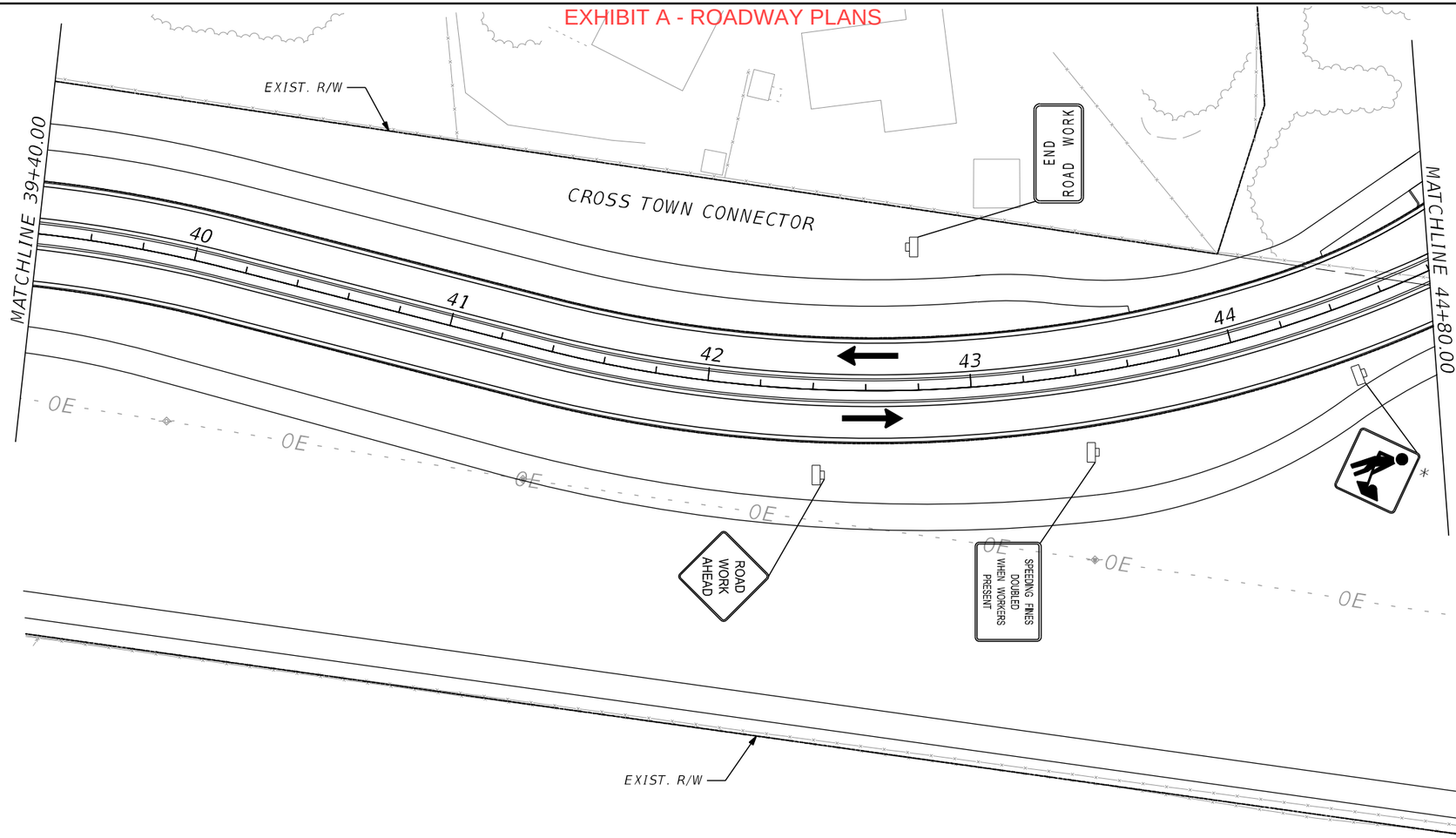
EXHIBIT A - ROADWAY PLANS



LEGEND

- Temporary Pavement
- Work Zone
- Channelizing Device
- Work Zone Sign
- Portable Changeable (Variable) Message Sign
- Flagger
- Lane Identification and Direction of Traffic

*PLACE ADVANCE WARNING SIGNAGE 200 FT IN ADVANCE OF ROAD WORK

PHASE II

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

EDWIN RAMOS, P.E.
P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

TEMPORARY TRAFFIC CONTROL PLAN

SHEET NO. 119

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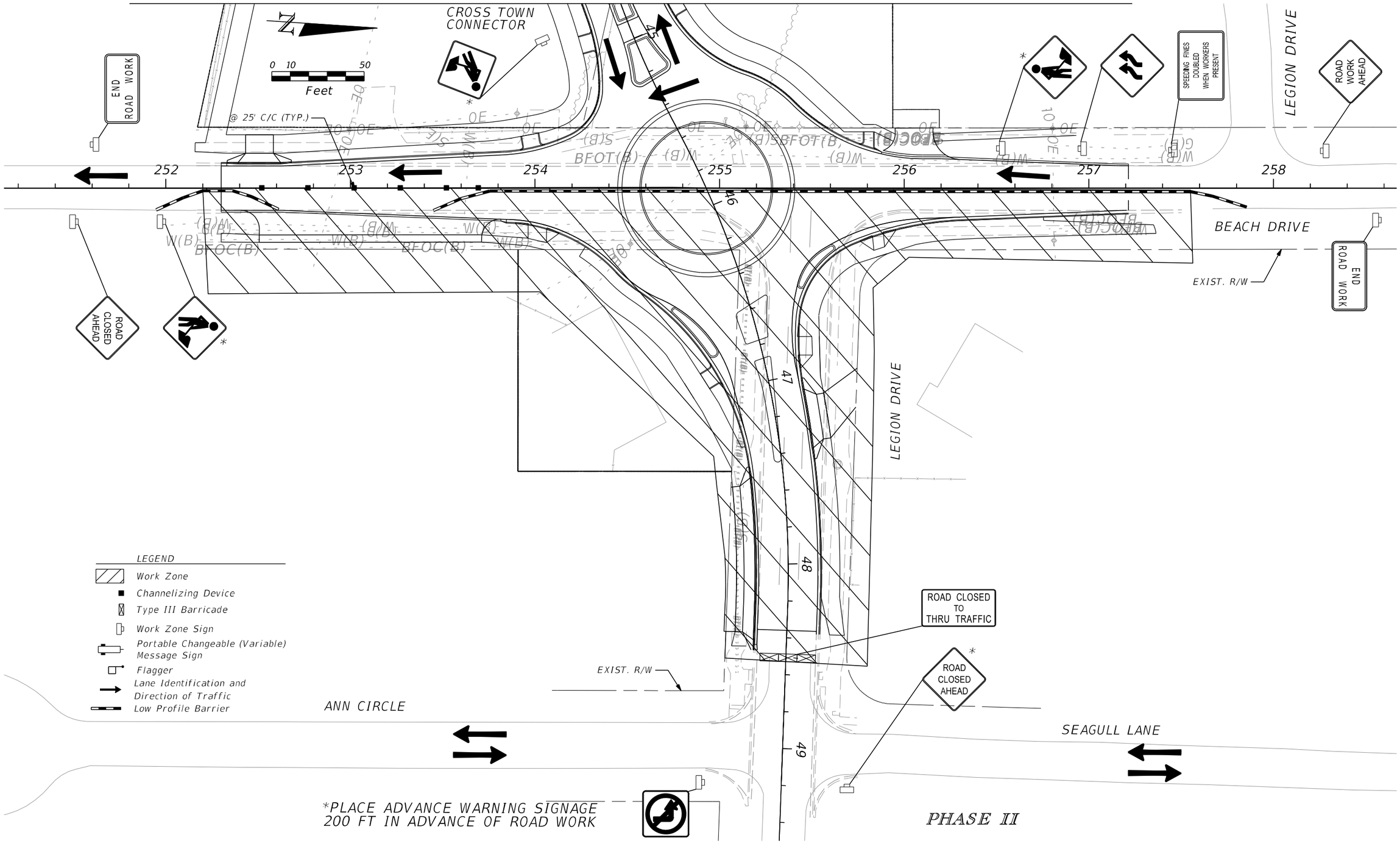
EXHIBIT A - ROADWAY PLANS

MATCHLINE 44+80.00



LEGEND

- Work Zone
- Channelizing Device
- Type III Barricade
- Work Zone Sign
- Portable Changeable (Variable) Message Sign
- Flagger
- Lane Identification and Direction of Traffic
- Low Profile Barrier

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

EDWIN RAMOS, P.E.
P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

TEMPORARY TRAFFIC CONTROL PLAN

SHEET NO. 120

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EXHIBIT A - ROADWAY PLANS

CONST. ROAD CONNECTION
IN PHASES WITH FLAGGER
PER STANDARD PLANS INDEX
102-625 TO FACILITATE
INGRESS/EGRESS TO SIDE ROAD.

*PLACE ADVANCE WARNING SIGNAGE
200 FT IN ADVANCE OF ROAD WORK

*MAINTAIN TRAFFIC WITH
FLAGGING OPERATION

END ROAD WORK

ROAD WORK AHEAD

SPEEDING FINES DOUBLED WHEN WORKERS PRESENT

AZALEA DRIVE

BENNING DRIVE

CROSS TOWN CONNECTOR

EXIST. R/W

@ 25' C/C (TYP.)

0 10 50
Feet

LEGEND
- Temporary Pavement
- Work Zone
- Channelizing Device
- Work Zone Sign
- Portable Changeable (Variable) Message Sign
- Flagger
- Lane Identification and Direction of Traffic

PHASE III

MATCHLINE 32+20.00

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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

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P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

TEMPORARY TRAFFIC CONTROL PLAN

SHEET NO. 121

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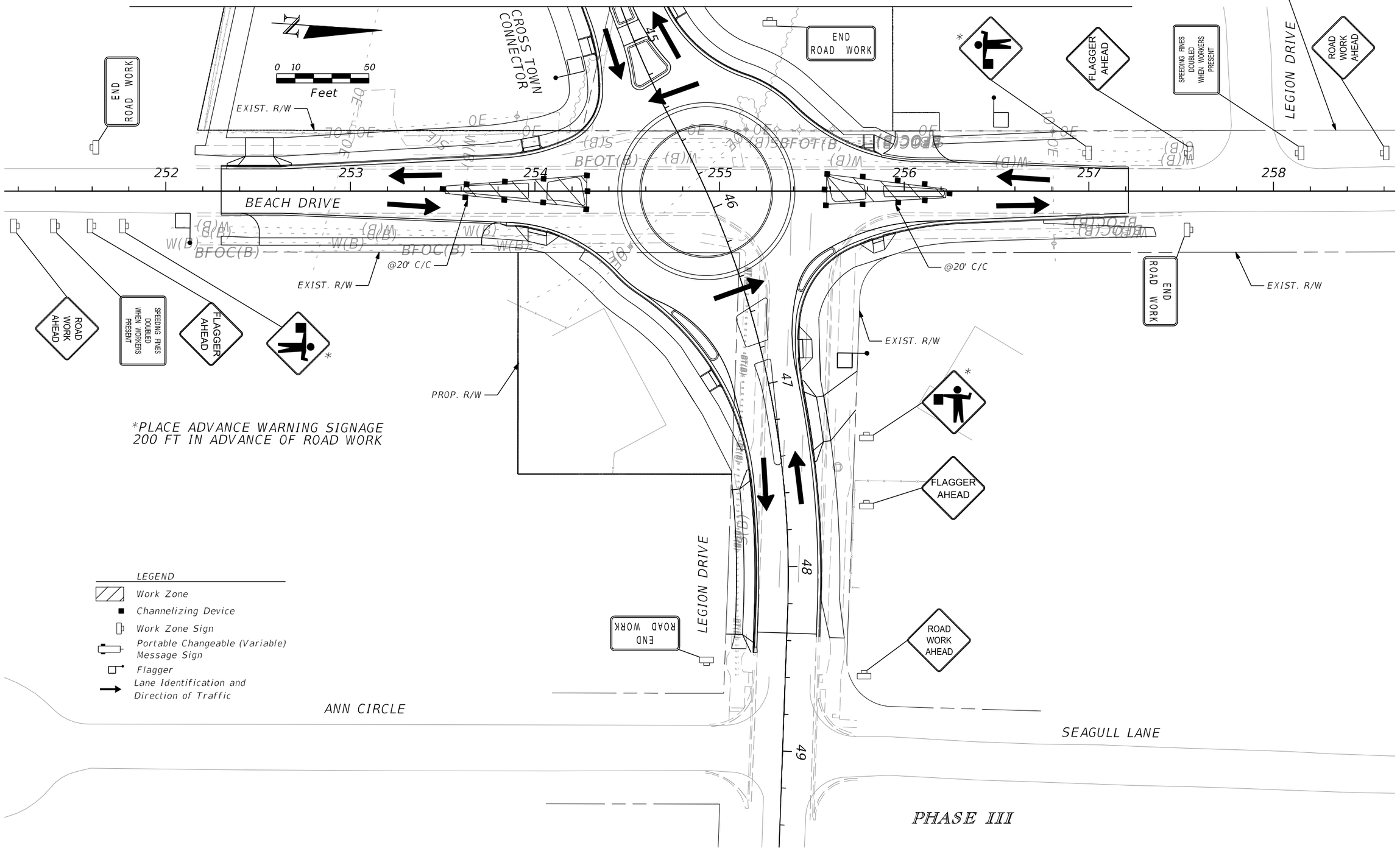
EXHIBIT A - ROADWAY PLANS

MATCHLINE 44+80.00



*PLACE ADVANCE WARNING SIGNAGE
200 FT IN ADVANCE OF ROAD WORK

LEGEND

- Work Zone
- Channelizing Device
- Work Zone Sign
- Portable Changeable (Variable) Message Sign
- Flagger
- Lane Identification and Direction of Traffic

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EDWIN RAMOS, P.E.
P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

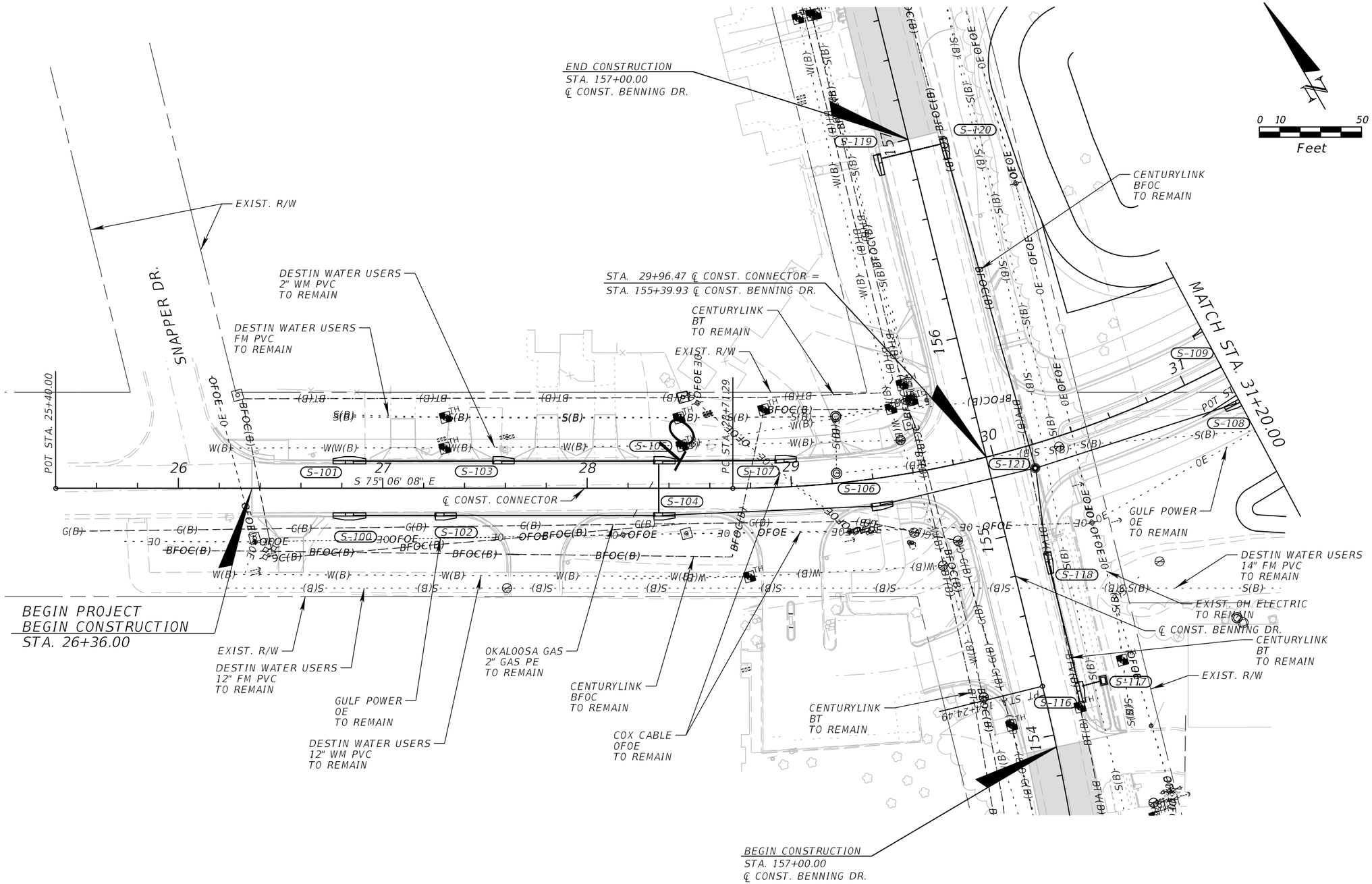
CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

TEMPORARY TRAFFIC CONTROL PLAN

SHEET NO. 122

EXHIBIT A - ROADWAY PLANS



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DATE	DESCRIPTION	DATE	DESCRIPTION

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482 SOUTH KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

UTILITY ADJUSTMENTS (1)

SHEET NO. 123

EXHIBIT A - ROADWAY PLANS

BEGIN CONSTRUCTION
STA. 450+44.42
℄ CONST. ANNA ST.

STA. 33+56.30 ℄ CONST. CONNECTOR =
STA. 451+53.26 ℄ CONST. ANNA ST.

STA. 31+65.69 ℄ CONST. CONNECTOR =
STA. 350+08.00 ℄ CONST. SANDALWOOD CT.

MATCH STA. 31+20.00

END CONSTRUCTION
STA. 352+38.00
℄ CONST. SANDALWOOD CT

BEGIN MILLING & RESURFACING
STA. 550+76.06
℄ CONST. SANDALWOOD DR

END MILLING & RESURFACING
END CONSTRUCTION
STA. 551+70.51
℄ CONST. SANDALWOOD DR

MATCH STA. 38+00.00

℄ CONST. SANDALWOOD CT

℄ CONST. CONNECTOR

DESTIN WATER USERS
6" WM PVC
TO REMAIN

GULF POWER
7.2KV BE
TO REMAIN

GULF POWER
7.2KV OE
TO REMAIN

DESTIN WATER USERS
4" FM PVC
TO REMAIN

DESTIN WATER USERS
6" WM PVC
TO REMAIN

DESTIN WATER USERS
2" WM PVC
TO REMAIN

COX CABLE
BTV
TO REMAIN

DESTIN WATER USERS
FM
TO REMAIN

℄ CONST. SANDALWOOD DR

0 10 50
Feet

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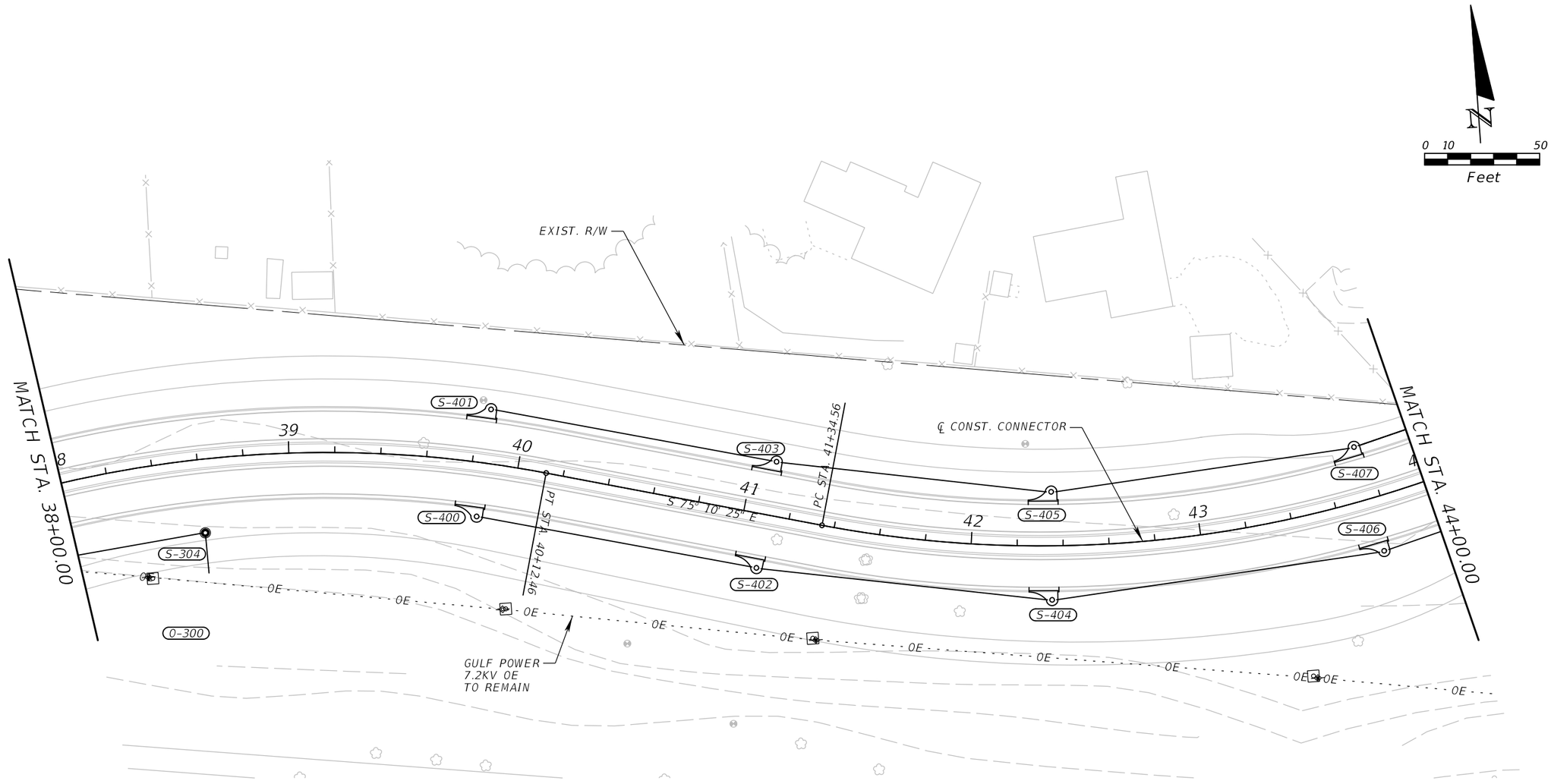
CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

UTILITY ADJUSTMENTS (2)

SHEET NO. 124

EXHIBIT A - ROADWAY PLANS



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

EDWIN J. RAMOS, P.E.
P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

UTILITY ADJUSTMENTS (3)

SHEET NO. 125

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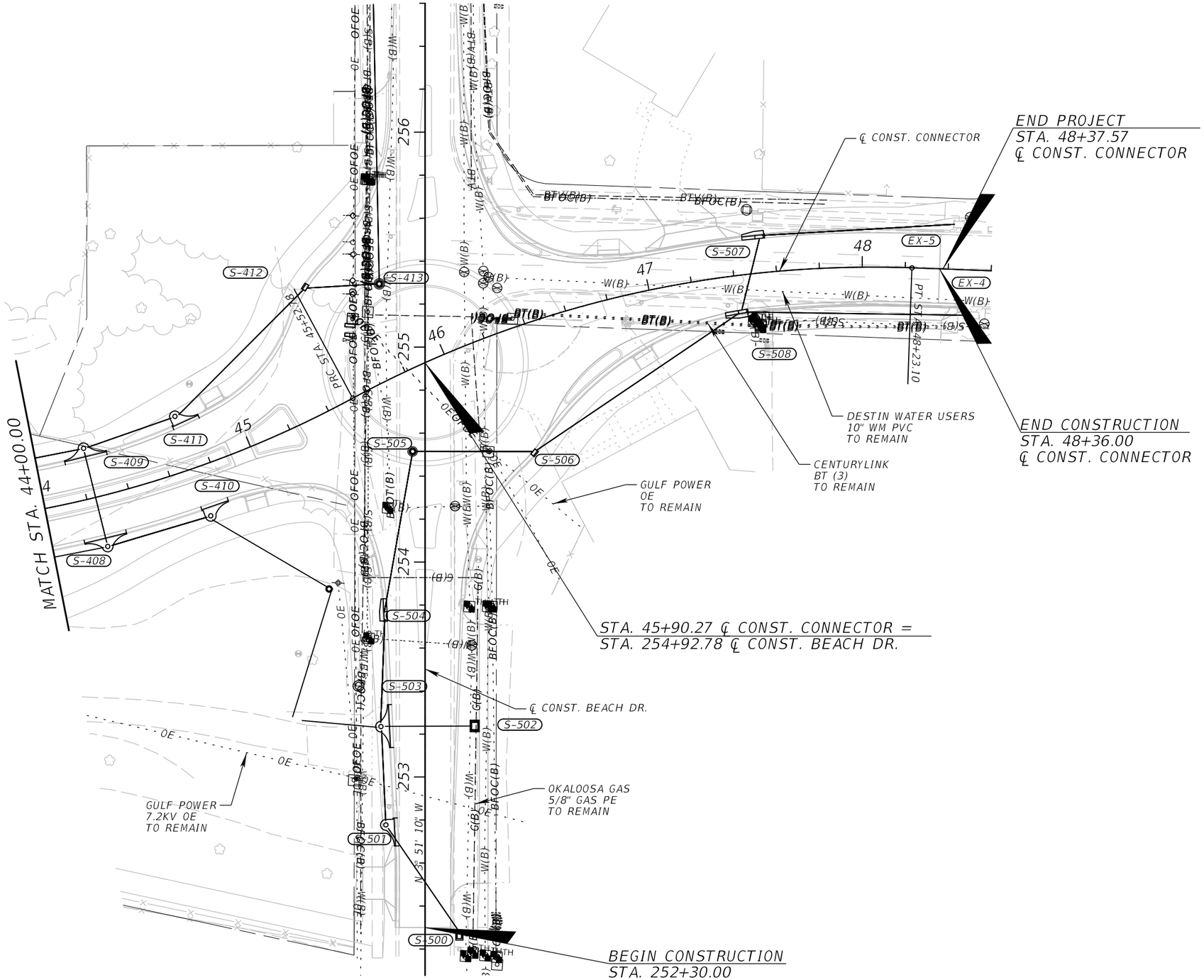
EXHIBIT A - ROADWAY PLANS



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ORLANDO, FL 32810

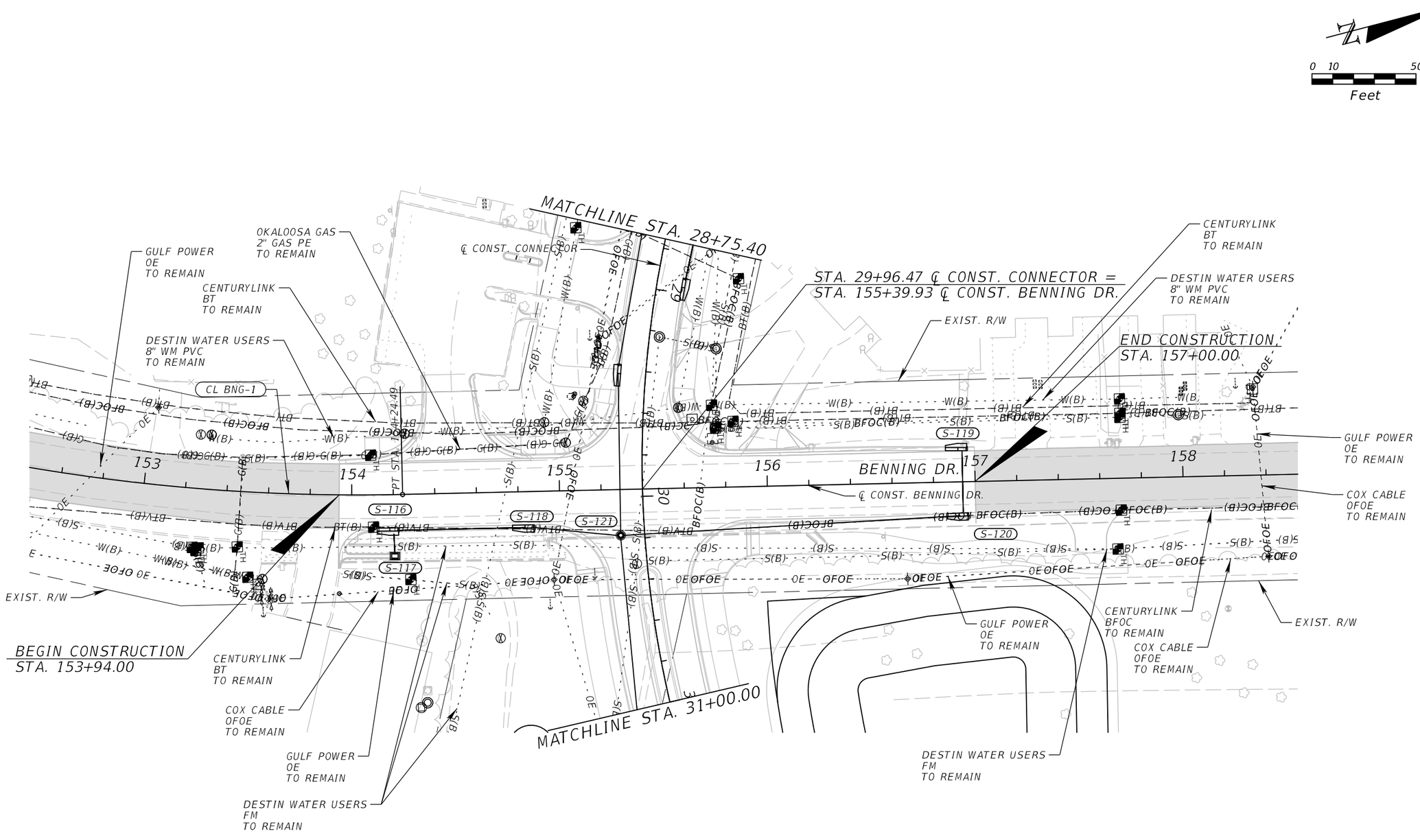
CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

UTILITY ADJUSTMENTS (4)

SHEET NO. 126

EXHIBIT A - ROADWAY PLANS



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DATE	DESCRIPTION	DATE	DESCRIPTION

EDWIN J. RAMOS, P.E.
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ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

UTILITY ADJUSTMENTS (5)

SHEET NO. 127

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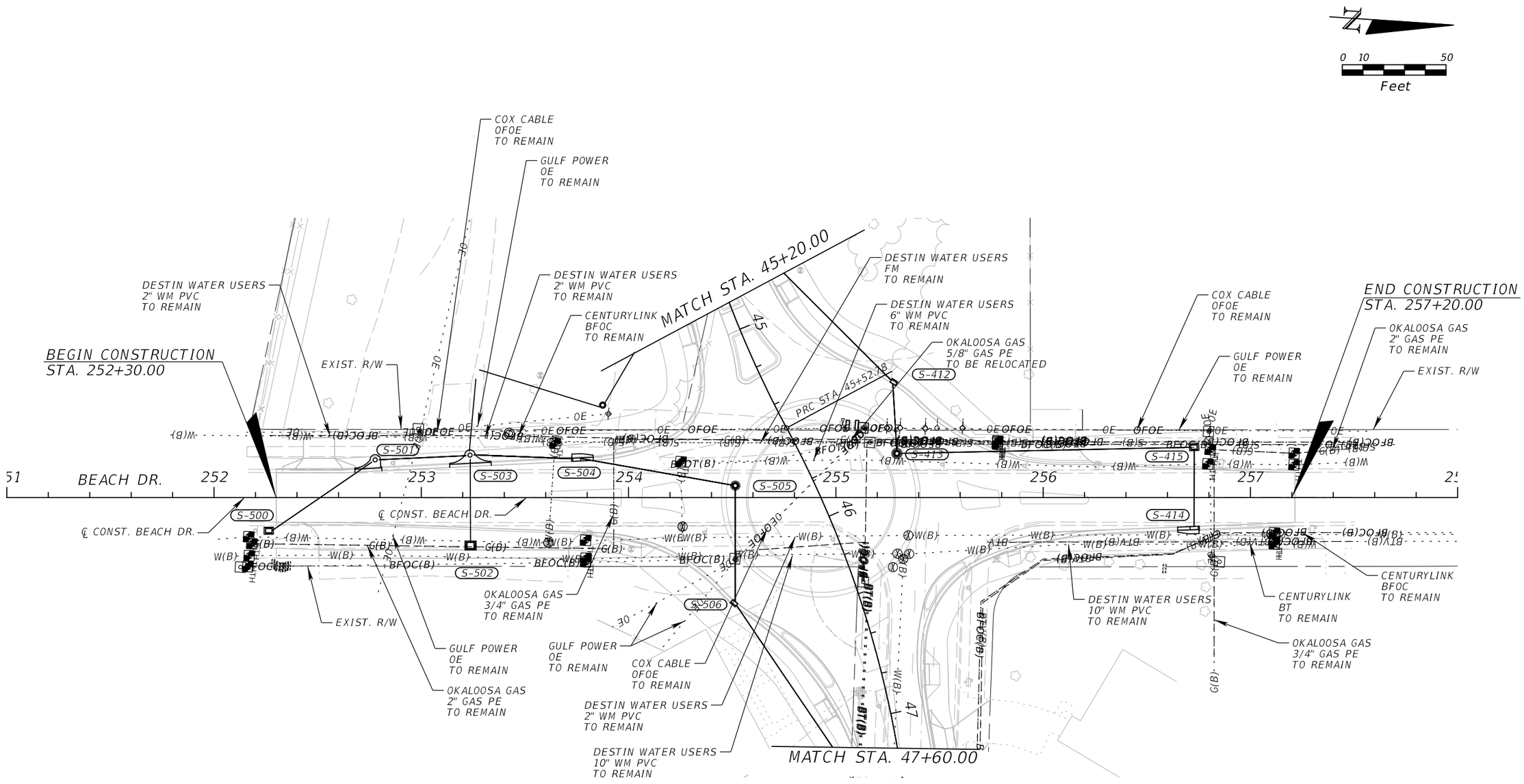
EXHIBIT A - ROADWAY PLANS



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DATE	DESCRIPTION	DATE	DESCRIPTION

EDWIN J. RAMOS, P.E.
P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

UTILITY ADJUSTMENTS (6)

SHEET NO. 128

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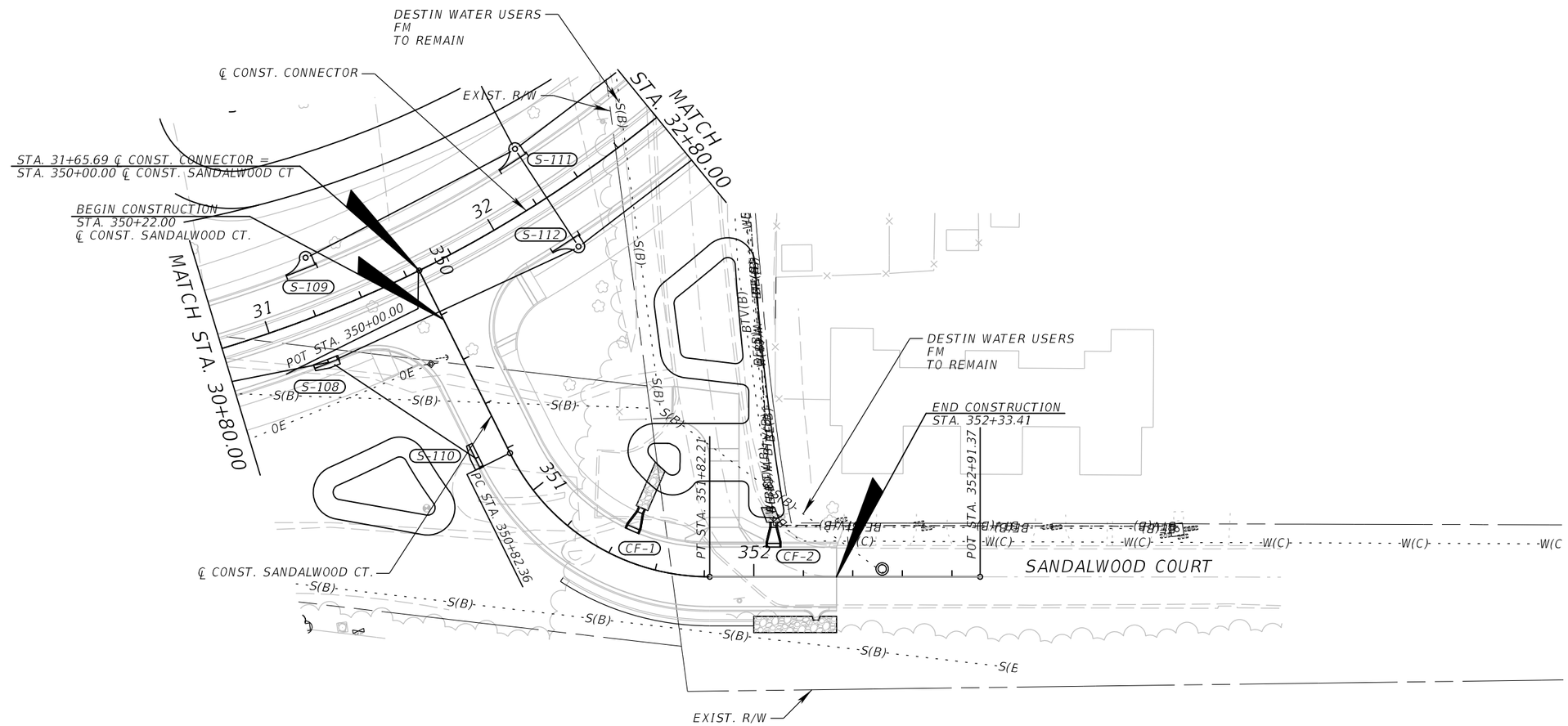
EXHIBIT A - ROADWAY PLANS



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DATE	DESCRIPTION	DATE	DESCRIPTION

EDWIN J. RAMOS, P.E.
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482 SOUTH KELLER ROAD
ORLANDO, FL 32810

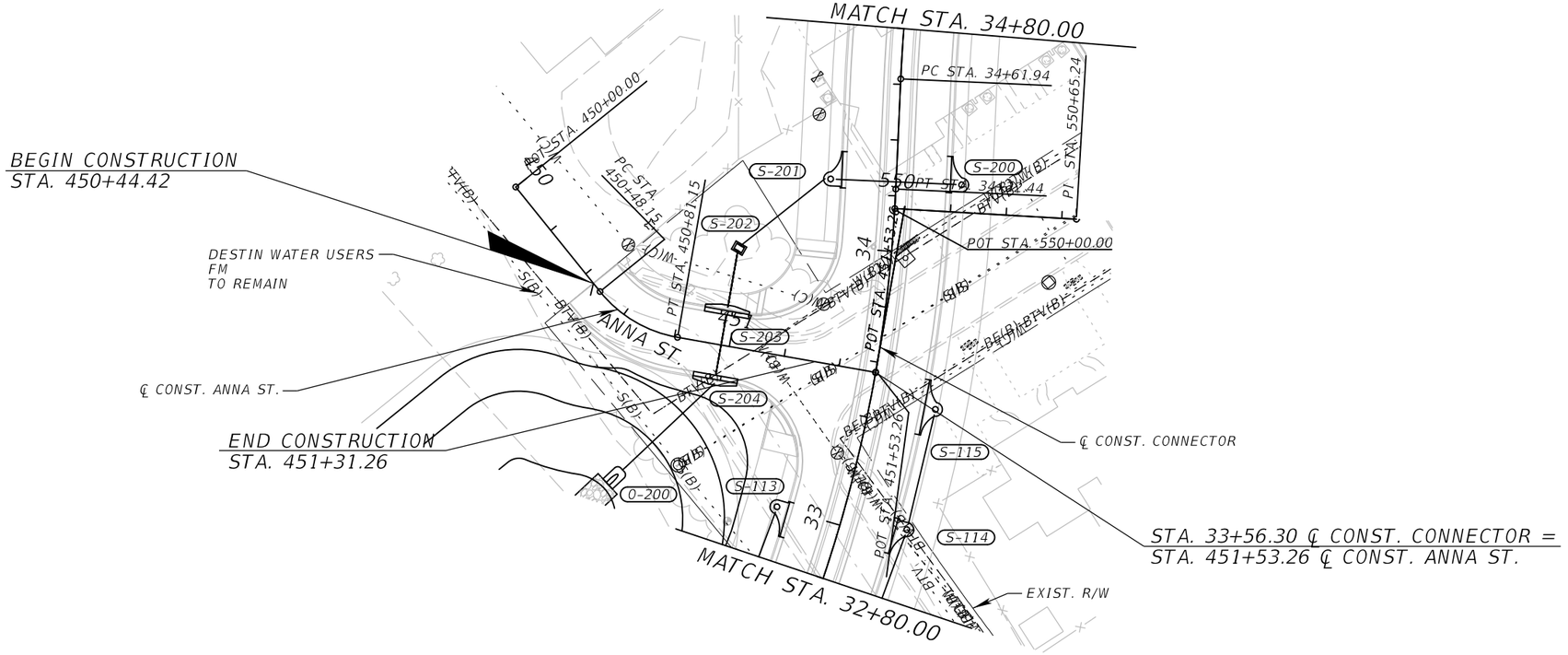
CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

UTILITY ADJUSTMENTS (7)

SHEET NO. 129

EXHIBIT A - ROADWAY PLANS



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

EDWIN J. RAMOS, P.E.
P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

UTILITY ADJUSTMENTS (8)

SHEET NO. 130

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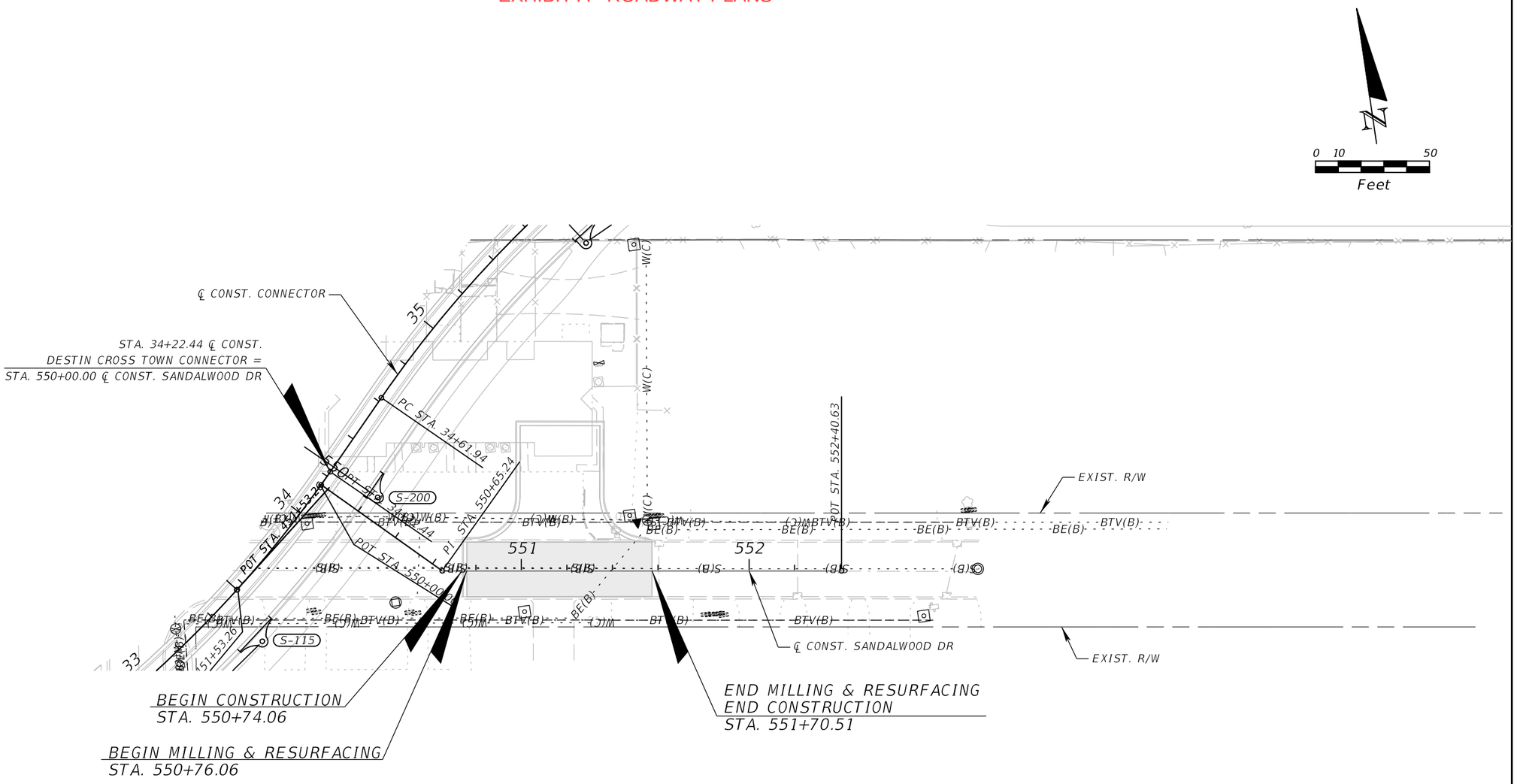
EXHIBIT A - ROADWAY PLANS



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EDWIN J. RAMOS, P.E.
P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

UTILITY ADJUSTMENTS (9)

SHEET NO. 131

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

PAY ITEM NOTES:

0400-0-11 PAY ITEM FOR CONCRETE CLASS NS, GRAVITY WALL INDEX 400-011 TO INCLUDE COST OF FOR CONSTRUCTING GRAVITY WALL CONCRETE GUTTER PER INDEX 430-001.

INDEX OF SUMMARY OF QUANTITIES

SHEET NO.	SHEET DESCRIPTION
SQ-1	PAY ITEM NOTES
	SUMMARY OF LUMP SUM ITEMS
	SUMMARY OF TEMPORARY TRAFFIC CONTROL PLAN ITEMS
SQ-2	SUMMARY OF TEMPORARY TRAFFIC CONTROL PLAN ITEMS
SQ-3	SUMMARY OF SPECIAL DETOURS
	SUMMARY OF TEMPORARY CRASH CUSHIONS
SQ-4	SUMMARY OF EROSION AND SEDIMENT CONTROL DEVICES
SQ-5	SUMMARY OF SIDE DRAIN & MITERED END SECTIONS
	SUMMARY OF MISCELLANEOUS DRAINAGE ITEMS
SQ-6 - SQ-7	SUMMARY OF LITTER REMOVAL AND MOWING
SQ-8 - SQ-9	SUMMARY OF CLEARING AND GRUBBING & REMOVAL ITEMS
SQ-10	SUMMARY OF CLEARING AND GRUBBING & REMOVAL ITEMS
	SUMMARY OF MAILBOXES
	SUMMARY OF EARTHWORK
SQ-11	SUMMARY OF PAVEMENT
SQ-12	SUMMARY OF PAVEMENT
	SUMMARY OF WALLS
	SUMMARY OF RAILING
SQ-13 - SQ-15	SUMMARY OF CURB & GUTTER AND/OR TRAFFIC SEPARATORS
SQ-16 - SQ-17	SUMMARY OF SIDEWALK & DETECTABLE WARNINGS

SUMMARY OF LUMP SUM ITEMS

PAY ITEM NO.	PAY ITEM DESCRIPTION	QUANTITY P	QUANTITY F	DESIGN NOTES	CONSTRUCTION REMARKS
101-1	MOBILIZATION	1			

SUMMARY OF TEMPORARY TRAFFIC CONTROL PLAN ITEMS

PAY ITEM NO.	PAY ITEM DESCRIPTION	UNIT	PHASE IA DURATION DAYS	PHASE IA QUANTITY P	PHASE IA TOTAL P	PHASE IB DURATION DAYS	PHASE IB QUANTITY P	PHASE IB TOTAL P	TOTAL P	TOTAL F	DESIGN NOTES	CONSTRUCTION REMARKS
102-1	MAINTENANCE OF TRAFFIC	LS	60	1	60	95	1	95	155		435 TOTAL DA, INCLUDES 14 DA	
102-60	WORK ZONE SIGN	ED	60	20	1200	95	33	3135	4335			
102-60	WORK ZONE SIGNS DETOUR FOR PHASE	ED				95	29	2755	2755			
102-71-13	TEMPORARY BARRIER, F&I, LOW PROFILE, CONCRETE	LF					412	412	412			
102-71-15	TEMPORARY BARRIER, F&I, ANCHORED	LF										
102-74-1	CHANNELIZING DEVICE-TYPES I,II,DI,VP ,DRUM, OR LCD	ED	60	113	6780	95	155	14725	21505			
102-99	PORTABLE CHANGEABLE MESSAGE SIGN, TEMPORARY	ED	14	4	56				56		14 DAYS ADVANCE OF PROJ.	
102-99	PCMS DETOUR FOR PHASE	ED				95	3	285	285			
102-115	TYPE III BARRICADE	ED					16	16	16			
710-11-101	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 6"	GM		0.415	0.415		0.622	0.622	1.037			
710-11-125	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, FOR STOP LINE OR CROSSWALK, 24"	LF					18	18	18			
710-11-201	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID, 6"	GM		0.552	0.552		0.682	0.682	1.234			

REVISIONS

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482 SOUTH KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

SUMMARY OF QUANTITIES

SHEET NO. 132

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SUMMARY OF TEMPORARY TRAFFIC CONTROL PLAN ITEMS

PAY ITEM NO.	PAY ITEM DESCRIPTION	UNIT	PHASE IC			PHASE II			TOTAL		DESIGN NOTES	CONSTRUCTION REMARKS
			DURATION	QUANTITY	TOTAL	DURATION	QUANTITY	TOTAL				
			DAYS	P	P	DAYS	P	P	P	F		
102-1	MAINTENANCE OF TRAFFIC	LS	100	1	100	90	1	90	190		435 TOTAL DAYS	
102-60	WORK ZONE SIGN	ED	100	44	4400	90	36	3240	7640			
102-60	WORK ZONE SIGNS DETOUR FOR PHASE	ED	100	36	3600	90	37	3330	6930			
102-71-13	TEMPORARY BARRIER, F&I, LOW PROFILE, CONCRETE	LF		776	776				776			
102-71-15	TEMPORARY BARRIER, F&I, ANCHORED	LF					368	368	368			
102-74-1	CHANNELIZING DEVICE-TYPES I,II,DI,VP ,DRUM, OR LCD	ED	100	135	13500	90	50	4500	18000			
102-99	PORTABLE CHANGEABLE MESSAGE SIGN, TEMPORARY	ED										
102-99	PCMS DETOUR FOR PHASE	ED	100	4	400	90	5	450	850			
102-115	TYPE III BARRICADE	ED	100	23	2300	90	12	1080	3380			
710-11-101	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 6"	GM		0.432	0.432		0.371	0	0.803			
710-11-125	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, FOR STOP LINE OR CROSSWALK, 24"	LF		10	10		28	28	38			
710-11-201	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID, 6"	GM		0.407	0.407		0.376	0	0.783			

SUMMARY OF TEMPORARY TRAFFIC CONTROL PLAN ITEMS

PAY ITEM NO.	PAY ITEM DESCRIPTION	UNIT	PHASE III			TOTAL		GRAND TOTAL		DESIGN NOTES	CONSTRUCTION REMARKS
			DURATION	QUANTITY	TOTAL						
			DAYS	P	P	P	F	P	F		
102-1	MAINTENANCE OF TRAFFIC	LS	90	1	90	90		435		435 TOTAL DAYS	
102-60	WORK ZONE SIGN	ED	90	27	2430	2430		14405			
102-60	WORK ZONE SIGNS DETOUR FOR PHASE	ED	90	30	2700	2700		12385			
102-71-13	TEMPORARY BARRIER, F&I, LOW PROFILE, CONCRETE	LF						1188			
102-71-15	TEMPORARY BARRIER, F&I, ANCHORED	LF						368			
102-74-1	CHANNELIZING DEVICE-TYPES I,II,DI,VP ,DRUM, OR LCD	ED	90	44	3960	3960		43465			
102-99	PORTABLE CHANGEABLE MESSAGE SIGN, TEMPORARY	ED						56			
102-99	PCMS DETOUR FOR PHASE	ED	90	5	450	450		1585			
102-115	TYPE III BARRICADE	ED	90	2	180	180		3576			
710-11-101	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 6"	GM		0.429	0.429	0.429		2.269			
710-11-125	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, FOR STOP LINE OR CROSSWALK, 24"	LF						56			
710-11-201	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID, 6"	GM		0.412	0.412	0.412		2.429			

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P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

SUMMARY OF QUANTITIES

SHEET NO. 133

SUMMARY OF SPECIAL DETOURS

TTC PHASE	LOCATION	SIDE	AREA ID	LENGTH	WIDTH	UNITS	SPECIAL DETOUR TEMPORARY PAVEMENT 0102 2200			SPECIAL DETOUR TEMPORARY EARTHWORK/BASE 0102 2300			PEDESTRIAN SPECIAL DETOUR 0102 4			DESIGN NOTES	CONSTRUCTION REMARKS
	STA. TO STA.						P	SY	F	P	CY	F	P	SY	F		
IA	151+60.00 TO 155+20.00	LT	14391			SY	366	2914		10	44						
	155+50.00 TO 158+30.00	LT	14394			SY	305			8							
IA	153+25.00 TO 155+18.00	LT	15547			SY							137	350			
	155+50.00 TO 158+85.00	LT	15549			SY							213				
IB	26+40.00 TO 29+60.00	LT	16947			SY	664			7							
	450+40.00 TO 451+40.00	RT	16948			SY	157			2							
	33+00.00 TO 34+50.00	LT/RT	16954			SY	143			2							
	252+10.00 TO 257+16.00	LT	17046			SY	311			3							
IC	31+20.00 TO 31+10.00	LT/RT	18985			SY	240			3							
	352+00.00 TO 353+00.00	RT	19319			SY	61			1							
II	33+50.00 TO 33+80.00	LT/RT	20799			SY	63			1							
	253+20.00 TO 254+30.00	LT/RT	21979			SY	336			4							
	255+50.00 TO 257+25.00	LT/RT	21980			SY	268			3							

SUMMARY OF TEMPORARY CRASH CUSHIONS

TTC PHASE	STATION	OFFSET (FT)	SIDE	WORK ZONE SPEED (MPH)	TEST LEVEL (TL-2 OR TL-3)	WIDTH OF HAZARD (IN)	LENGTH RESTRICTION (FT)	TEMPORARY CRASH CUSHION 0102 89 1		DESIGN NOTES	CONSTRUCTION REMARKS
								P	F		
II	153+25	11.00	LT	30	TL-2	WORK ZONE	368.00	1			
II	157+09	11.00	LT	30	TL-2	WORK ZONE	368.00	1			
							SUB-TOTAL:	2			
							TOTAL:	2			

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482 SOUTH KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

SUMMARY OF QUANTITIES

SHEET NO. 134

SUMMARY OF EROSION AND SEDIMENT CONTROL DEVICES

LOCATION	SIDE	SEDIMENT BARRIER 0104 10 3		INLET PROTECTION SYSTEM 0104 18		DESIGN NOTES	CONSTRUCTION REMARKS
STA. TO STA.		LF		EA			
		P	F	P	F		
26+12.39 to 26+91.26	LT	78.9					
26+17.15 to 26+49.16	RT	56.7					
26+61.15 to 27+60.69	RT	99.5					
27+16.73 to 27+32.60	LT	15.9					
27+42.49 to 27+75.37	LT	32.9					
27+85.50 to 28+03.62	LT	18.1					
27+88.70 to 28+83.17	RT	95.4					
28+29.65 to 29+05.27	LT	72.7					
29+19.19 to 29+45.53	LT	49.7					
29+28.20 to 29+55.58	RT	51.2					
29+28.59 to 29+75.71	LT	115.7					
29+55.99 to 29+78.22	RT	62.7					
32+28.85 to 32+41.32	RT	32.7					
30+21.82 to 32+60.70	LT	247.1					
32+33.37 to 34+21.99	RT	371.2					
33+26.01 to 33+45.27	RT	40.6					
33+90.80 to 45+97.50	LT	1434.6					
34+32.04 to 34+41.42	RT	16.5					
34+61.76 to 34+79.66	RT	20.3					
34+87.84 to 44+73.32	RT	1091.4					
44+98.39 to 45+05.01	RT	10.7					
45+62.11 to 47+44.50	RT	255.4					
46+06.68 to 46+27.67	LT	77.3					
46+38.11 to 46+48.12	LT	15.2					
46+54.57 to 46+55.13	LT	5.7					
46+54.57 to 47+02.42	LT	212.4					
47+21.42 to 48+39.31	LT	125.7					
48+37.76 to 48+84.78	RT	47.0					
48+64.86 to 49+05.50	RT	40.6					
29+20.28	RT			1		EX-1	
47+42.00	RT			1		EX-2	
47+53.53	LT			1		EX-3	
48+44.24	LT			1		EX-5	
48+52.80	RT			1		EX-4	
551+60.42	LT			1		SANDALWOOD DR, EX-6	
552+21.30	RT			1		SANDALWOOD DR, EX-7	
552+81.14	RT			1		SANDALWOOD DR, EX-9	
552+93.89	LT			1		SANDALWOOD DR, EX-8	
SUB-TOTAL:		4793.8		9			
TOTAL:		4794		9			

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DATE	DESCRIPTION	DATE	DESCRIPTION

NIKKI E. ROWE, P.E.
P.E. LICENSE NUMBER 87498
ATKINS NORTH AMERICA, INC.
482 W. KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

SUMMARY OF QUANTITIES

SHEET NO. 135

SUMMARY OF SIDE DRAIN & MITERED END SECTIONS

LOCATION STA. TO STA.	SIDE	PIPE LENGTH - LF ROUND 18" P	PIPE LENGTH - LF ROUND 18" F	PIPE LENGTH - LF ROUND 24" P	PIPE LENGTH - LF ROUND 24" F	MES - EA ROUND 18" P	MES - EA ROUND 18" F	MES - EA ROUND 24" P	MES - EA ROUND 24" F	DESIGN NOTES	CONSTRUCTION REMARKS
32+29.69 to 32+29.69	LT			40.7				1		O-100	
450+73.02 to 450+73.02	RT	48.9				1				O-200, ANNA	
SUB-TOTAL:		48.9		40.7		1		1			
TOTAL:		49		41		1		1			

SUMMARY OF MISCELLANEOUS DRAINAGE ITEMS

PAY ITEM NO.	PAY ITEM DESCRIPTION	LOCATION STA. TO STA.	SIDE	UNIT	QUANTITY P	QUANTITY F	TOTAL P	TOTAL F	DESIGN NOTES	CONSTRUCTION REMARKS
0530-3-4	RIPRAP, RUBBLE F&I, DITCH LINING	32+24.65 to 32+38.43	LT	TN	12.0		50.9			
		32+66.36 to 32+88.38	LT		12.0					
		351+40.40 to 351+49.44	LT		7.3				SANDALWOOD CT	
		352+03.09 to 352+10.67	LT		2.6				SANDALWOOD CT	
		352+00.00 to 352+33.41	RT		17.0				SANDALWOOD CT	
0530-74	BEDDING STONE	32+24.65 to 32+38.43	LT	TN	4.3		18.3			
		32+66.36 to 32+88.38	LT		4.3					
		351+40.40 to 351+49.44	LT		2.6				SANDALWOOD CT	
		352+03.09 to 352+10.67	LT		0.9				SANDALWOOD CT	
		352+00.00 to 352+33.41	RT		6.1				SANDALWOOD CT	

REVISIONS DATE	DESCRIPTION	DATE	DESCRIPTION

NIKKI E. ROWE, P.E.
P.E. LICENSE NUMBER 87498
ATKINS NORTH AMERICA, INC.
482 W. KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

SUMMARY OF QUANTITIES

SHEET NO. 136

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

EXHIBIT A - ROADWAY PLANS

SUMMARY OF LITTER REMOVAL AND MOWING

CONST. PHASE	LOCATION STA. TO STA.	SIDE	DURATION (DAYS)	FREQUENCY (DAYS)	LITTER REMOVAL 0107 1 AREA ID	L	W	CYCLES	AREA AC/CYCLE	AREA TOTAL (AC) P	AREA TOTAL (AC) F	MOWING 0107 2 AREA ID	L	W	CYCLES	AREA AC/CYCLE	AREA TOTAL (AC) P	AREA TOTAL (AC) F	DESIGN NOTES	CONSTRUCTION REMARKS
IA	151+60.00 TO 155+20.00	LT	60	30		360.0	37.0	2	0.306	0.612					2				BENNING_CL	
	155+60.00 TO 158+70.00	RT	60	30		310.0	38.0	2	0.270	0.541					2				BENNING_CL	
IB	26+15.00 TO 29+70.00	RT	95	30		355.0	39.0	3	0.318	0.954					3				DESTIN_CL	
	26+15.00 TO 29+70.00	LT	95	30		355.0	32.0	3	0.261	0.782					3				DESTIN_CL	
	153+95.00 TO 158+30.00	RT	95	30		435.0	33.0	3	0.330	0.989					3				BENNING_CL	
	155+60.00 TO 158+70.00	LT	95	30		310.0	38.0	3	0.270	0.811					3				BENNING_CL	
	30+47.55 TO 45+53.89	LT	95	30		1506.3	85.0	3	2.939	8.818					3				DESTIN_CL	
	30+47.55 TO 45+53.89	RT	95	30		1506.3	100.0	3	3.458	10.374					3				DESTIN_CL	
	252+12.57 TO 257+21.51	LT	95	30		508.9	19.0	3	0.222	0.666					3				BEACH_BL	
	252+12.57 TO 257+21.51	RT	95	30		508.9	19.5	3	0.228	0.683					3				BEACH_BL	
IC	26+15.00 TO 29+70.00	RT	100	30		355.0	39.0	3	0.318	0.954					3				DESTIN_CL	
	26+15.00 TO 29+70.00	LT	100	30		355.0	32.0	3	0.261	0.782					3				DESTIN_CL	
	153+95.00 TO 158+30.00	RT	100	30		435.0	33.0	3	0.330	0.989					3				BENNING_CL	
	155+60.00 TO 158+70.00	LT	100	30		310.0	38.0	3	0.270	0.811					3				BENNING_CL	
	30+47.55 TO 45+53.89	LT	100	30		1506.3	85.0	3	2.939	8.818					3				DESTIN_CL	
	30+47.55 TO 45+53.89	RT	100	30		1506.3	100.0	3	3.458	10.374					3				DESTIN_CL	
	252+12.57 TO 257+21.51	LT	100	30		508.9	19.0	3	0.222	0.666					3				BEACH_BL	
	252+12.57 TO 257+21.51	RT	100	30		508.9	19.5	3	0.228	0.683					3				BEACH_BL	
	46+60.00 TO 48+70.00	RT	100	30		210.0	20.0	3	0.096	0.289					3				DESTIN_CL	
	46+60.00 TO 48+70.00	LT	100	30		210.0	24.0	3	0.116	0.347					3				DESTIN_CL	
II	26+15.00 TO 29+70.00	RT	90	30		355.0	39.0	3	0.318	0.954					3				DESTIN_CL	
	26+15.00 TO 29+70.00	LT	90	30		355.0	32.0	3	0.261	0.782					3				DESTIN_CL	
	153+95.00 TO 158+30.00	RT	90	30		435.0	33.0	3	0.330	0.989					3				BENNING_CL	
	155+60.00 TO 158+70.00	LT	90	30		310.0	38.0	3	0.270	0.811					3				BENNING_CL	
	30+47.55 TO 45+53.89	LT	90	30		1506.3	85.0	3	2.939	8.818					3				DESTIN_CL	
	30+47.55 TO 45+53.89	RT	90	30		1506.3	100.0	3	3.458	10.374					3				DESTIN_CL	
	30+35.04 TO 44+88.73	LT/RT	90	30		1453.7	9.0	3	0.300	0.901					3				DESTIN_CL	
	252+12.57 TO 257+21.51	LT	90	30		508.9	19.0	3	0.222	0.666					3				BEACH_BL	
	252+12.57 TO 257+21.51	RT	90	30		508.9	19.5	3	0.228	0.683					3				BEACH_BL	
	46+60.00 TO 48+70.00	RT	90	30		210.0	20.0	3	0.096	0.289					3				DESTIN_CL	
	46+60.00 TO 48+70.00	LT	90	30		210.0	24.0	3	0.116	0.347					3				DESTIN_CL	
III	153+95.00 TO 158+30.00	RT	90	30		435.0	33.0	3	0.330	0.989					3				BENNING_CL	
	155+60.00 TO 158+70.00	LT	90	30		310.0	38.0	3	0.270	0.811					3				BENNING_CL	
	252+12.57 TO 257+21.51	LT	90	30		508.9	19.0	3	0.222	0.666					3				BEACH_BL	
	252+12.57 TO 257+21.51	RT	90	30		508.9	19.5	3	0.228	0.683					3				BEACH_BL	
IA	151+60.00 TO 155+20.00	LT	60	30									360.0	37.0	2	0.306	0.612		BENNING_CL	
	155+60.00 TO 158+70.00	RT	60	30									310.0	38.0	2	0.270	0.541		BENNING_CL	
IB	26+15.00 TO 29+70.00	RT	95	30									355.0	39.0	3	0.318	0.954		DESTIN_CL	
	26+15.00 TO 29+70.00	LT	95	30									355.0	32.0	3	0.261	0.782		DESTIN_CL	
	153+95.00 TO 158+30.00	RT	95	30									435.0	33.0	3	0.330	0.989		BENNING_CL	
	155+60.00 TO 158+70.00	LT	95	30									310.0	38.0	3	0.270	0.811		BENNING_CL	
	252+12.57 TO 257+21.51	LT	95	30									508.9	19.0	3	0.222	0.666		BEACH_BL	
	252+12.57 TO 257+21.51	RT	95	30									508.9	19.5	3	0.228	0.683		BEACH_BL	
IC	26+15.00 TO 29+70.00	RT	100	30									355.0	39.0	3	0.318	0.954		DESTIN_CL	
	26+15.00 TO 29+70.00	LT	100	30									355.0	32.0	3	0.261	0.782		DESTIN_CL	
	153+95.00 TO 158+30.00	RT	100	30									435.0	33.0	3	0.330	0.989		BENNING_CL	
	155+60.00 TO 158+70.00	LT	100	30									310.0	38.0	3	0.270	0.811		BENNING_CL	
									SUB-TOTAL:	78.708						SUB-TOTAL:	9.574			
									TOTAL:	78.71						TOTAL:	39.69			

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

EDWIN J. RAMOS, P.E.
P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

SUMMARY OF QUANTITIES

SHEET NO. 137

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

SUMMARY OF LITTER REMOVAL AND MOWING

CONST. PHASE	LOCATION STA. TO STA.	SIDE	DURATION (DAYS)	FREQUENCY (DAYS)	LITTER REMOVAL 0107 1							MOWING 0107 2						DESIGN NOTES	CONSTRUCTION REMARKS
					AREA ID	L	W	CYCLES	AREA AC/CYCLE	TOTAL (AC) P	TOTAL (AC) F	AREA ID	L	W	CYCLES	AREA AC/CYCLE	TOTAL (AC) P	TOTAL (AC) F		
IC	252+12.57 TO 257+21.51	LT	100	30									508.9	19.0	3	0.222	0.666		BEACH_BL	
	252+12.57 TO 257+21.51	RT	100	30									508.9	19.5	3	0.228	0.683		BEACH_BL	
II	26+15.00 TO 29+70.00	RT	90	30									355.0	39.0	3	0.318	0.954		DESTIN_CL	
	26+15.00 TO 29+70.00	LT	90	30									355.0	32.0	3	0.261	0.782		DESTIN_CL	
	153+95.00 TO 158+30.00	RT	90	30									435.0	33.0	3	0.330	0.989		BENNING_CL	
	155+60.00 TO 158+70.00	LT	90	30									310.0	38.0	3	0.270	0.811		BENNING_CL	
	30+47.55 TO 45+53.89	LT	90	30									1506.3	85.0	3	2.939	8.818		DESTIN_CL	
	30+47.55 TO 45+53.89	RT	90	30									1506.3	100.0	3	3.458	10.374		DESTIN_CL	
	30+35.04 TO 44+88.73	LT/RT	90	30									1453.7	9.0	3	0.300	0.901		DESTIN_CL	
	252+12.57 TO 257+21.51	LT	90	30									508.9	19.0	3	0.222	0.666		BEACH_BL	
	252+12.57 TO 257+21.51	RT	90	30									508.9	19.5	3	0.228	0.683		BEACH_BL	
	46+60.00 TO 48+70.00	RT	90	30									210.0	20.0	3	0.096	0.289		DESTIN_CL	
	46+60.00 TO 48+70.00	LT	90	30									210.0	24.0	3	0.116	0.347		DESTIN_CL	
III	153+95.00 TO 158+30.00	RT	90	30									435.0	33.0	3	0.330	0.989		BENNING_CL	
	155+60.00 TO 158+70.00	LT	90	30									310.0	38.0	3	0.270	0.811		BENNING_CL	
	252+12.57 TO 257+21.51	LT	90	30									508.9	19.0	3	0.222	0.666		BEACH_BL	
	252+12.57 TO 257+21.51	RT	90	30									508.9	19.5	3	0.228	0.683		BEACH_BL	
									SUB-TOTAL:							SUB-TOTAL:	30.11			

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS DATE	DESCRIPTION	DATE	DESCRIPTION

EDWIN J. RAMOS, P.E.
P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

SUMMARY OF QUANTITIES

SHEET NO. 138

EXHIBIT A - ROADWAY PLANS

SUMMARY OF CLEARING AND GRUBBING & REMOVAL ITEMS

PAY ITEM NO.	PAY ITEM DESCRIPTION	LOCATION	SIDE	AREA ID	UNITS	SECONDARY UNITS (IF LUMP SUM)	QUANTITY		TOTAL		DESIGN NOTES	CONSTRUCTION REMARKS
		STA. TO STA.				AREA (AC)	P	F	P	F		
110 1 1	CLEARING & GRUBBING	26+17.84 TO 27+03.85	LT	7681	LS	0.017			1		TOTAL AREA = 10.22 AC	
		26+36.00 TO 30+15.91	LT/RT	7642		0.276						
		27+45.48 TO 28+05.19	RT	7676		0.024						
		27+15.97 TO 27+32.52	LT	7680		0.004						
		27+42.52 TO 27+75.68	LT	7682		0.007						
		27+85.47 TO 28+03.69	LT	7683		0.004						
		28+13.81 TO 29+17.13	LT	7684		0.020						
		27+87.94 TO 28+84.13	RT	7685		0.006						
		28+63.23 TO 29+26.22	RT	7677		0.025						
		29+10.81 TO 29+74.46	RT	7688		0.035						
		29+18.41 TO 29+80.48	LT	7686		0.046						
		29+38.80 TO 29+79.99	LT	7687		0.009						
		29+75.91 TO 30+22.62	LT	7565		0.080						
		29+54.02 TO 29+84.02	RT	7691		0.039						
		29+53.88 TO 29+68.75	RT	7689		0.003						
		29+71.63 TO 29+82.69	RT	7690		0.005						
		29+82.57 TO 30+22.92	RT	7556		0.075						
		30+12.31 TO 30+26.50	RT	7692		0.026						
		30+17.42 TO 30+90.59	LT/RT	7780		0.157						
		30+15.65 TO 30+32.02	LT/RT	7693		0.003						
		30+39.87 TO 33+71.24	LT/RT	7662		1.580						
		31+88.81 TO 32+30.48	RT	7665		0.024						
		32+09.05 TO 32+40.36	RT	7666		0.020						
		32+29.69 TO 33+00.22	RT	7781		0.046						
		32+00.97 TO 32+83.16	RT	7667		0.093						
		32+56.27 TO 34+30.00	LT/RT	7809		0.174						
		32+41.93 TO 33+62.08	LT/RT	7808		0.073						
		32+84.44 TO 34+10.98	LT/RT	12663		0.050						
		33+62.17 TO 34+72.49	LT/RT	7830		0.085						
		33+82.39 TO 35+94.43	LT/RT	7848		0.457						
		34+11.82 TO 34+82.79	RT	7782		0.046						
		34+65.16 TO 34+82.00	RT	7864		0.004						
		35+01.11 TO 45+31.44	LT/RT	7663		5.037						
		44+04.20 TO 45+99.67	LT/RT	7673		0.276						
		44+69.04 TO 44+95.30	RT	8025		0.016						
		44+77.26 TO 44+99.68	RT	8018		0.011						
		44+85.47 TO 48+36.00	LT/RT	8049		0.451						
		45+09.07 TO 45+29.99	RT	7883		0.007						
		44+96.83 TO 45+24.87	RT	7877		0.013						
		45+26.39 TO 45+74.59	LT/RT	7934		0.004						
		45+37.71 TO 46+14.30	LT/RT	7925		0.057						
		46+09.33 TO 46+47.08	LT	8003		0.039						
		46+35.81 TO 46+72.08	LT	7969		0.024						
		46+42.77 TO 47+02.79	LT	7977		0.036						
		46+44.90 TO 46+99.70	LT	7919		0.005						
		46+34.76 TO 46+68.83	LT	7903		0.002						
		46+02.91 TO 46+22.19	LT/RT	7896		0.004						
		45+59.81 TO 47+55.79	LT/RT	7675		0.024						
		45+76.22 TO 47+46.54	LT/RT	7674		0.323						
		45+49.20 TO 46+04.84	RT	7890		0.023						
		45+08.77 TO 45+64.48	RT	8041		0.022						
		44+99.18 TO 45+13.91	RT	8032		0.007						

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS

DATE	DESCRIPTION	DATE	DESCRIPTION

EDWIN J. RAMOS, P.E.
P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

SUMMARY OF QUANTITIES

SHEET NO. 139

SUMMARY OF CLEARING AND GRUBBING & REMOVAL ITEMS

PAY ITEM NO.	PAY ITEM DESCRIPTION	LOCATION	SIDE	AREA ID	UNITS	SECONDARY UNITS (IF LUMP SUM)	QUANTITY		TOTAL		DESIGN NOTES	CONSTRUCTION REMARKS
		STA. TO STA.				AREA (AC)	P	F	P	F		
110 1 1	CLEARING & GRUBBING	47+19.58 TO 48+37.67	LT	7992	LS	0.012						
		47+21.19 TO 48+37.57	LT	7986		0.008						
		48+37.71 TO 48+45.41	RT	7957		0.001						
		48+37.27 TO 48+47.14	RT	7962		0.001						
		32+11.83 TO 32+54.99	RT	7668		0.019						
		32+73.23 TO 34+05.64	LT/RT	7664		0.278						
		46+88.03 TO 47+56.37	RT	7909		0.007						
0110 4 10	REMOVAL OF EXISTING CONCRETE	26+41.78 TO 26+76.81	RT	4191	SY		57.5		2400		DRIVEWAY	
		27+02.86 TO 27+16.70	LT	4190			26.6				DRIVEWAY	
		27+32.00 TO 27+44.03	LT	4173			22.4				DRIVEWAY	
		27+75.35 TO 27+86.02	LT	4179			23.5				DRIVEWAY	
		28+03.64 TO 28+14.15	LT	4185			24.0				DRIVEWAY	
		29+04.43 TO 29+28.55	LT	4197			37.5				DRIVEWAY	
		29+38.80 TO 29+80.33	LT	4290			49.1				DRIVEWAY	
		44+75.72 TO 45+16.05	RT	4332			122.4				DRIVEWAY	
		45+12.51 TO 45+44.93	RT	4457			71.4				DRIVEWAY	
		45+97.65 TO 46+23.05	LT	4510			60.1				DRIVEWAY	
		46+94.38 TO 47+23.22	LT	4301			38.5				DRIVEWAY	
		47+51.87 TO 48+42.18	RT	4310			159.7				DRIVEWAY	
		46+65.41 TO 46+93.62	LT/RT	4540			28.8				DRIVEWAY	
		45+93.28 TO 46+14.93	RT	4532			28.1				DRIVEWAY	
		45+05.58 TO 45+58.83	RT	4526			171.8				DRIVEWAY	
		26+17.01 TO 29+80.65	LT	4995			60.2				CURB & GUTTER	
		26+36.15 TO 27+62.69	RT	4629			26.8				CURB & GUTTER	
		27+86.46 TO 28+84.96	RT	4641			19.1				CURB & GUTTER	
		29+11.08 TO 29+26.47	RT	4652			3.8				CURB & GUTTER	
		29+53.96 TO 29+82.73	RT	4706			6.1				CURB & GUTTER	
		30+22.32 TO 30+30.09	LT	5044			0.7				CURB & GUTTER	
		30+16.68 TO 30+32.55	LT/RT	5054			11.4				CURB & GUTTER	
		30+20.48 TO 30+27.05	RT	5094			9.2				CURB & GUTTER	
		31+81.06 TO 32+33.73	RT	5128			21.1				CURB & GUTTER	
		32+28.87 TO 32+43.64	RT	5118			10.4				CURB & GUTTER	
		32+42.94 TO 34+11.82	LT/RT	5140			34.4				CURB & GUTTER	
		32+26.47 TO 33+59.38	LT/RT	5155			30.2				CURB & GUTTER	
		33+61.20 TO 34+83.65	LT/RT	5169			29.8				CURB & GUTTER	
		34+64.66 TO 34+83.61	RT	5260			2.0				CURB & GUTTER	
		44+84.51 TO 46+48.16	LT/RT	5185			84.6				CURB & GUTTER	
		45+00.65 TO 45+04.54	RT	5205			2.0				CURB & GUTTER	
		45+04.38 TO 46+03.95	RT	5199			44.8				CURB & GUTTER	
		46+34.10 TO 48+37.54	LT	5232			55.7				CURB & GUTTER	
		46+35.73 TO 46+65.41	LT	5224			21.4				CURB & GUTTER	
		46+02.60 TO 48+47.14	LT/RT	5211			55.2				CURB & GUTTER	
		47+19.58 TO 48+37.57	LT	4594			108.5				SIDEWALK	
		48+37.27 TO 48+45.41	RT	4587			7.0				SIDEWALK	
		46+85.72 TO 47+56.37	RT	4569			59.6				SIDEWALK	
		46+10.68 TO 46+68.83	LT/RT	4562			52.2				SIDEWALK	
		46+37.34 TO 47+01.96	LT	4599			149.8				SIDEWALK	
		45+54.12 TO 46+09.87	RT	4555			56.9				SIDEWALK	
		45+05.81 TO 45+17.28	RT	4404			16.5				SIDEWALK	
		44+74.17 TO 44+97.65	RT	4410			45.2				SIDEWALK	
		45+04.44 TO 45+27.43	RT	4417			30.9				SIDEWALK	

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS

DATE	DESCRIPTION	DATE	DESCRIPTION

EDWIN J. RAMOS, P.E.
P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

SUMMARY OF QUANTITIES

SHEET NO. 140

EXHIBIT A - ROADWAY PLANS

SUMMARY OF CLEARING AND GRUBBING & REMOVAL ITEMS

PAY ITEM NO.	PAY ITEM DESCRIPTION	LOCATION	SIDE	AREA ID	UNITS	SECONDARY UNITS (IF LUMP SUM)	QUANTITY		TOTAL		DESIGN NOTES	CONSTRUCTION REMARKS
		STA. TO STA.				AREA (AC)	P	F	P	F		
0110 4 10	REMOVAL OF EXISTING CONCRETE	45+33.02 TO 46+02.04	LT/RT	4427	SY		87.8				SIDEWALK	
		46+06.56 TO 46+30.51	LT	4435			32.4				SIDEWALK	
		34+88.51 TO 35+23.90	RT	4610			13.2				SIDEWALK	
		34+71.19 TO 34+91.68	RT	4620			7.0				SIDEWALK	
		33+65.44 TO 34+05.94	LT	4394			65.5				SIDEWALK	
		30+09.32 TO 30+28.32	LT/RT	4381			131.9				SIDEWALK	
		29+36.05 TO 29+79.90	RT	4372			56.4				SIDEWALK	
		29+24.03 TO 29+49.17	RT	4344			25.3				SIDEWALK	
		29+55.46 TO 29+82.27	RT	5106			3.8				CURB & GUTTER	

SUMMARY OF MAILBOXES

STATION	SIDE	QUANTITY (EA) 0110 7 1		DESIGN NOTES	CONSTRUCTION REMARKS
		P	F		
27+20.67	LT	1		DESTIN_CL	
27+48.79	LT	1		DESTIN_CL	
27+71.87	LT	1		DESTIN_CL	
28+00.86	LT	1		DESTIN_CL	
29+07.89	LT	1		DESTIN_CL	
47+01.81	LT	1		DESTIN_CL	
156+18.77	LT	1		BENNING_CL	
253+78.70	RT	1		BEACH_BL	
256+24.22	LT	1		BEACH_BL	
450+84.51	LT	1		ANNA_CL	
551+45.68	LT	1		SAWODR_CL	
SUB-TOTAL:		11			
TOTAL:		11			

SUMMARY OF EARTHWORK

PAY ITEM NO.	PAY ITEM DESCRIPTION	CY		DESIGN NOTES	CONSTRUCTION REMARKS
		P	F		
0120 1	REGULAR EXCAVATION	6366.00		DESTIN_CL	
		876.00		BENNING_CL	
		645.00		BEACH_BL	
		97.00		ANNA_CL	
		194.00		SAWOCT_CL	
		119.00		SAWODR_CL	
		1481.00		POND CROSS SECTIONS	
	TOTAL EXCAVATION	9778.00			
0120 6	EMBANKMENT	4118.00		DESTIN_CL	
		252.00		BENNING_CL	
		283.00		BEACH_BL	
		33.00		ANNA_CL	
		565.00		SAWOCT_CL	
		3.00		SAWODR_CL	
		29.00		POND CROSS SECTIONS	
	TOTAL EMBANKMENT	5283.00			

REVISIONS

DATE	DESCRIPTION	DATE	DESCRIPTION

EDWIN J. RAMOS, P.E.
P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

SUMMARY OF QUANTITIES

SHEET NO. 141

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

EXHIBIT A - ROADWAY PLANS

SUMMARY OF PAVEMENT

PAY ITEM NO.	PAY ITEM DESCRIPTION	LOCATION		SIDE	AREA ID	LENGTH	WIDTH	UNIT	QUANTITY		TOTAL		DESIGN NOTES	CONSTRUCTION REMARKS
		STA. TO STA.	DESCRIPTION						P	F	P	F		
0160 4	Type B Stabilization	26+16.95 to 29+46.41		LT/RT	15362			SY	995.0		13378			
		27+37.69 to 28+11.69		RT	5892				109.7					
		28+60.84 to 29+30.59		RT	5883				120.3					
		29+46.24 to 30+61.95		LT/RT	15471				539.4					
		29+46.84 to 30+25.50		RT	15655				656.9					
		29+69.25 to 30+32.15		LT	18129				564.2					
		30+61.91 to 45+75.04		LT/RT	18478				3025.7					
		30+61.93 to 45+60.31		LT	17830				2877.7					
		31+94.54 to 31+94.54		RT	18330				710.6					
		33+10.98 to 34+01.62		LT	18413				301.8					
		34+11.65 to 35+18.44		RT	5785				267.6					
		44+84.07 to 46+20.44		RT	17547				798.1					
		45+31.42 to 48+47.14		LT/RT	18428				1705.2					
		45+63.98 to 46+65.85		LT	5811				705.3					
285706	Optional Base, Base Group 06	26+36.00 to 29+96.57		LT/RT	14085			SY	1030.2		10314			
		27+37.69 to 28+11.69		RT	14117				107.3					
		28+60.84 to 29+34.29		RT	14124				119.3					
		29+46.84 to 29+83.03		RT	14231				133.3					
		29+70.34 to 30+31.49		LT	14133				497.1					
		29+74.81 to 30+24.37		RT	14215				461.3					
		29+96.38 to 45+66.62		RT	14151				2187.3					
		29+96.47 to 45+44.99		LT	14187				2141.8					
		31+41.30 to 32+43.31		RT	14242				597.6					
		33+27.06 to 33+85.54		LT	14259				242.0					
		34+33.08 to 35+15.16		RT	14278				217.8					
		44+85.56 to 46+13.93		RT	14367				620.6					
		45+25.26 to 46+55.32		LT/RT	14285				670.6					
		46+29.09 to 46+49.74		RT	14409				3.4					
		45+69.87 to 46+64.24		LT	14294				548.8					
		46+40.71 to 46+47.09		LT	14420				17.3					
		46+54.47 to 47+06.91		LT	14414				9.5					
		46+76.61 to 47+29.39		RT	14404				13.2					
		46+10.67 to 48+36.00		RT	14330				695.6					
0327 70 6	Milling Exist Asph Pavt, 1 1/2" Avg Depth	550+76.05 to 551+57.38		LT/RT	6665			SY	217.0		1601			
		151+40.00 to 153+94.00		LT/RT	10419				854.9					
		157+00.00 to 158+60.00		LT/RT	10520				529.0					
0334 1 12	Superpave Asphaltic Conc, Traffic B	26+36.00 to 29+96.57		LT/RT	13500			TN	84.99		850.9			
		27+37.69 to 28+11.69		RT	13246				8.86					
		28+60.84 to 29+34.29		RT	13253				9.84					
		29+46.84 to 29+83.03		RT	13426				11.00					
		29+70.34 to 30+31.49		LT	13654				41.01					
		29+74.81 to 30+24.37		RT	13672				38.06					
		29+96.38 to 45+66.62		RT	13560				180.45					
		29+96.47 to 45+44.99		LT	13532				176.70					
		31+41.30 to 32+43.31		RT	13688				49.30					
		33+27.06 to 33+85.54		LT	13705				19.97					
		34+33.08 to 35+15.16		RT	13305				17.96					
		44+85.56 to 46+13.93		RT	13733				51.20					
		45+25.26 to 46+38.72		RT	13724				55.32					
		46+29.09 to 46+49.74		RT	13357				0.28					
		45+69.87 to 46+64.24		LT	13770				45.28					
		46+40.71 to 46+47.09		LT	13340				1.43					
		46+54.47 to 47+06.91		LT	13346				0.79					
		46+76.61 to 47+29.39		RT	13352				1.09					
		46+10.67 to 48+36.00		RT	13456				57.39					

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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

EDWIN J. RAMOS, P.E.
P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

SUMMARY OF QUANTITIES

SHEET NO. 142

SUMMARY OF PAVEMENT

PAY ITEM NO.	PAY ITEM DESCRIPTION	LOCATION		SIDE	AREA ID	LENGTH	WIDTH	UNIT	QUANTITY		TOTAL		DESIGN NOTES	CONSTRUCTION REMARKS
		STA. TO STA.	DESCRIPTION						P	F	P	F		
0337 7 81	Asphalt Concrete Friction Course, Traffic B, FC-12.5, PG 76-22 (CONT'D)	26+36.00 to 29+96.57		LT/RT	11241			TN	84.99		983.0			
		27+37.69 to 28+11.69		RT	6231				8.86					
		28+60.84 to 29+34.29		RT	6238				9.84					
		29+46.84 to 29+83.03		RT	10662				11.00					
		29+59.23 to 30+38.79		LT	10588				43.64					
		29+64.27 to 30+07.97		RT	10627				70.53					
		29+70.34 to 30+31.49		LT	12445				41.01					
		29+74.81 to 30+24.37		RT	12268				38.06					
		29+96.38 to 45+66.62		RT	11380				180.45					
		29+96.47 to 45+44.99		LT	11312				176.70					
		31+41.30 to 32+43.31		RT	12229				49.30					
		33+27.06 to 33+85.54		LT	12098				19.97					
		34+12.83 to 34+82.80		RT	6404				17.92					
		34+33.08 to 35+15.16		RT	6203				17.96					
		44+85.56 to 46+13.93		RT	11853				51.20					
		45+25.26 to 46+38.72		RT	11893				55.32					
		46+29.09 to 46+49.74		RT	7231				0.28					
		45+69.87 to 46+64.24		LT	12007				45.28					
		46+40.71 to 46+47.09		LT	7278				1.43					
		46+54.47 to 47+06.91		LT	7208				0.79					
		46+76.61 to 47+29.39		RT	7193				1.09					
		46+10.67 to 48+36.00		RT	10891				57.39					
0350 30 13	CONCRETE PAVEMENT FOR ROUNDABOUT APRON, 12" DEPTH	45+90.27 to 45+90.27		LT/RT	5546			SY	278.20		303.7			
		46+47.79 to 46+78.40		RT	10362				15.10					
		46+41.38 to 46+56.23		LT	10355				10.40					

SUMMARY OF WALLS

WALL NO.	PAY ITEM NO.	PAY ITEM DESCRIPTION	LOCATION	SIDE	UNIT	QUANTITY		TOTAL		DESIGN NOTES	CONSTRUCTION REMARKS
			STA. TO STA.			P	F	P	F		
	0400 0 11	CONCRETE CLASS NS, GRAVITY WALL INDEX 400-011 SCHEME 1	153+99.05 TO 154+33.13	RT	CY	1.5		12.1		BENNING_CL	
			351+30.00 TO 352+00.00	RT		10.6				SAWOCT_CL	

SUMMARY OF RAILING

LOCATION	SIDE	PIPE HANDRAIL - GUIDERAIL (ALUMINUM) 0515 1 2 LF		DESIGN NOTES	CONSTRUCTION REMARKS
STA. TO STA.		P	F		
153+99.05 to 154+33.13	RT	34.7		BENNING_CL	
351+30.00 to 352+00.00	RT	80.2		SAWOCT_CL	
SUB-TOTAL:		114.9			
TOTAL:		115			

REVISIONS

DATE	DESCRIPTION	DATE	DESCRIPTION

EDWIN J. RAMOS, P.E.
P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

SUMMARY OF QUANTITIES

SHEET NO. 143

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

EXHIBIT A - ROADWAY PLANS

SUMMARY OF CURB & GUTTER AND/OR TRAFFIC SEPARATORS

PAY ITEM NO.	PAY ITEM DESCRIPTION	LOCATION STA. TO STA.	SIDE	AREA ID	UNIT	QUANTITY GROSS LENGTH	DEDUCTIONS TYPE	DEDUCTIONS LENGTH	NET LENGTH P	NET LENGTH F	TOTAL P	TOTAL F	DESIGN NOTES	CONSTRUCTION REMARKS
0520 1 7	Concrete Curb & Gutter, Type E	30+39.54 to 30+39.54	LT/RT		LF	14.1			14.1		2994			
		30+39.54 to 40+12.46	RT			971.4			971.4					
		30+39.54 to 40+12.46	LT			974.4			974.4					
		40+12.46 to 44+00.00	LT			385.2			385.2					
		40+12.46 to 44+00.00	RT			389.9			389.9					
		44+00.00 to 44+77.35	LT			76.7			76.7					
		44+00.00 to 44+87.90	RT			88.7			88.7					
		44+77.35 to 44+87.54	LT			10.1			10.1					
		44+87.54 to 44+88.62	LT			1.6			1.6					
		44+87.90 to 44+88.89	RT			1.6			1.6					
		44+88.62 to 44+88.89	LT/RT			7.4			7.4					
		45+01.71 to 45+01.82	LT/RT			10.0			10.0					
		45+01.71 to 45+02.52	LT			1.4			1.4					
		45+01.82 to 45+02.70	RT			1.5			1.5					
		45+02.52 to 45+18.45	LT			16.2			16.2					
		45+02.70 to 45+20.25	RT			18.2			18.2					
		45+18.45 to 45+22.46	LT			5.3			5.3					
		45+20.25 to 45+24.13	RT			6.0			6.0					
		45+22.46 to 45+24.13	LT/RT			14.4			14.4					
0520 1 10	Concrete Curb & Gutter, Type F	26+36.00 to 26+75.70	RT		LF	39.7			39.7		5788			
		26+36.15 to 26+39.13	RT			3.0			3.0					
		26+53.85 to 26+75.70	LT			21.9			21.9					
		26+91.70 to 27+25.50	RT			33.8			33.8					
		26+91.70 to 27+53.75	LT			62.1			62.1					
		27+36.00 to 27+61.19	RT			42.7			42.7					
		27+37.69 to 28+11.69	RT			74.0			74.0					
		27+64.25 to 28+32.50	LT			68.3			68.3					
		27+88.19 to 28+32.50	RT			61.8			61.8					
		28+43.00 to 28+71.29	LT			28.3			28.3					
		28+43.00 to 28+83.59	RT			58.9			58.9					
		28+60.82 to 29+34.29	RT			75.1			75.1					
		28+71.29 to 28+92.43	LT			20.6			20.6					
		29+03.22 to 29+77.53	LT			92.6			92.6					
		29+12.20 to 29+37.56	RT			45.6			45.6					
		29+47.79 to 29+80.10	RT			48.6			48.6					
		29+47.99 to 29+53.91	RT			7.3			7.3					
		29+48.91 to 29+55.56	RT			8.1			8.1					
		29+53.91 to 29+80.36	RT			59.8			59.8					
		29+55.56 to 29+82.86	RT			88.5			88.5					
		29+73.73 to 29+73.81	LT			3.5			3.5					
		29+74.04 to 29+77.53	LT			102.2			102.2					
		30+09.84 to 30+09.96	RT			3.3			3.3					
		30+09.84 to 30+10.55	RT			5.6			5.6					
		30+10.28 to 30+11.81	RT			54.6			54.6					
		30+10.55 to 30+14.84	RT			8.8			8.8					
		30+12.13 to 30+37.42	RT			47.5			47.5					
		30+16.12 to 31+14.60	LT			207.8			207.8					
		30+21.15 to 30+21.30	LT			3.5			3.5					
		30+38.07 to 31+12.29	RT			77.1			77.1					
		31+22.41 to 31+53.90	RT			73.3			73.3					
		31+28.12 to 32+14.60	LT			83.2			83.2					
		31+54.11 to 32+23.16	RT			159.4			159.4					
		31+77.35 to 32+15.37	RT			140.5			140.5					

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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

EDWIN J. RAMOS, P.E.
P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

SUMMARY OF QUANTITIES

SHEET NO. 144

SUMMARY OF CURB & GUTTER AND/OR TRAFFIC SEPARATORS

PAY ITEM NO.	PAY ITEM DESCRIPTION	LOCATION STA. TO STA.	SIDE	AREA ID	UNIT	QUANTITY GROSS LENGTH	DEDUCTIONS TYPE	DEDUCTIONS LENGTH	NET LENGTH P	NET LENGTH F	TOTAL P	TOTAL F	DESIGN NOTES	CONSTRUCTION REMARKS
0520 1 10	Concrete Curb & Gutter, Type F (CONT'D)	31+92.08 to 32+23.55	RT		LF	51.4			51.4					
		32+24.06 to 32+30.12	RT			9.8			9.8					
		32+27.34 to 32+41.48	RT			23.0			23.0					
		32+27.89 to 32+95.37	RT			70.1			70.1					
		32+28.12 to 32+89.60	LT			59.1			59.1					
		33+03.12 to 33+42.45	LT			53.3			53.3					
		33+07.89 to 33+37.72	RT			31.0			31.0					
		33+41.74 to 33+57.83	LT			48.7			48.7					
		33+56.98 to 34+22.02	RT			67.5			67.5					
		33+70.15 to 34+21.98	LT			65.3			65.3					
		33+70.60 to 33+80.84	LT			30.8			30.8					
		34+12.07 to 34+31.53	RT			25.6			25.6					
		34+31.53 to 35+17.69	RT			166.1			166.1					
		34+35.00 to 35+71.88	RT			132.7			132.7					
		34+35.00 to 35+72.11	LT			141.4			141.4					
		35+84.63 to 37+22.11	LT			142.7			142.7					
		35+85.40 to 37+21.88	RT			131.3			131.3					
		37+34.63 to 39+75.37	LT			249.9			249.9					
		37+35.40 to 39+74.60	RT			230.1			230.1					
		39+87.89 to 41+00.00	LT			113.0			113.0					
		39+88.12 to 41+00.00	RT			111.0			111.0					
		41+13.00 to 42+24.60	LT			108.2			108.2					
		41+13.00 to 42+25.37	RT			115.8			115.8					
		42+37.89 to 43+65.37	RT			132.4			132.4					
		42+38.12 to 43+64.60	LT			121.6			121.6					
		43+77.89 to 44+14.52	RT			38.0			38.0					
		43+78.12 to 44+13.76	LT			34.3			34.3					
		44+33.78 to 44+69.11	RT			36.7			36.7					
		44+34.56 to 44+68.73	LT			32.9			32.9					
		44+81.63 to 45+32.19	RT			107.5			107.5					
		44+82.26 to 45+55.87	LT			78.6			78.6					
		44+84.60 to 44+94.07	RT			37.9			37.9					
		44+97.15 to 45+05.43	RT			32.8			32.8					
		45+01.40 to 45+53.14	RT			151.5			151.5					
		45+10.86 to 45+22.36	RT			38.8			38.8					
		45+55.63 to 47+33.79	RT			188.2			188.2					
		45+58.27 to 46+47.33	LT			203.2			203.2					
		46+43.50 to 47+45.80	LT			281.2			281.2					
		47+44.65 to 48+47.14	RT			99.8			99.8					
		47+55.95 to 48+37.54	LT			83.9			83.9					
0520 2 2	Concrete Curb, Type B	46+40.71 to 46+44.22	LT		LF	6.1			6.1		142			
		46+40.71 to 46+54.47	LT			28.2			28.2					
		46+44.22 to 46+56.70	LT			25.0			25.0					
		46+47.26 to 46+49.74	RT			5.9			5.9					
		46+47.26 to 46+76.61	RT			31.7			31.7					
		46+49.74 to 46+78.68	RT			29.9			29.9					
		46+54.47 to 46+56.70	LT			5.9			5.9					
		46+76.61 to 46+78.68	RT			9.3			9.3					
0520 2 4	Concrete Curb, Type D	45+59.53 to 46+23.12	LT/RT		LF	226.2			226.2		226			
0520 2 8	Concrete Curb, Type RA	46+34.49 to 46+34.52	RT		LF	301.5			301.5		302			

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REVISIONS DATE	DESCRIPTION	DATE	DESCRIPTION

EDWIN J. RAMOS, P.E.
P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

SUMMARY OF QUANTITIES

SHEET NO. 145

SUMMARY OF CURB & GUTTER AND/OR TRAFFIC SEPARATORS

PAY ITEM NO.	PAY ITEM DESCRIPTION	LOCATION STA. TO STA.	SIDE	AREA ID	UNIT	QUANTITY GROSS LENGTH	QUANTITY DEDUCTIONS TYPE	QUANTITY DEDUCTIONS LENGTH	QUANTITY NET LENGTH P	QUANTITY NET LENGTH F	TOTAL P	TOTAL F	DESIGN NOTES	CONSTRUCTION REMARKS
0520 70	Concrete Traffic Separator, Special - Variable Width	46+55.08 to 46+77.40	LT/RT	6677	SY	32.5			32.5		158			
		46+85.79 to 47+42.45	LT/RT	6688		36.1			36.1					
		253+63.16 to 253+97.39	LT/RT	6667		24.2			24.2					
		254+06.78 to 254+27.11	LT/RT	6655		25.2			25.2					
		255+58.44 to 255+78.77	LT/RT	6700		21.5			21.5					
		255+88.28 to 256+20.05	LT/RT	6711		18.1			18.1					

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS DATE	DESCRIPTION	DATE	DESCRIPTION

EDWIN J. RAMOS, P.E.
P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

SUMMARY OF QUANTITIES

SHEET NO. 146

EXHIBIT A - ROADWAY PLANS

SUMMARY OF SIDEWALK & DETECTABLE WARNINGS

LOCATION	SIDE	AREA ID	LENGTH	WIDTH	CONC SIDEWALK 4"		CONC SIDEWALK 6"		DETECTABLE WARNINGS		DESIGN NOTES	CONSTRUCTION REMARKS
					0522 1		0522 2		0527 2			
STA. TO STA.					SY		SY		SF			
					P	F	P	F	P	F		
26+53.85 to 27+03.97	LT	6067			51.8							
27+15.97 to 27+31.45	LT	6077			10.2							
27+43.45 to 27+74.54	LT	6083			26.8							
27+86.54 to 28+02.87	LT	6092			11.0							
28+14.87 to 29+13.95	LT	6098			100.6							
29+24.02 to 29+49.69	RT	6129			49.7							
29+26.24 to 29+46.78	LT	6109			18.0							
29+39.96 to 29+49.69	RT	14868			11.1							
30+09.84 to 30+18.20	RT	14873			56.4							
31+78.55 to 32+12.98	RT	16120			76.8							
32+19.19 to 32+45.66	RT	6138			25.8							
33+81.29 to 33+78.49	LT	16083			31.7							
45+08.48 to 45+17.20	RT	15062			10.1							
45+92.53 to 46+05.40	LT	15698			10.4							
46+09.02 to 46+30.56	LT	6316			34.3							
47+32.29 to 48+37.57	LT	16226			111.9							
48+37.65 to 48+45.41	RT	6360			5.8							
26+23.75 to 26+53.85	LT	5763					24.2					
26+39.15 to 26+71.15	RT	4412					48.4					
26+93.97 to 27+53.45	LT	4578					66.9					
27+64.54 to 28+24.87	LT	4804					71.1					
29+03.71 to 29+36.48	LT	4876					50.6					
29+38.80 to 29+76.87	LT	5444					53.9					
29+46.67 to 29+68.87	LT	5029					21.9					
29+49.69 to 29+71.58	RT	4953					23.2					
29+61.07 to 29+71.85	LT	14848					2.9					
29+61.56 to 29+76.98	LT	5042					14.0					
29+65.06 to 29+75.20	RT	14885					4.1					
29+66.09 to 29+79.68	RT	4969					16.3					
29+70.44 to 29+80.02	RT	15744					30.3					
29+73.05 to 29+81.85	RT	15841					19.8					
30+10.24 to 30+14.60	RT	5708					4.5					
30+12.27 to 30+38.07	RT	14798					41.8					
30+16.68 to 30+47.57	LT	14780					68.1					
30+22.52 to 30+81.69	LT	15904					198.2					
30+38.07 to 31+34.95	RT	15434					113.8					
30+47.57 to 33+20.02	LT	15460					285.3					
31+34.78 to 31+50.39	RT	14807					15.0					
31+78.55 to 32+08.04	RT	16419					46.7					
32+02.73 to 32+42.93	RT	5889					114.4					
32+08.04 to 36+50.00	RT	15488					497.9					
33+19.86 to 33+38.15	LT	14818					15.5					
33+70.70 to 34+01.79	LT	16470					47.5					
34+01.67 to 45+92.99	LT	15650					1361.7					
36+50.00 to 44+84.24	RT	15557					1051.4					
				SUB-TOTAL:	642.4		4309.4					
				TOTAL:	642		6409		536			

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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

EDWIN J. RAMOS, P.E.
P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

SUMMARY OF QUANTITIES

SHEET NO. 147

SUMMARY OF SIDEWALK & DETECTABLE WARNINGS

LOCATION STA. TO STA.	SIDE	AREA ID	LENGTH	WIDTH	CONC SIDEWALK 4" 0522 1 SY P	CONC SIDEWALK 4" 0522 1 SY F	CONC SIDEWALK 6" 0522 2 SY P	CONC SIDEWALK 6" 0522 2 SY F	DETECTABLE WARNINGS 0527 2 SF P	DETECTABLE WARNINGS 0527 2 SF F	DESIGN NOTES	CONSTRUCTION REMARKS
36+94.45 to 45+26.29	RT	15613					1115.4					
44+77.66 to 44+93.76	RT	14827					31.7					
44+85.45 to 44+99.14	LT	10136					8.0					
44+88.27 to 45+00.01	RT	10171					8.1					
45+05.36 to 45+59.88	RT	14828					194.9					
45+54.45 to 47+55.53	RT	16158					212.0					
45+59.31 to 45+79.94	RT	14826					13.4					
45+96.10 to 46+04.93	LT	5391					5.0					
46+00.25 to 46+19.63	LT	5455					37.7					
46+43.52 to 46+49.63	LT	9815					10.3					
46+43.73 to 47+12.02	LT	16194					234.8					
46+74.34 to 46+96.90	LT	5342					13.3					
46+83.68 to 46+97.85	RT	5315					8.2					
47+02.24 to 47+44.98	LT	5575					77.6					
47+45.26 to 48+47.14	RT	14825					128.9					
26+23.75 to 26+46.85	LT	15148							47.7			
29+53.42 to 29+61.95	LT	15155							16.2			
29+56.33 to 29+64.51	RT	15154							16.4			
29+71.49 to 29+80.02	RT	15949							18.8			
29+72.84 to 29+76.82	LT	15160							14.7			
29+74.34 to 29+78.96	RT	15943							16.2			
30+11.42 to 30+14.22	RT	15192							8.2			
30+12.95 to 30+19.12	RT	15206							12.3			
30+16.65 to 30+33.74	LT	15221							30.4			
30+32.31 to 30+34.32	RT	15211							26.2			
30+41.09 to 30+43.41	LT	15216							33.7			
31+39.59 to 31+41.51	RT	15227							20.3			
31+41.51 to 31+49.59	RT	15234							22.5			
31+78.97 to 31+88.19	RT	15398							17.9			
32+02.36 to 32+04.40	RT	15248							28.1			
33+25.23 to 33+27.37	LT	15254							21.2			
33+27.37 to 33+37.18	LT	15262							23.5			
33+70.89 to 33+81.04	LT	15400							17.0			
33+95.36 to 33+97.51	LT	15401							27.7			
44+87.27 to 44+96.95	LT	15285							18.0			
44+89.20 to 44+97.97	RT	15278							18.0			
45+26.73 to 45+30.21	RT	15319							17.2			
45+64.20 to 45+74.37	RT	15314							20.5			
46+00.07 to 46+03.39	LT	15293							10.3			
46+43.52 to 46+45.28	LT	15298							12.3			
46+80.79 to 46+90.65	LT	15303							20.0			
46+85.91 to 46+95.60	RT	15308							18.0			
SUB-TOTAL:							2099.3		553.3			

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REVISIONS DATE	DESCRIPTION	DATE	DESCRIPTION

EDWIN J. RAMOS, P.E.
P.E. LICENSE NUMBER 84352
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482 SOUTH KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

SUMMARY OF QUANTITIES

SHEET NO. 148

PROJECT INFORMATION	
ENGINEERED PRODUCT MANAGER:	EVAN BOWLES 470-701-1106 EVAN.BOWLES@ADSPIPE.COM
ADS SALES REP:	RICHARD OROS 850-572-1838 RICHARD.OROS@ADSPIPE.COM
PROJECT NO:	S317945

Advanced Drainage Systems, Inc.

ADS SiteAssist™
FOR STORMTECH INSTALLATION INSTRUCTIONS VISIT OUR APP

DESTIN CROSS TOWN CONNECTOR

DESTIN, FL

MC-3500 STORMTECH CHAMBER SPECIFICATIONS

1. CHAMBERS SHALL BE STORMTECH MC-3500.
2. CHAMBERS SHALL BE ARCH-SHAPED AND SHALL BE MANUFACTURED FROM VIRGIN, IMPACT-MODIFIED POLYPROPYLENE COPOLYMERS.
3. CHAMBERS SHALL MEET THE REQUIREMENTS OF ASTM F2418, "STANDARD SPECIFICATION FOR POLYPROPYLENE (PP) CORRUGATED WALL STORMWATER COLLECTION CHAMBERS" CHAMBER CLASSIFICATION 45x76 DESIGNATION SS.
4. CHAMBER ROWS SHALL PROVIDE CONTINUOUS, UNOBSTRUCTED INTERNAL SPACE WITH NO INTERNAL SUPPORTS THAT WOULD IMPEDE FLOW OR LIMIT ACCESS FOR INSPECTION.
5. THE STRUCTURAL DESIGN OF THE CHAMBERS, THE STRUCTURAL BACKFILL, AND THE INSTALLATION REQUIREMENTS SHALL ENSURE THAT THE LOAD FACTORS SPECIFIED IN THE AASHTO LRFD BRIDGE DESIGN SPECIFICATIONS, SECTION 12.12, ARE MET FOR: 1) LONG-DURATION DEAD LOADS AND 2) SHORT-DURATION LIVE LOADS, BASED ON THE AASHTO DESIGN TRUCK WITH CONSIDERATION FOR IMPACT AND MULTIPLE VEHICLE PRESENCES.
6. CHAMBERS SHALL BE DESIGNED, TESTED AND ALLOWABLE LOAD CONFIGURATIONS DETERMINED IN ACCORDANCE WITH ASTM F2787, "STANDARD PRACTICE FOR STRUCTURAL DESIGN OF THERMOPLASTIC CORRUGATED WALL STORMWATER COLLECTION CHAMBERS". LOAD CONFIGURATIONS SHALL INCLUDE: 1) INSTANTANEOUS (<1 MIN) AASHTO DESIGN TRUCK LIVE LOAD ON MINIMUM COVER 2) MAXIMUM PERMANENT (75-YR) COVER LOAD AND 3) ALLOWABLE COVER WITH PARKED (1-WEEK) AASHTO DESIGN TRUCK.
7. REQUIREMENTS FOR HANDLING AND INSTALLATION:
   - TO MAINTAIN THE WIDTH OF CHAMBERS DURING SHIPPING AND HANDLING, CHAMBERS SHALL HAVE INTEGRAL, INTERLOCKING STACKING LUGS.
   - TO ENSURE A SECURE JOINT DURING INSTALLATION AND BACKFILL, THE HEIGHT OF THE CHAMBER JOINT SHALL NOT BE LESS THAN 3".
   - TO ENSURE THE INTEGRITY OF THE ARCH SHAPE DURING INSTALLATION, a) THE ARCH STIFFNESS CONSTANT SHALL BE GREATER THAN OR EQUAL TO 450 LBS/FT/%. THE ASC IS DEFINED IN SECTION 6.2.8 OF ASTM F2418. AND b) TO RESIST CHAMBER DEFORMATION DURING INSTALLATION AT ELEVATED TEMPERATURES (ABOVE 73° F / 23° C), CHAMBERS SHALL BE PRODUCED FROM REFLECTIVE GOLD OR YELLOW COLORS.
8. ONLY CHAMBERS THAT ARE APPROVED BY THE SITE DESIGN ENGINEER WILL BE ALLOWED. UPON REQUEST BY THE SITE DESIGN ENGINEER OR OWNER, THE CHAMBER MANUFACTURER SHALL SUBMIT A STRUCTURAL EVALUATION FOR APPROVAL BEFORE DELIVERING CHAMBERS TO THE PROJECT SITE AS FOLLOWS:
   - THE STRUCTURAL EVALUATION SHALL BE SEALED BY A REGISTERED PROFESSIONAL ENGINEER.
   - THE STRUCTURAL EVALUATION SHALL DEMONSTRATE THAT THE SAFETY FACTORS ARE GREATER THAN OR EQUAL TO 1.95 FOR DEAD LOAD AND 1.75 FOR LIVE LOAD, THE MINIMUM REQUIRED BY ASTM F2787 AND BY SECTIONS 3 AND 12.12 OF THE AASHTO LRFD BRIDGE DESIGN SPECIFICATIONS FOR THERMOPLASTIC PIPE.
   - THE TEST DERIVED CREEP MODULUS AS SPECIFIED IN ASTM F2418 SHALL BE USED FOR PERMANENT DEAD LOAD DESIGN EXCEPT THAT IT SHALL BE THE 75-YEAR MODULUS USED FOR DESIGN.
9. CHAMBERS AND END CAPS SHALL BE PRODUCED AT AN ISO 9001 CERTIFIED MANUFACTURING FACILITY.

IMPORTANT - NOTES FOR THE BIDDING AND INSTALLATION OF MC-3500 CHAMBER SYSTEM

1. STORMTECH MC-3500 CHAMBERS SHALL NOT BE INSTALLED UNTIL THE MANUFACTURER'S REPRESENTATIVE HAS COMPLETED A PRE-CONSTRUCTION MEETING WITH THE INSTALLERS.
2. STORMTECH MC-3500 CHAMBERS SHALL BE INSTALLED IN ACCORDANCE WITH THE "STORMTECH MC-3500/MC-4500 CONSTRUCTION GUIDE".
3. CHAMBERS ARE NOT TO BE BACKFILLED WITH A DOZER OR AN EXCAVATOR SITUATED OVER THE CHAMBERS. STORMTECH RECOMMENDS 3 BACKFILL METHODS:
   - STONESHOOTER LOCATED OFF THE CHAMBER BED.
   - BACKFILL AS ROWS ARE BUILT USING AN EXCAVATOR ON THE FOUNDATION STONE OR SUBGRADE.
   - BACKFILL FROM OUTSIDE THE EXCAVATION USING A LONG BOOM HOE OR EXCAVATOR.
4. THE FOUNDATION STONE SHALL BE LEVELED AND COMPACTED PRIOR TO PLACING CHAMBERS.
5. JOINTS BETWEEN CHAMBERS SHALL BE PROPERLY SEATED PRIOR TO PLACING STONE.
6. MAINTAIN MINIMUM - 6" (150 mm) SPACING BETWEEN THE CHAMBER ROWS.
7. INLET AND OUTLET MANIFOLDS MUST BE INSERTED A MINIMUM OF 12" (300 mm) INTO CHAMBER END CAPS.
8. EMBEDMENT STONE SURROUNDING CHAMBERS MUST BE A CLEAN, CRUSHED, ANGULAR STONE MEETING THE AASHTO M43 DESIGNATION OF #3 OR #4.
9. STONE MUST BE PLACED ON THE TOP CENTER OF THE CHAMBER TO ANCHOR THE CHAMBERS IN PLACE AND PRESERVE ROW SPACING.
10. THE CONTRACTOR MUST REPORT ANY DISCREPANCIES WITH CHAMBER FOUNDATION MATERIALS BEARING CAPACITIES TO THE SITE DESIGN ENGINEER.
11. ADS RECOMMENDS THE USE OF "FLEXSTORM CATCH IT" INSERTS DURING CONSTRUCTION FOR ALL INLETS TO PROTECT THE SUBSURFACE STORMWATER MANAGEMENT SYSTEM FROM CONSTRUCTION SITE RUNOFF.

NOTES FOR CONSTRUCTION EQUIPMENT

1. STORMTECH MC-3500 CHAMBERS SHALL BE INSTALLED IN ACCORDANCE WITH THE "STORMTECH MC-3500/MC-4500 CONSTRUCTION GUIDE".
2. THE USE OF EQUIPMENT OVER MC-3500 CHAMBERS IS LIMITED:
   - NO EQUIPMENT IS ALLOWED ON BARE CHAMBERS.
   - NO RUBBER TIRED LOADER, DUMP TRUCK, OR EXCAVATORS ARE ALLOWED UNTIL PROPER FILL DEPTHS ARE REACHED IN ACCORDANCE WITH THE "STORMTECH MC-3500/MC-4500 CONSTRUCTION GUIDE".
   - WEIGHT LIMITS FOR CONSTRUCTION EQUIPMENT CAN BE FOUND IN THE "STORMTECH MC-3500/MC-4500 CONSTRUCTION GUIDE".
3. FULL 36" (900 mm) OF STABILIZED COVER MATERIALS OVER THE CHAMBERS IS REQUIRED FOR DUMP TRUCK TRAVEL OR DUMPING.

USE OF A DOZER TO PUSH EMBEDMENT STONE BETWEEN THE ROWS OF CHAMBERS MAY CAUSE DAMAGE TO CHAMBERS AND IS NOT AN ACCEPTABLE BACKFILL METHOD. ANY CHAMBERS DAMAGED BY USING THE "DUMP AND PUSH" METHOD ARE NOT COVERED UNDER THE STORMTECH STANDARD WARRANTY.

CONTACT STORMTECH AT 1-888-892-2694 WITH ANY QUESTIONS ON INSTALLATION REQUIREMENTS OR WEIGHT LIMITS FOR CONSTRUCTION EQUIPMENT.

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EXHIBIT B - ADS CHAMBER SYSTEM PLANS

PROPOSED LAYOUT

827	STORMTECH MC-3500 CHAMBERS
100	STORMTECH MC-3500 END CAPS
12	STONE ABOVE (in)
9	STONE BELOW (in)
40	% STONE VOID
154,776	**INSTALLED SYSTEM VOLUME (CF) (PERIMETER STONE INCLUDED)**
13147	**ISOLATOR ROW WQ VOLUME (BARE CHAMBER ONLY)**
45146	SYSTEM AREA (ft²)
2143	SYSTEM PERIMETER (ft)

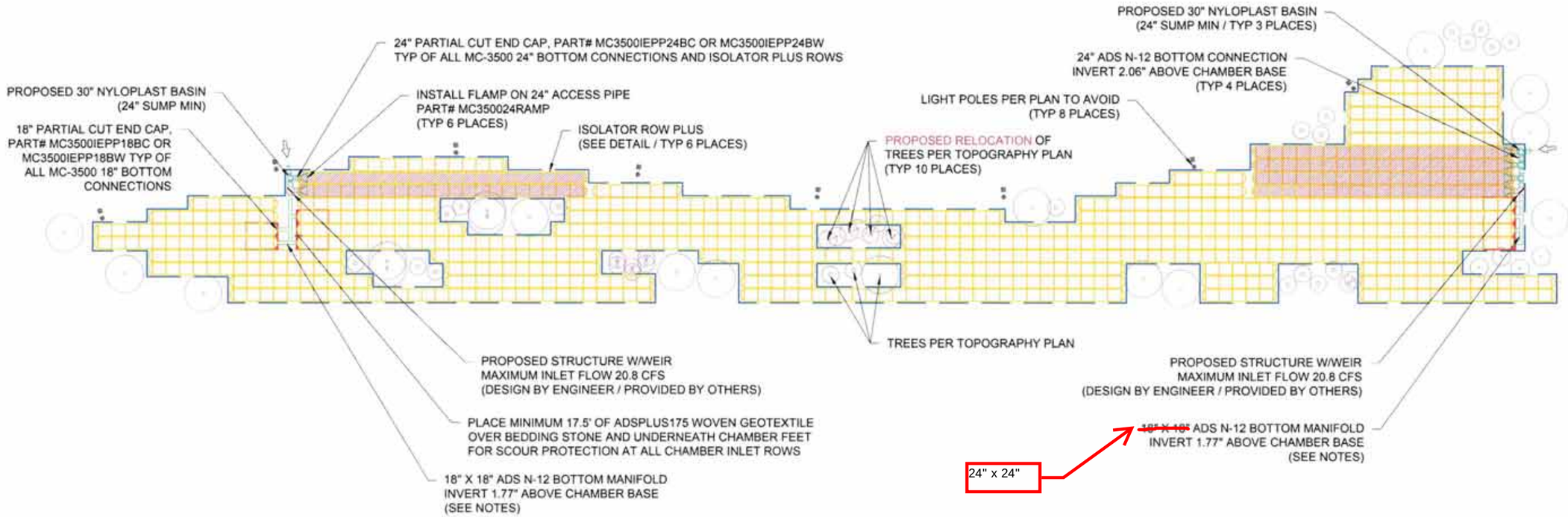
PROPOSED ELEVATIONS

23.50	MAXIMUM ALLOWABLE GRADE (TOP OF PAVEMENT/UNPAVED)
17.50	MINIMUM ALLOWABLE GRADE (UNPAVED WITH TRAFFIC)
17.00	MINIMUM ALLOWABLE GRADE (UNPAVED NO TRAFFIC)
17.00	MINIMUM ALLOWABLE GRADE (BASE OF FLEXIBLE PAVEMENT)
17.00	MINIMUM ALLOWABLE GRADE (TOP OF RIGID PAVEMENT)
16.50	TOP OF STONE
15.50	TOP OF MC-3500 CHAMBER
11.92	24" ISOLATOR ROW PLUS CONNECTION INVERT
11.90	18" BOTTOM MANIFOLD INVERT
11.75	BOTTOM OF MC-3500 CHAMBER
11.00	BOTTOM OF STONE

18" or 24"

NOTES

- MANIFOLD SIZE TO BE DETERMINED BY SITE DESIGN ENGINEER. SEE TECHNICAL NOTE 6.32 FOR MANIFOLD SIZING GUIDANCE.
- DUE TO THE ADAPTATION OF THIS CHAMBER SYSTEM TO SPECIFIC SITE AND DESIGN CONSTRAINTS, IT MAY BE NECESSARY TO CUT AND COUPLE ADDITIONAL PIPE TO STANDARD MANIFOLD COMPONENTS IN THE FIELD.
- THE SITE DESIGN ENGINEER MUST REVIEW ELEVATIONS AND IF NECESSARY ADJUST GRADING TO ENSURE THE CHAMBER COVER REQUIREMENTS ARE MET.
- THIS CHAMBER SYSTEM WAS DESIGNED WITHOUT SITE-SPECIFIC INFORMATION ON SOIL CONDITIONS OR BEARING CAPACITY. THE SITE DESIGN ENGINEER IS RESPONSIBLE FOR DETERMINING THE SUITABILITY OF THE SOIL AND PROVIDING THE BEARING CAPACITY OF THE INSITU SOILS. THE BASE STONE DEPTH MAY BE INCREASED OR DECREASED ONCE THIS INFORMATION IS PROVIDED.



DESTIN CROSS TOWN CONNECTOR
DESTIN, FL
DATE: 10-04-2022 | DRAWN: NSL | CHECKED: CJD
PROJECT #: S317945

DATE	DRWN	CHKD	DESCRIPTION

THE SITE DESIGN ENGINEER SHALL REVIEW THIS DRAWING PRIOR TO CONSTRUCTION. IT IS THE SITE DESIGN ENGINEER OR OTHER PROJECT REPRESENTATIVE. THE SITE DESIGN ENGINEER TO ENSURE THAT THE PRODUCT(S) DEPICTED AND ALL ASSOCIATED DETAILS MEET ALL APPLICABLE LAWS, REGULATIONS, AND PROJECT REQUIREMENTS.

StormTech®
Chamber System
888-892-2694 | WWW.STORMTECH.COM

4640 TRUEMAN BLVD
HILLIARD, OH 43026

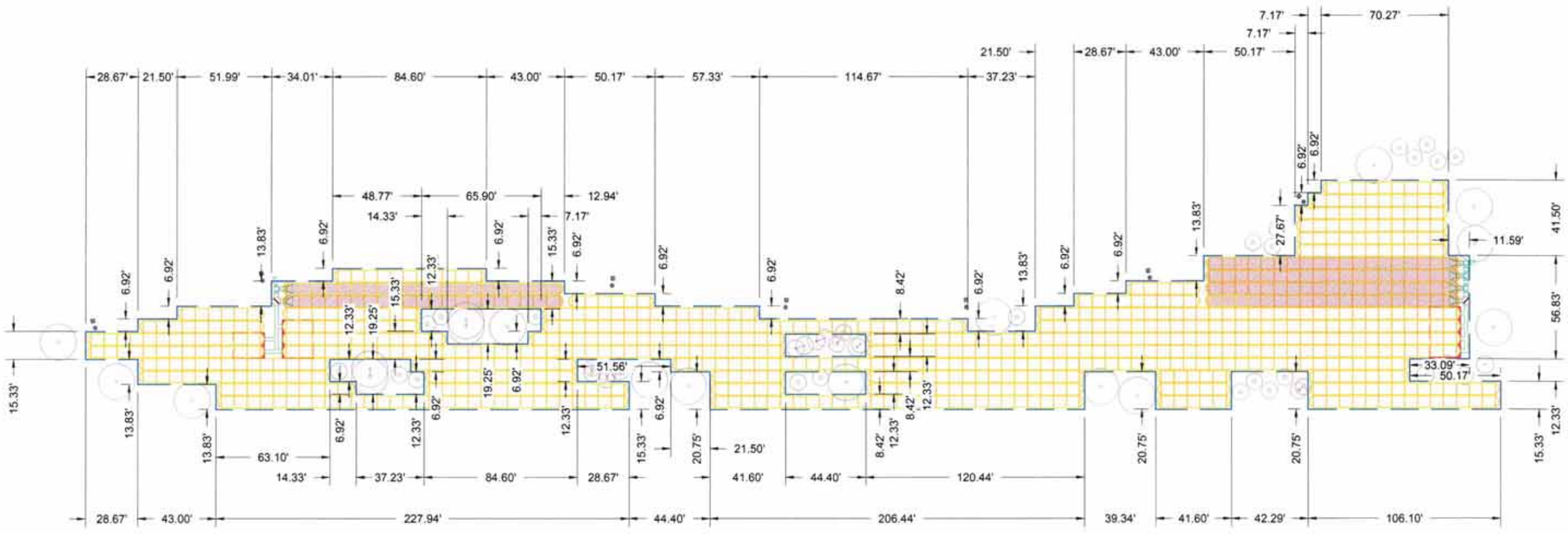
ADS

0 60' 120'

THIS DRAWING HAS BEEN PREPARED BASED ON INFORMATION PROVIDED TO ADS UNDER THE DIRECTION OF THE SITE DESIGN ENGINEER OR OTHER PROJECT REPRESENTATIVE. THE SITE DESIGN ENGINEER TO ENSURE THAT THE PRODUCT(S) DEPICTED AND ALL ASSOCIATED DETAILS MEET ALL APPLICABLE LAWS, REGULATIONS, AND PROJECT REQUIREMENTS. ULTIMATE RESPONSIBILITY OF THE SITE DESIGN ENGINEER TO ENSURE THAT THE PRODUCT(S) DEPICTED AND ALL ASSOCIATED DETAILS MEET ALL APPLICABLE LAWS, REGULATIONS, AND PROJECT REQUIREMENTS.

SHEET 2 OF 7

EXHIBIT B - ADS CHAMBER SYSTEM PLANS



ADS 3

DESTIN CROSS TOWN CONNECTOR

DESTIN, FL

DATE: 10-04-2022 | DRAWN: NSL | CHECKED: CJD

PROJECT #: S317945

DATE	DRWN	CHKD	DESCRIPTION

THIS DRAWING HAS BEEN PREPARED BASED ON INFORMATION PROVIDED TO ADS UNDER THE DIRECTION OF THE SITE DESIGN ENGINEER OR OTHER PROJECT REPRESENTATIVE. THE SITE DESIGN ENGINEER SHALL REVIEW THIS DRAWING PRIOR TO CONSTRUCTION. IT IS THE ULTIMATE RESPONSIBILITY OF THE SITE DESIGN ENGINEER TO ENSURE THAT THE PRODUCT(S) DEPICTED AND ALL ASSOCIATED DETAILS MEET ALL APPLICABLE LAWS, REGULATIONS, AND PROJECT REQUIREMENTS.

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4640 TRUEMAN BLVD
HILLIARD, OH 43026

ADS

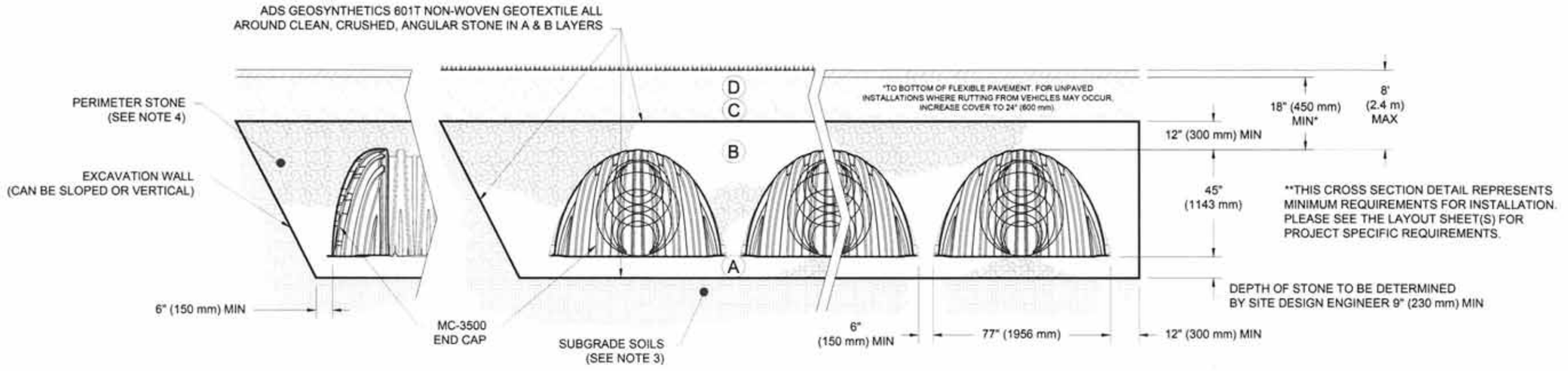
0 60' 120'

SHEET 3 OF 7

ACCEPTABLE FILL MATERIALS: STORMTECH MC-3500 CHAMBER SYSTEMS

MATERIAL LOCATION		DESCRIPTION	AASHTO MATERIAL CLASSIFICATIONS	COMPACTION / DENSITY REQUIREMENT
D	**FINAL FILL:** FILL MATERIAL FOR LAYER 'D' STARTS FROM THE TOP OF THE 'C' LAYER TO THE BOTTOM OF FLEXIBLE PAVEMENT OR UNPAVED FINISHED GRADE ABOVE. NOTE THAT PAVEMENT SUBBASE MAY BE PART OF THE 'D' LAYER	ANY SOIL/ROCK MATERIALS, NATIVE SOILS, OR PER ENGINEER'S PLANS. CHECK PLANS FOR PAVEMENT SUBGRADE REQUIREMENTS.	N/A	PREPARE PER SITE DESIGN ENGINEER'S PLANS. PAVED INSTALLATIONS MAY HAVE STRINGENT MATERIAL AND PREPARATION REQUIREMENTS.
C	**INITIAL FILL:** FILL MATERIAL FOR LAYER 'C' STARTS FROM THE TOP OF THE EMBEDMENT STONE ('B' LAYER) TO 24" (600 mm) ABOVE THE TOP OF THE CHAMBER. NOTE THAT PAVEMENT SUBBASE MAY BE A PART OF THE 'C' LAYER.	GRANULAR WELL-GRADED SOIL/AGGREGATE MIXTURES, <35% FINES OR PROCESSED AGGREGATE. MOST PAVEMENT SUBBASE MATERIALS CAN BE USED IN LIEU OF THIS LAYER.	AASHTO M145[1] A-1, A-2-4, A-3 OR AASHTO M43[1] 3, 357, 4, 467, 5, 56, 57, 6, 67, 68, 7, 78, 8, 89, 9, 10	BEGIN COMPACTIONS AFTER 24" (600 mm) OF MATERIAL OVER THE CHAMBERS IS REACHED. COMPACT ADDITIONAL LAYERS IN 12" (300 mm) MAX LIFTS TO A MIN. 95% PROCTOR DENSITY FOR WELL GRADED MATERIAL AND 95% RELATIVE DENSITY FOR PROCESSED AGGREGATE MATERIALS.
B	**EMBEDMENT STONE:** FILL SURROUNDING THE CHAMBERS FROM THE FOUNDATION STONE ('A' LAYER) TO THE 'C' LAYER ABOVE.	CLEAN, CRUSHED, ANGULAR STONE	AASHTO M43[1] 3, 4	NO COMPACTION REQUIRED.
A	**FOUNDATION STONE:** FILL BELOW CHAMBERS FROM THE SUBGRADE UP TO THE FOOT (BOTTOM) OF THE CHAMBER.	CLEAN, CRUSHED, ANGULAR STONE	AASHTO M43[1] 3, 4	PLATE COMPACT OR ROLL TO ACHIEVE A FLAT SURFACE.[2,3]

PLEASE NOTE:
1. THE LISTED AASHTO DESIGNATIONS ARE FOR GRADATIONS ONLY. THE STONE MUST ALSO BE CLEAN, CRUSHED, ANGULAR. FOR EXAMPLE, A SPECIFICATION FOR #4 STONE WOULD STATE: "CLEAN, CRUSHED, ANGULAR NO. 4 (AASHTO M43) STONE".
2. STORMTECH COMPACTION REQUIREMENTS ARE MET FOR 'A' LOCATION MATERIALS WHEN PLACED AND COMPACTED IN 9" (230 mm) (MAX) LIFTS USING TWO FULL COVERAGES WITH A VIBRATORY COMPACTOR.
3. WHERE INFILTRATION SURFACES MAY BE COMPROMISED BY COMPACTION, FOR STANDARD DESIGN LOAD CONDITIONS, A FLAT SURFACE MAY BE ACHIEVED BY RAKING OR DRAGGING WITHOUT COMPACTION EQUIPMENT. FOR SPECIAL LOAD DESIGNS, CONTACT STORMTECH FOR COMPACTION REQUIREMENTS.
4. ONCE LAYER 'C' IS PLACED, ANY SOIL/MATERIAL CAN BE PLACED IN LAYER 'D' UP TO THE FINISHED GRADE. MOST PAVEMENT SUBBASE SOILS CAN BE USED TO REPLACE THE MATERIAL REQUIREMENTS OF LAYER 'C' OR 'D' AT THE SITE DESIGN ENGINEER'S DISCRETION.



NOTES:

1. CHAMBERS SHALL MEET THE REQUIREMENTS OF ASTM F2418, "STANDARD SPECIFICATION FOR POLYPROPYLENE (PP) CORRUGATED WALL STORMWATER COLLECTION CHAMBERS" CHAMBER CLASSIFICATION 45x76 DESIGNATION SS.
2. MC-3500 CHAMBERS SHALL BE DESIGNED IN ACCORDANCE WITH ASTM F2787 "STANDARD PRACTICE FOR STRUCTURAL DESIGN OF THERMOPLASTIC CORRUGATED WALL STORMWATER COLLECTION CHAMBERS".
3. THE SITE DESIGN ENGINEER IS RESPONSIBLE FOR ASSESSING THE BEARING RESISTANCE (ALLOWABLE BEARING CAPACITY) OF THE SUBGRADE SOILS AND THE DEPTH OF FOUNDATION STONE WITH CONSIDERATION FOR THE RANGE OF EXPECTED SOIL MOISTURE CONDITIONS.
4. PERIMETER STONE MUST BE EXTENDED HORIZONTALLY TO THE EXCAVATION WALL FOR BOTH VERTICAL AND SLOPED EXCAVATION WALLS.
5. REQUIREMENTS FOR HANDLING AND INSTALLATION:
   - TO MAINTAIN THE WIDTH OF CHAMBERS DURING SHIPPING AND HANDLING, CHAMBERS SHALL HAVE INTEGRAL, INTERLOCKING STACKING LUGS.
   - TO ENSURE A SECURE JOINT DURING INSTALLATION AND BACKFILL, THE HEIGHT OF THE CHAMBER JOINT SHALL NOT BE LESS THAN 3".
   - TO ENSURE THE INTEGRITY OF THE ARCH SHAPE DURING INSTALLATION, a) THE ARCH STIFFNESS CONSTANT AS DEFINED IN SECTION 6.2.8 OF ASTM F2418 SHALL BE GREATER THAN OR EQUAL TO 500 LBS/FT/%. AND b) TO RESIST CHAMBER DEFORMATION DURING INSTALLATION AT ELEVATED TEMPERATURES (ABOVE 73° F / 23° C), CHAMBERS SHALL BE PRODUCED FROM REFLECTIVE GOLD OR YELLOW COLORS.

DESTIN CROSS TOWN CONNECTOR
DESTIN, FL
DATE: 10-04-2022 | DRAWN: NSL | CHECKED: CJD
PROJECT #: S317945
DESCRIPTION | DRWN. CHKD | DATE

THIS DRAWING HAS BEEN PREPARED BASED ON INFORMATION PROVIDED TO ADS UNDER THE DIRECTION OF THE SITE DESIGN ENGINEER OR OTHER PROJECT REPRESENTATIVE. THE SITE DESIGN ENGINEER SHALL REVIEW THIS DRAWING PRIOR TO CONSTRUCTION. IT IS THE ULTIMATE RESPONSIBILITY OF THE SITE DESIGN ENGINEER TO ENSURE THAT THE PRODUCT(S) DEPICTED AND ALL ASSOCIATED DETAILS MEET ALL APPLICABLE LAWS, REGULATIONS, AND PROJECT REQUIREMENTS.

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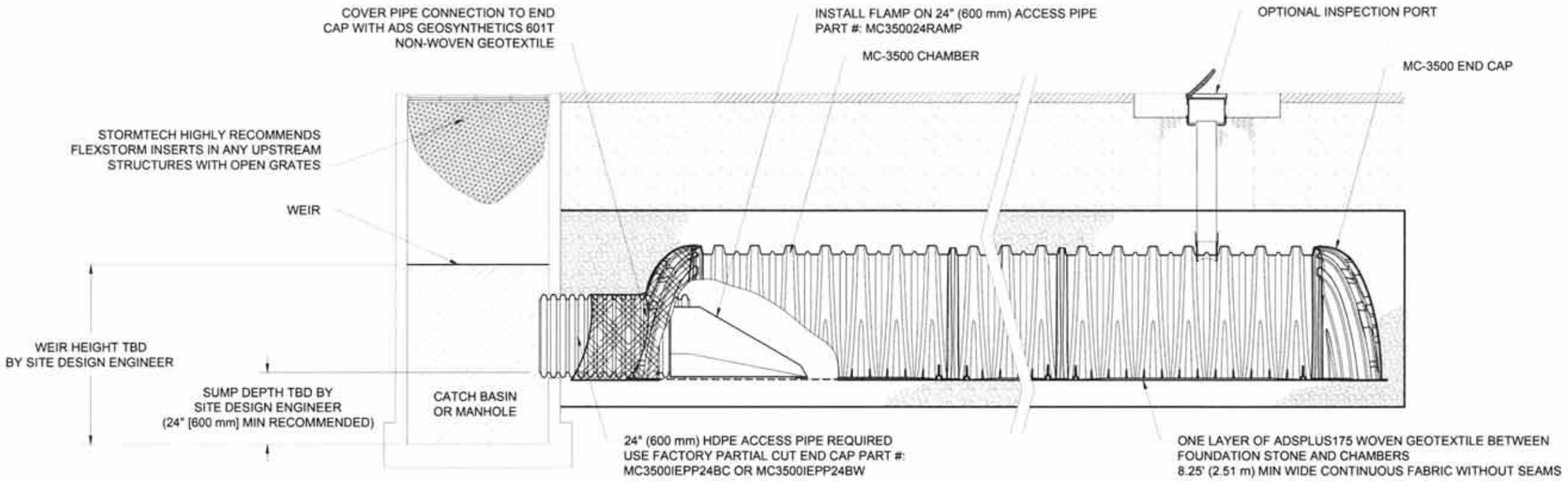

MC-3500 ISOLATOR ROW PLUS DETAIL
NTS

INSPECTION & MAINTENANCE

STEP 1) INSPECT ISOLATOR ROW PLUS FOR SEDIMENT
- A. INSPECTION PORTS (IF PRESENT)
  - A.1. REMOVE/OPEN LID ON NYLOPLAST INLINE DRAIN
  - A.2. REMOVE AND CLEAN FLEXSTORM FILTER IF INSTALLED
  - A.3. USING A FLASHLIGHT AND STADIA ROD, MEASURE DEPTH OF SEDIMENT AND RECORD ON MAINTENANCE LOG
  - A.4. LOWER A CAMERA INTO ISOLATOR ROW PLUS FOR VISUAL INSPECTION OF SEDIMENT LEVELS (OPTIONAL)
  - A.5. IF SEDIMENT IS AT, OR ABOVE, 3" (80 mm) PROCEED TO STEP 2. IF NOT, PROCEED TO STEP 3.
- B. ALL ISOLATOR PLUS ROWS
  - B.1. REMOVE COVER FROM STRUCTURE AT UPSTREAM END OF ISOLATOR ROW PLUS
  - B.2. USING A FLASHLIGHT, INSPECT DOWN THE ISOLATOR ROW PLUS THROUGH OUTLET PIPE
    - i) MIRRORS ON POLES OR CAMERAS MAY BE USED TO AVOID A CONFINED SPACE ENTRY
    - ii) FOLLOW OSHA REGULATIONS FOR CONFINED SPACE ENTRY IF ENTERING MANHOLE
  - B.3. IF SEDIMENT IS AT, OR ABOVE, 3" (80 mm) PROCEED TO STEP 2. IF NOT, PROCEED TO STEP 3.

STEP 2) CLEAN OUT ISOLATOR ROW PLUS USING THE JETVAC PROCESS
- A. A FIXED CULVERT CLEANING NOZZLE WITH REAR FACING SPREAD OF 45° (1.1 m) OR MORE IS PREFERRED
- B. APPLY MULTIPLE PASSES OF JETVAC UNTIL BACKFLUSH WATER IS CLEAN
- C. VACUUM STRUCTURE SUMP AS REQUIRED

STEP 3) REPLACE ALL COVERS, GRATES, FILTERS, AND LIDS; RECORD OBSERVATIONS AND ACTIONS.

STEP 4) INSPECT AND CLEAN BASINS AND MANHOLES UPSTREAM OF THE STORMTECH SYSTEM.

NOTES

1. INSPECT EVERY 6 MONTHS DURING THE FIRST YEAR OF OPERATION. ADJUST THE INSPECTION INTERVAL BASED ON PREVIOUS OBSERVATIONS OF SEDIMENT ACCUMULATION AND HIGH WATER ELEVATIONS.
2. CONDUCT JETTING AND VACTORING ANNUALLY OR WHEN INSPECTION SHOWS THAT MAINTENANCE IS NECESSARY.

DESTIN CROSS TOWN CONNECTOR
DESTIN, FL
DATE: 10-04-2022 | DRAWN: NSL | CHECKED: CJD | PROJECT #: S317945

DESCRIPTION | DRWN | CHKD | DATE

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MC-3500 TECHNICAL SPECIFICATION

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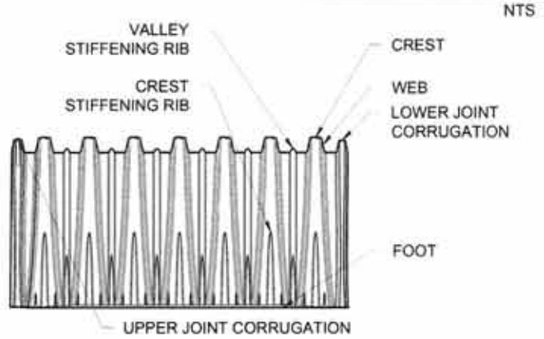
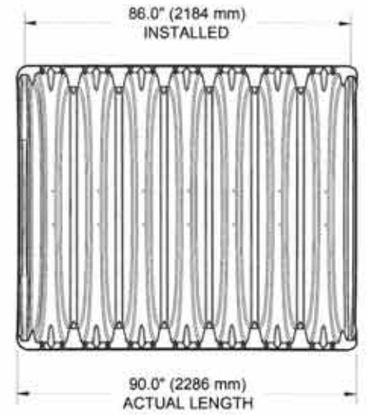
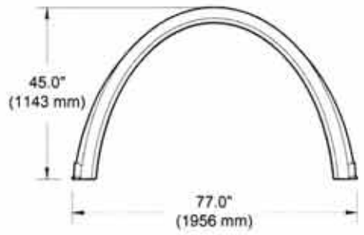
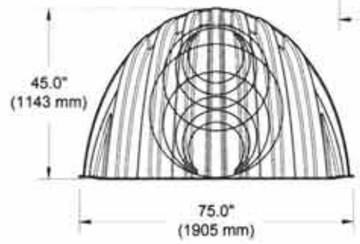










NOMINAL CHAMBER SPECIFICATIONS

SIZE (W X H X INSTALLED LENGTH)	77.0" X 45.0" X 86.0"	(1956 mm X 1143 mm X 2184 mm)
CHAMBER STORAGE	109.9 CUBIC FEET	(3.11 m³)
MINIMUM INSTALLED STORAGE*	175.0 CUBIC FEET	(4.96 m³)
WEIGHT	134 lbs.	(60.8 kg)

NOMINAL END CAP SPECIFICATIONS

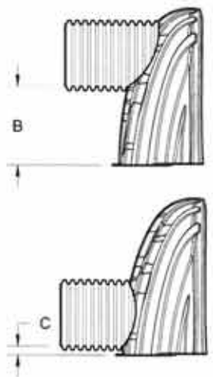
SIZE (W X H X INSTALLED LENGTH)	75.0" X 45.0" X 22.2"	(1905 mm X 1143 mm X 564 mm)
END CAP STORAGE	14.9 CUBIC FEET	(0.42 m³)
MINIMUM INSTALLED STORAGE*	45.1 CUBIC FEET	(1.28 m³)
WEIGHT	49 lbs.	(22.2 kg)

*ASSUMES 12" (305 mm) STONE ABOVE, 9" (229 mm) STONE FOUNDATION, 6" (152 mm) STONE BETWEEN CHAMBERS, 6" (152 mm) STONE PERIMETER IN FRONT OF END CAPS AND 40% STONE POROSITY.

PARTIAL CUT HOLES AT BOTTOM OF END CAP FOR PART NUMBERS ENDING WITH "B"
PARTIAL CUT HOLES AT TOP OF END CAP FOR PART NUMBERS ENDING WITH "T"
END CAPS WITH A PREFABRICATED WELDED STUB END WITH "W"
END CAPS WITH A WELDED CROWN PLATE END WITH "C"

PART #	STUB	B	C
MC3500IEPP06T	6" (150 mm)	33.21" (844 mm)	---
MC3500IEPP06B		---	0.66" (17 mm)
MC3500IEPP08T	8" (200 mm)	31.16" (791 mm)	---
MC3500IEPP08B		---	0.81" (21 mm)
MC3500IEPP10T	10" (250 mm)	29.04" (738 mm)	---
MC3500IEPP10B		---	0.93" (24 mm)
MC3500IEPP12T	12" (300 mm)	26.36" (670 mm)	---
MC3500IEPP12B		---	1.35" (34 mm)
MC3500IEPP15T	15" (375 mm)	23.39" (594 mm)	---
MC3500IEPP15B		---	1.50" (38 mm)
MC3500IEPP18TC	18" (450 mm)	20.03" (509 mm)	---
MC3500IEPP18TW			
MC3500IEPP18BC		---	1.77" (45 mm)
MC3500IEPP18BW			
MC3500IEPP24TC	24" (600 mm)	14.48" (368 mm)	---
MC3500IEPP24TW			
MC3500IEPP24BC		---	2.06" (52 mm)
MC3500IEPP24BW			
MC3500IEPP30BC	30" (750 mm)	---	2.75" (70 mm)

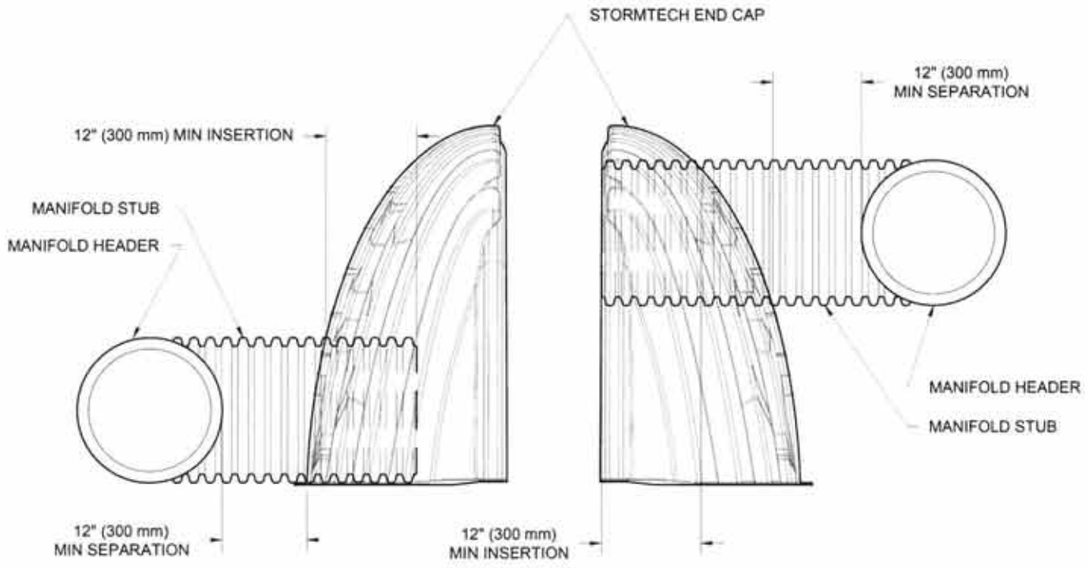
NOTE: ALL DIMENSIONS ARE NOMINAL



CUSTOM PARTIAL CUT INVERTS ARE AVAILABLE UPON REQUEST. INVENTORIED MANIFOLDS INCLUDE 12-24" (300-600 mm) SIZE ON SIZE AND 15-48" (375-1200 mm) ECCENTRIC MANIFOLDS. CUSTOM INVERT LOCATIONS ON THE MC-3500 END CAP CUT IN THE FIELD ARE NOT RECOMMENDED FOR PIPE SIZES GREATER THAN 10" (250 mm). THE INVERT LOCATION IN COLUMN 'B' ARE THE HIGHEST POSSIBLE FOR THE PIPE SIZE.

MC-SERIES END CAP INSERTION DETAIL

NTS



NOTE: MANIFOLD STUB MUST BE LAID HORIZONTAL FOR A PROPER FIT IN END CAP OPENING.

DESTIN CROSS TOWN CONNECTOR
DESTIN, FL
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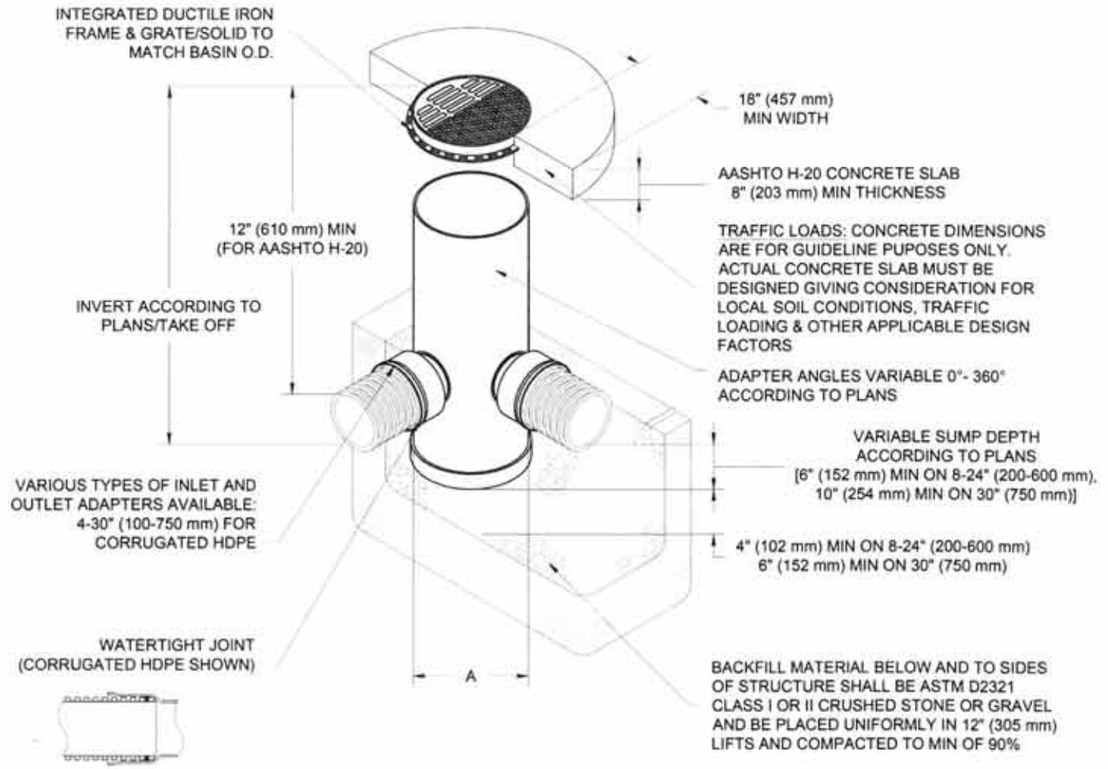
NYLOPLAST DRAIN BASIN

NTS



NOTES

1. 8-30" (200-750 mm) GRATES/SOLID COVERS SHALL BE DUCTILE IRON PER ASTM A536 GRADE 70-50-05
2. 12-30" (300-750 mm) FRAMES SHALL BE DUCTILE IRON PER ASTM A536 GRADE 70-50-05
3. DRAIN BASIN TO BE CUSTOM MANUFACTURED ACCORDING TO PLAN DETAILS
4. DRAINAGE CONNECTION STUB JOINT TIGHTNESS SHALL CONFORM TO ASTM D3212 FOR CORRUGATED HDPE (ADS & HANCOR DUAL WALL) & SDR 35 PVC
5. FOR COMPLETE DESIGN AND PRODUCT INFORMATION: **WWW.NYLOPLAST-US.COM**
6. TO ORDER CALL: **800-821-6710**

A	PART #	GRATE/SOLID COVER OPTIONS		
8" (200 mm)	2808AG	PEDESTRIAN LIGHT DUTY	STANDARD LIGHT DUTY	SOLID LIGHT DUTY
10" (250 mm)	2810AG	PEDESTRIAN LIGHT DUTY	STANDARD LIGHT DUTY	SOLID LIGHT DUTY
12" (300 mm)	2812AG	PEDESTRIAN AASHTO H-10	STANDARD AASHTO H-20	SOLID AASHTO H-20
15" (375 mm)	2815AG	PEDESTRIAN AASHTO H-10	STANDARD AASHTO H-20	SOLID AASHTO H-20
18" (450 mm)	2818AG	PEDESTRIAN AASHTO H-10	STANDARD AASHTO H-20	SOLID AASHTO H-20
24" (600 mm)	2824AG	PEDESTRIAN AASHTO H-10	STANDARD AASHTO H-20	SOLID AASHTO H-20
30" (750 mm)	2830AG	PEDESTRIAN AASHTO H-20	STANDARD AASHTO H-20	SOLID AASHTO H-20

DESTIN CROSS TOWN CONNECTOR

DESTIN, FL

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SHEET 7 OF 7

EXHIBIT C - SIGNING AND PAVEMENT MARKING PLANS

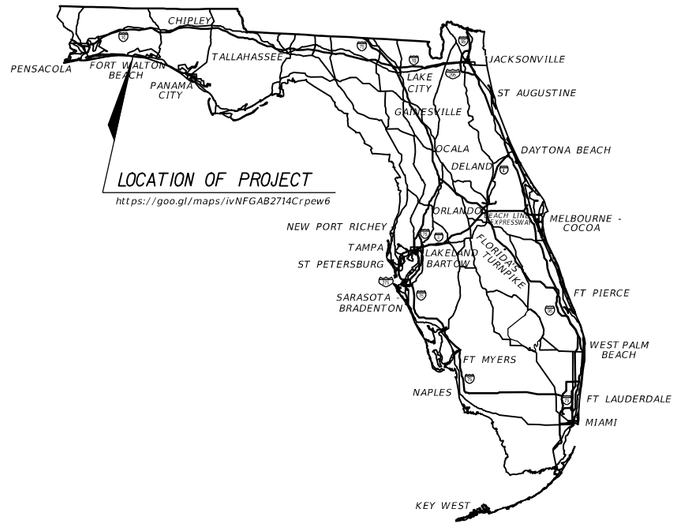
CITY OF DESTIN

CONTRACT PLANS

FINANCIAL PROJECT ID 440553-1-X4-01

OKALOOSA COUNTY

DESTIN CROSS TOWN CONNECTOR



INDEX OF SIGNING & PAVEMENT MARKING PLANS

SHEET NO.	SHEET DESCRIPTION
S-1	KEY SHEET
S-1A	SIGNATURE SHEET
S-2	TABULATION OF QUANTITIES
S-3	GENERAL NOTES
S-4 TO S-9	PLAN SHEETS
S-10	ROUNDABOUT DETAIL

SIGNING & PAVEMENT MARKING PLANS

PHASE IV (100%) SUBMITTAL
NOVEMBER 2022

PROVIDED FOR INFORMATION ONLY
NO PHASE 1 CONSTRUCTION IN THIS SET

GOVERNING STANDARD PLANS:

Florida Department of Transportation, FY 2022-23 Standard Plans for Road and Bridge Construction and applicable Interim Revisions (IRs).

Standard Plans for Road Construction and associated IRs are available at the following website: http://www.fdot.gov/design/standardplans

GOVERNING STANDARD SPECIFICATIONS:

Florida Department of Transportation, January 2022 Standard Specifications for Road and Bridge Construction at the following website: http://www.fdot.gov/programmanagement/Implemented/SpecBooks

THESE PLANS HAVE BEEN PREPARED IN ACCORDANCE WITH DECEMBER 2021 CITY OF DESTIN LAND DEVELOPMENT CODE, THE 2016 FLORIDA GREENBOOK, THE FY 2022-23 FDOT STANDARD PLANS, AND THE JANUARY 2022 FDOT STANDARD SPECIFICATIONS.

ROADWAY PLANS
ENGINEER OF RECORD:

MATTHEW A. TAYLOR, P.E.
P.E. NO.: 56985
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810
CONTRACT NO.:
VENDOR NO.:

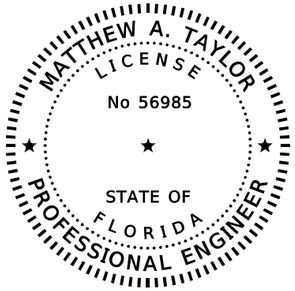
PROJECT MANAGER:

JOE D. BODI

SHEET NO. S-1

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

EXHIBIT C - SIGNING AND PAVEMENT MARKING PLANS



THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY

ON THE DATE ADJACENT TO THE SEAL

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

ATKINS NORTH AMERICA, INC.
482 S. KELLER ROAD
ORLANDO, FL 32810
MATTHEW A TAYLOR, P.E. NO. 56985

THE ABOVE NAMED PROFESSIONAL ENGINEER SHALL BE RESPONSIBLE FOR THE FOLLOWING SHEETS IN ACCORDANCE WITH RULE 61G15-23.004, F.A.C.

SHEET NO.	*SHEET DESCRIPTION*
S-1	*KEY SHEET*
S-1A	*SIGNATURE SHEET*
S-2	*TABULATION OF QUANTITIES*
S-3	*GENERAL NOTES*
S-4 TO S-9	*PLAN SHEETS*
S-10	*ROUNDABOUT DETAIL*

REVISIONS			
DATE	*DESCRIPTION*	*DATE*	*DESCRIPTION*

MATTHEW A. TAYLOR, P.E.
P.E. LICENSE NUMBER 56985
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32819
FBPE CERTIFICATE OF AUTHORIZATION NO. 24

CITY OF DESTIN

COUNTY	*CONSTRUCTION PLANS FOR:*
OKALOOSA	*DESTIN CROSS TOWN CONNECTOR*

SIGNATURE SHEET

SHEET NO.

S-1A

USER: tayl4789 *10/31/2022* *10:12:45 PM* *c:\pw_work\atknafl01\tayl4789\dms76952\SIGNRD01.dgn*

EXHIBIT C - SIGNING AND PAVEMENT MARKING PLANS

SUMMARY OF SIGNING & PAVEMENT MARKINGS

PAY ITEM NO.	DESCRIPTION	UNIT	SHEET NUMBERS												GRAND TOTAL		NOTES
			S-4		S-5		S-6		S-7		S-8		S-9				
			PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	
0700-1-11	SINGLE POST SIGN, F&I, GROUND MOUNT, UP TO 12 SF	AS	10				1		4		3		18		38		
0700-1-12	SINGLE POST SIGN, F&I, GROUND MOUNT, 12-20 SF	AS	1												2		
0700-1-50	SINGLE POST SIGN, RELOCATE	AS	2						1						3		
0700-1-60	SINGLE POST SIGN, REMOVE	AS	5						5		2				14		
0700-2-60	MULTI-POST SIGN, REMOVE	AS	1						1						2		
0705-10-1	OBJECT MARKER, TYPE 1	EA											2		2		
0705-10-4	OBJECT MARKER, TYPE 4	EA			3										3		
0706-1-3	RAISED PAVEMENT MARKER, TYPE B																
	BI-DIRECTIONAL YELLOW/YELLOW	EA													103		
	MONO-DIRECTIONAL YELLOW	EA													15		
0710-90	PAINTED PAVEMENT MARKINGS, FINAL SURFACE	LS													1		
0711-11-123	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12" FOR CROSSWALK AND ROUNDABOUT	LF													721		
0711-11-125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR STOP LINE AND CROSSWALK	LF													115		
0711-11-141	THERMOPLASTIC, STANDARD, WHITE, 2-4 DOTTED GUIDELINE/ 6-10 GAP EXTENSION, 6"	GM													0.057		
0711-11-144	THERMOPLASTIC, STANDARD, WHITE, 2-2 DOTTED EXTENSION LINE, 12" FOR ROUNDABOUT	GM													0.025		
0711-11-160	THERMOPLASTIC, STANDARD, WHITE, MESSAGE OR SYMBOL	EA													4		
0711-11-170	THERMOPLASTIC, STANDARD, WHITE, ARROW	EA													6		
0711-11-224	THERMOPLASTIC, STANDARD, YELLOW, SOLID, 18" FOR DIAGONAL AND CHEVRON	LF													64		
0711-14-125	THERMOPLASTIC, PREFORMED, WHITE, SOLID, 24" FOR CROSSWALK	LF													548		
0711-14-160	THERMOPLASTIC, PREFORMED, WHITE, MESSAGE	EA													5		
0711-14-170	THERMOPLASTIC, PREFORMED, WHITE, ARROW	EA													5		
0711-16-101	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SOLID, 6"	GM													1.210		
0711-16-201	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SOLID, 6"	GM													1.341		
0711-16-231	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SKIP, 6"	GM													0.022		

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

MATTHEW A. TAYLOR, P.E.
P.E. LICENSE NUMBER 56985
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32819
FBPE CERTIFICATE OF AUTHORIZATION NO. 24

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

TABULATION OF QUANTITIES

SHEET NO. S-2

GENERAL NOTES

1. THE PAVEMENT MARKINGS AT ALL EXISTING / PROPOSED INTERFACE LOCATIONS ARE TO MATCH IN TERMS OF ALIGNMENT.

2. ANY MARKINGS THAT NEED TO BE REMOVED MAY BE REMOVED BY ANY METHOD WHICH PRODUCES THE SAME RESULTS IN THE SAME MANNER AS HYDRO-BLASTING.

3. ALL REMOVED SIGNS BECOME THE PROPERTY OF THE CONTRACTOR TO BE DISPOSED OF PROPERLY UNLESS OTHERWISE NOTED ON THE PLANS.

4. VERIFY THE LENGTH OF SIGN COLUMN SUPPORTS IN THE FIELD PRIOR TO FABRICATION.

5. SIGN ASSEMBLY LOCATIONS SHOWN ON THE PLANS WHICH ARE IN CONFLICT WITH LIGHTING, UTILITIES, ETC. MAY BE ADJUSTED AS DIRECTED BY THE PROJECT ENGINEER.

6. CAUTION SHOULD BE EXERCISED IN THE INSTALLATION OF POST-MOUNTED ROADSIDE SIGNS IN ORDER TO PREVENT POSSIBLE DAMAGE TO BURIED UTILITIES. CONTRACTOR SHOULD CONSIDER HAND-DIGGING POST HOLES.

7. OUTSIDE CORNERS OF SIGN FACES TO BE CUT CONCENTRIC WITH BORDER. BORDER SHALL BE PARALLEL TO THE EDGE OF SIGN.

8. THE PROJECT ENGINEER MAY REQUIRE THE CONTRACTOR TO FIELD-ADJUST THE LOCATION OF ANY SIGN TO INSURE PROPER VISIBILITY. THE CLEARING AND TRIMMING OF ALL VEGETATION TO ALLOW CLEAR VISIBILITY OF SIGNS WILL BE THE RESPONSIBILITY OF THE CONTRACTOR. THIS CLEARING SHALL PERMIT UNOBSTRUCTED VIEWING OF THE SIGN FROM THE OUTSIDE LANE FOR A DISTANCE UP TO 1000 FEET IN ADVANCE OF THE SIGN. THE COST FOR CLEARING AND TRIMMING IS INCIDENTAL.

9. THE STREET NAME SIGNS SHALL BE KEPT VISIBLE AT ALL TIMES DURING CONSTRUCTION FOR EMERGENCY RESPONSE PERSONNEL.

10. REMOVE AND REPLACE ALL EXISTING SIGNS THAT CONFLICT WITH CONSTRUCTION OPERATIONS. IF SIGNS ARE DAMAGED BY THE CONTRACTOR, THE SIGNS SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE.

11. FINAL PAVEMENT MARKINGS SHALL BE THERMOPLASTIC.

12. FOR SIGN DETAILS, USE THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" PUBLISHED BY THE U.S. DEPARTMENT OF TRANSPORTATION, FEDERAL HIGHWAY ADMINISTRATION, 2009.

13. ANY EXISTING SIGNS THAT ARE TO BE RELOCATED AND ARE DAMAGED BEYOND USE BY THE CONTRACTOR, AS DETERMINED BY THE PROJECT ENGINEER, SHALL BE REPLACED BY THE CONTRACTOR AT HIS EXPENSE.

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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

MATTHEW A. TAYLOR, P.E.
P.E. LICENSE NUMBER 56985
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32819
FBPE CERTIFICATE OF AUTHORIZATION NO. 24

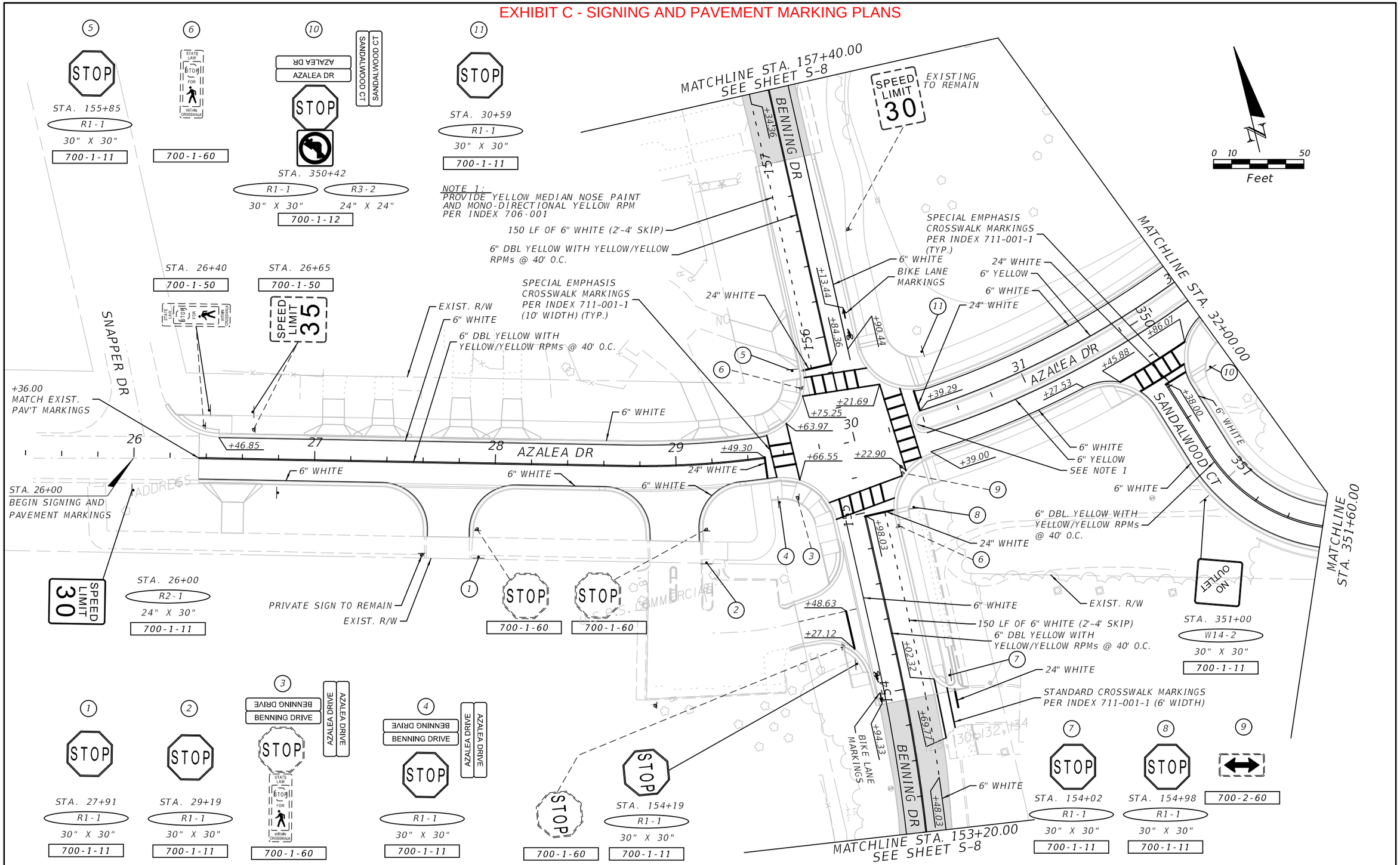
CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

SIGNING AND PAVEMENT MARKING NOTES

SHEET NO. S-3

EXHIBIT C - SIGNING AND PAVEMENT MARKING PLANS



REVISIONS			
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482 SOUTH KELLER ROAD
ORLANDO, FL 32819
FBPE CERTIFICATE OF AUTHORIZATION NO. 24

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

SIGNING & PAVEMENT MARKINGS

SHEET NO.
S-4

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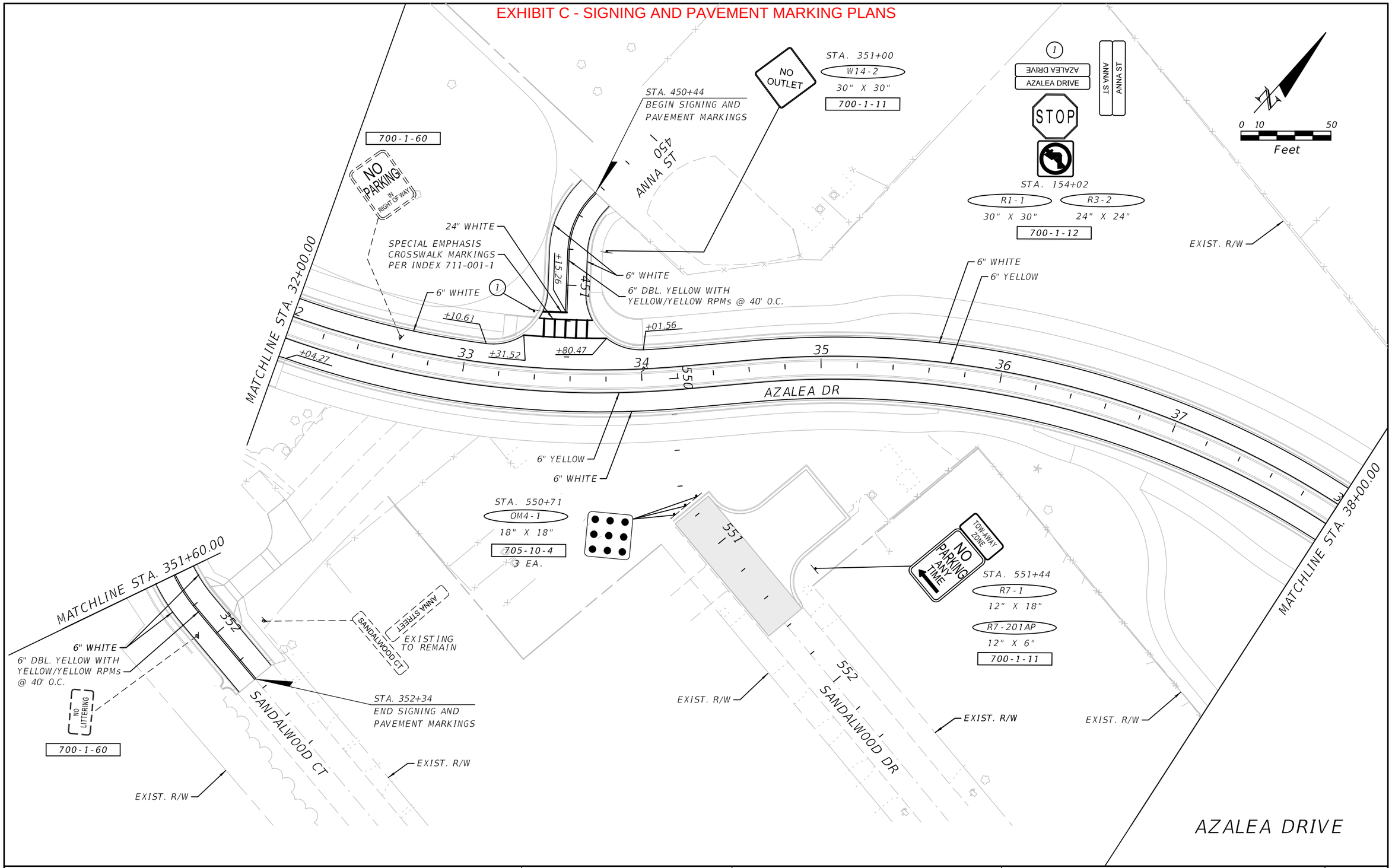
EXHIBIT C - SIGNING AND PAVEMENT MARKING PLANS



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

MATTHEW A. TAYLOR, P.E.
P.E. LICENSE NUMBER 56985
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32819
FBPE CERTIFICATE OF AUTHORIZATION NO. 24

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

SIGNING & PAVEMENT MARKINGS

SHEET NO. S-5

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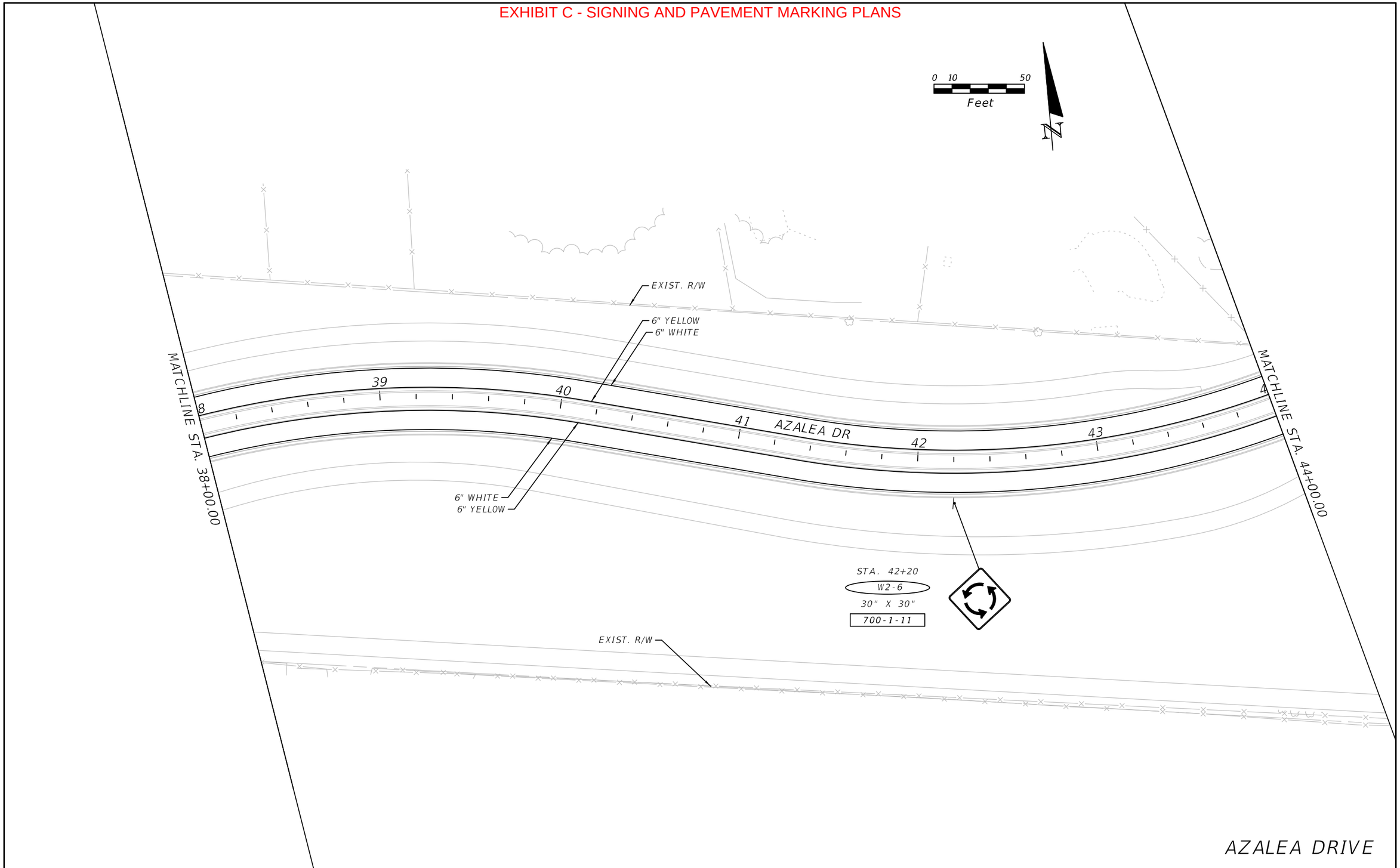
EXHIBIT C - SIGNING AND PAVEMENT MARKING PLANS



REVISIONS						
DATE	DESCRIPTION	DATE	DESCRIPTION	MATTHEW A. TAYLOR, P.E. P.E. LICENSE NUMBER 56985 ATKINS NORTH AMERICA, INC. 482 SOUTH KELLER ROAD ORLANDO, FL 32819 FBPE CERTIFICATE OF AUTHORIZATION NO. 24	CITY OF DESTIN COUNTY: OKALOOSA CONSTRUCTION PLANS FOR: DESTIN CROSS TOWN CONNECTOR	SIGNING & PAVEMENT MARKINGS	SHEET NO. S-6

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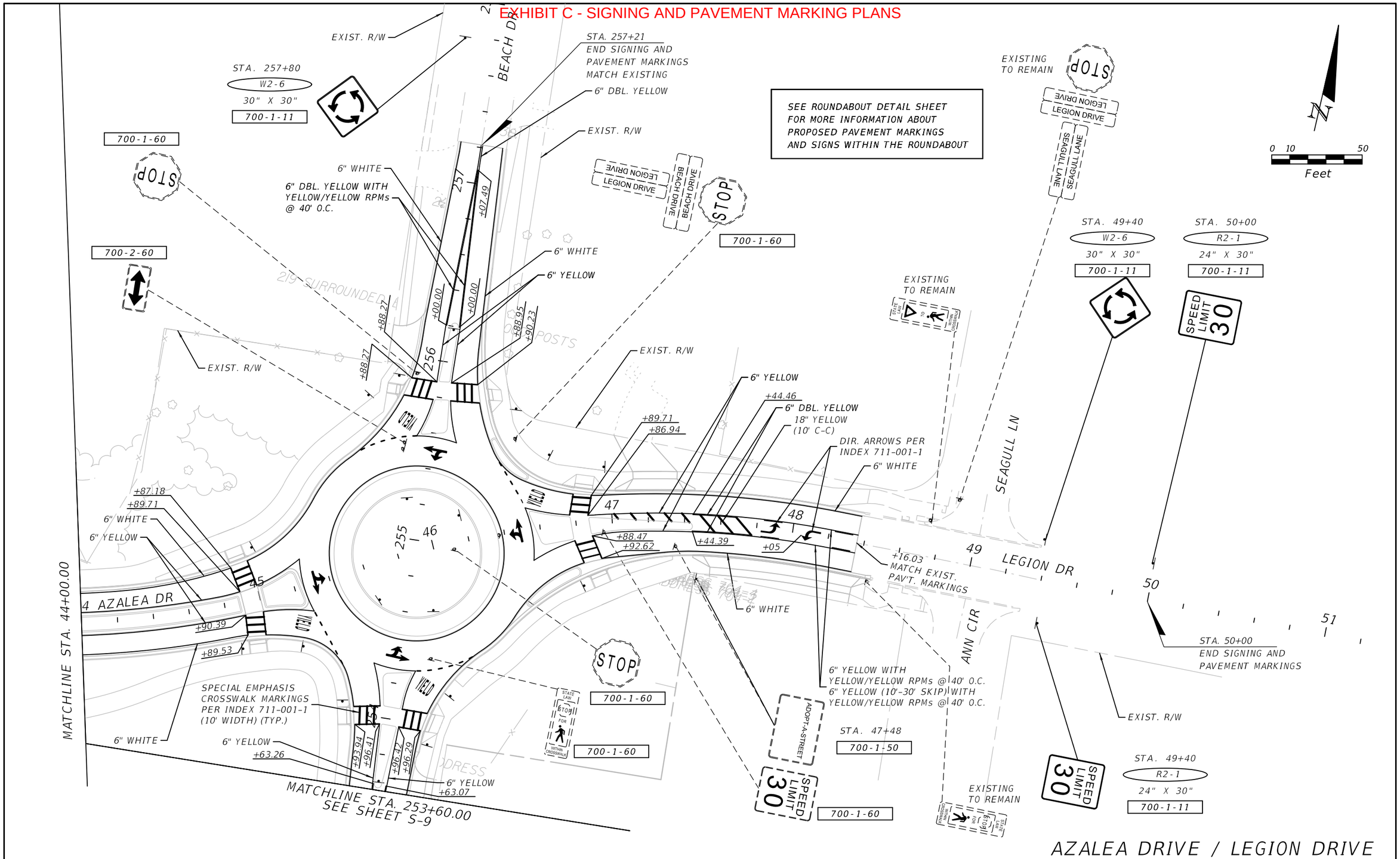

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REVISIONS			
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MATTHEW A. TAYLOR, P.E.
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ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32819
FBPE CERTIFICATE OF AUTHORIZATION NO. 24

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

SIGNING & PAVEMENT MARKINGS

SHEET NO.
S-7

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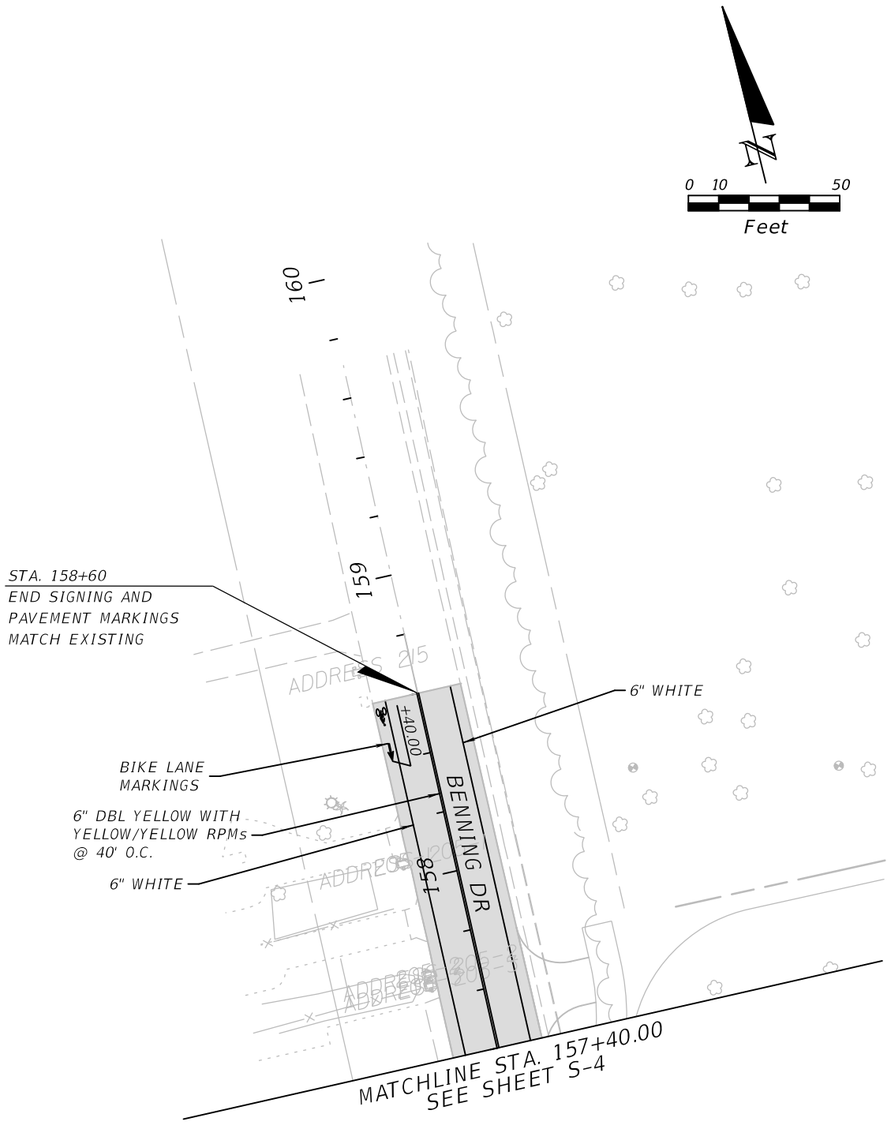
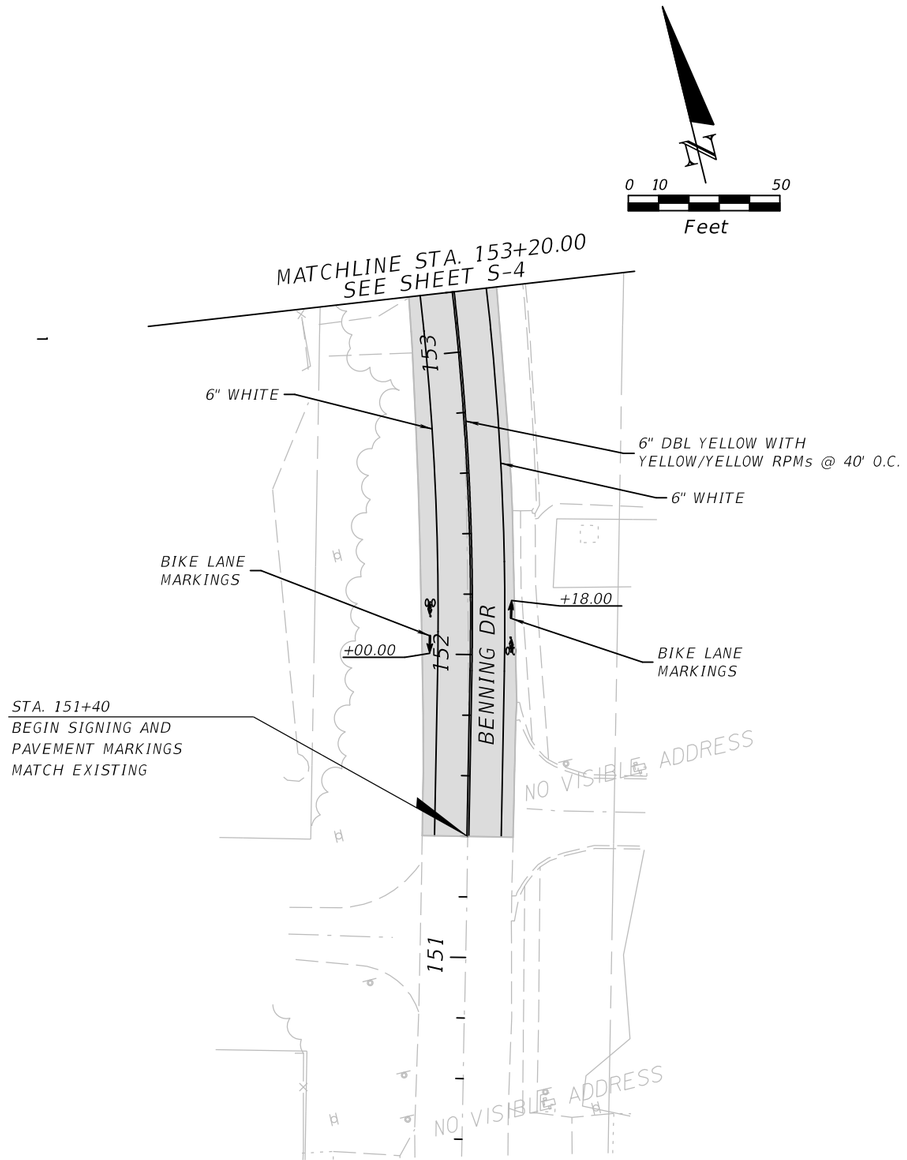


BENNING DRIVE



BENNING DRIVE

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REVISIONS			
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ATKINS NORTH AMERICA, INC.
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ORLANDO, FL 32819
FBPE CERTIFICATE OF AUTHORIZATION NO. 24

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

SIGNING & PAVEMENT MARKINGS

SHEET NO. S-8

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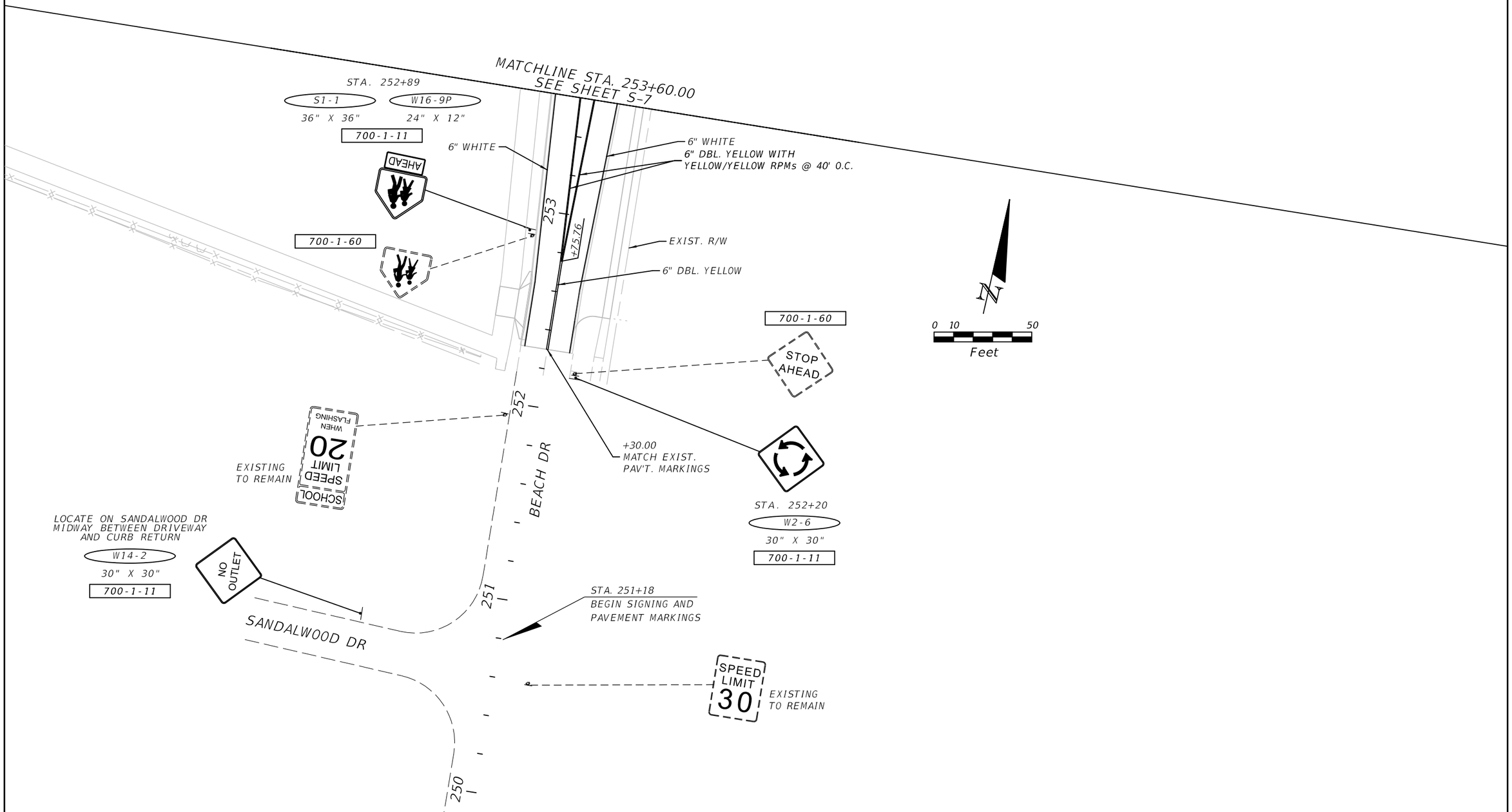
EXHIBIT C - SIGNING AND PAVEMENT MARKING PLANS



BEACH DRIVE

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

MATTHEW A. TAYLOR, P.E.
P.E. LICENSE NUMBER 56985
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32819
FBPE CERTIFICATE OF AUTHORIZATION NO. 24

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

SIGNING & PAVEMENT MARKINGS

SHEET NO. S-9

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EXHIBIT C - SIGNING AND PAVEMENT MARKING PLANS

R1-2
36" X 36"
700-1-11 4 EA.

1 STA. 45+89
2 STA. 46+70
3 STA. 45+86
4 STA. 45+17

R6-4
30" X 24"
700-1-11 4 EA.

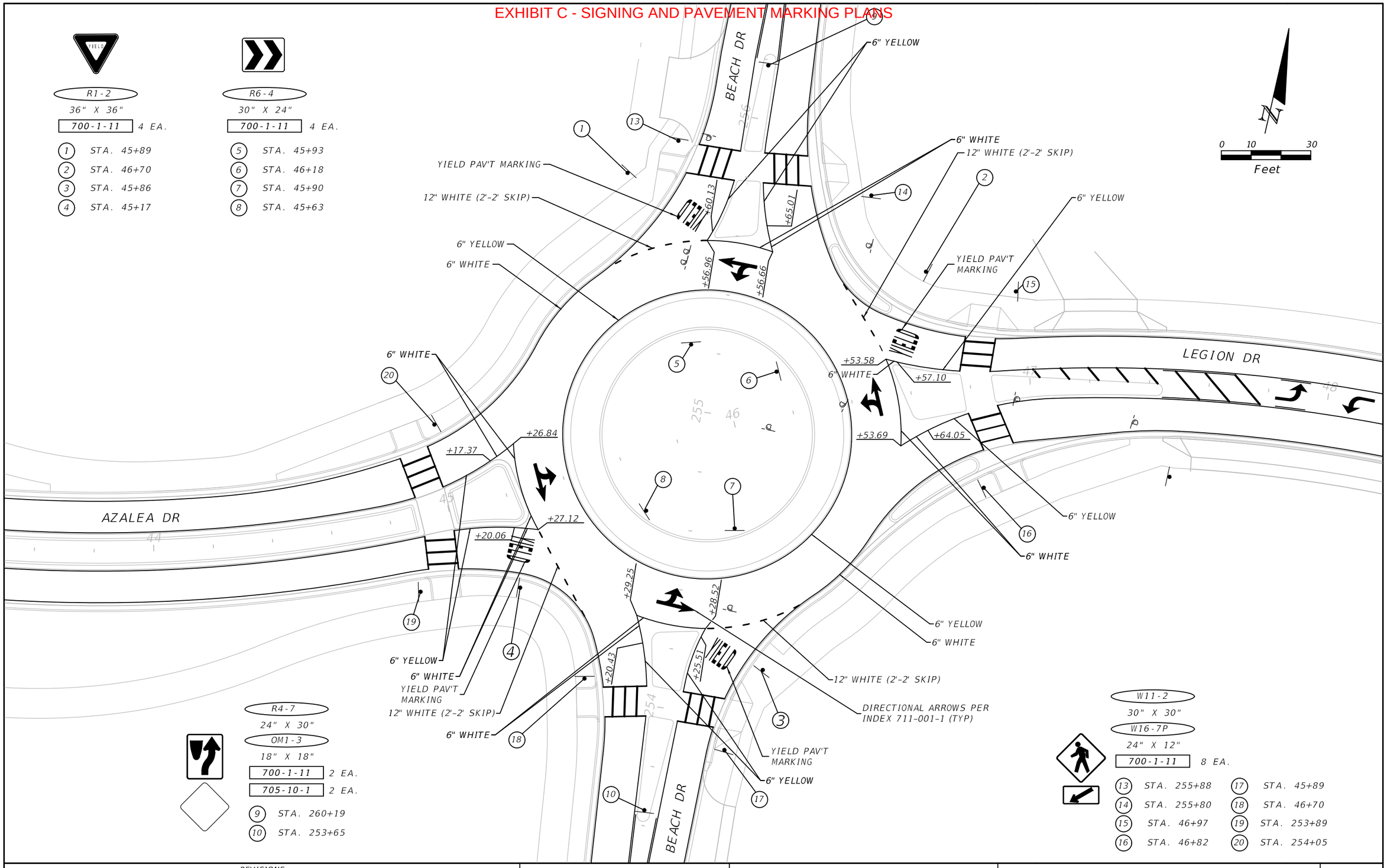
5 STA. 45+93
6 STA. 46+18
7 STA. 45+90
8 STA. 45+63

R4-7
24" X 30"
OM1-3
18" X 18"
700-1-11 2 EA.
705-10-1 2 EA.

9 STA. 260+19
10 STA. 253+65

W11-2
30" X 30"
W16-7P
24" X 12"
700-1-11 8 EA.

13 STA. 255+88
14 STA. 255+80
15 STA. 46+97
16 STA. 46+82
17 STA. 45+89
18 STA. 46+70
19 STA. 253+89
20 STA. 254+05



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

MATTHEW A. TAYLOR, P.E.
P.E. LICENSE NUMBER 56985
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32819
FBPE CERTIFICATE OF AUTHORIZATION NO. 24

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

ROUNDABOUT DETAIL

SHEET NO. S-10

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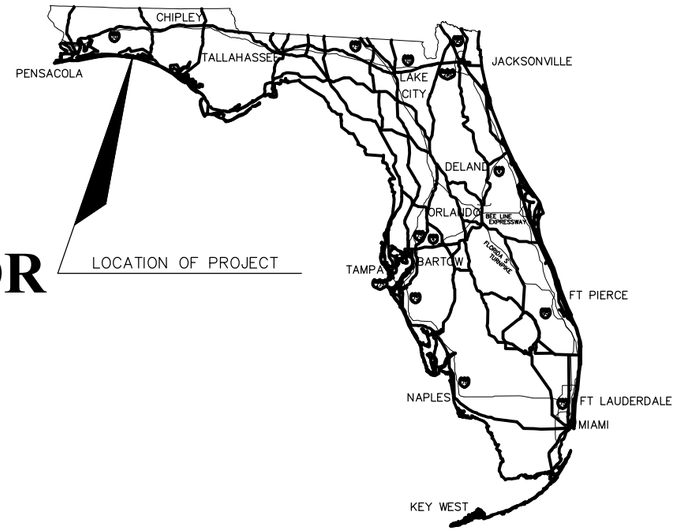
EXHIBIT D - LIGHTING PLANS

CITY OF DESTIN, FLORIDA

CONSTRUCTION PLANS

FOR

DESTIN CROSS TOWN CONNECTOR ROADWAY PROJECT



INDEX OF LIGHTING PLANS

SHEET NO.	SHEET DESCRIPTION
E-001	COVER SHEET
E-002	SUMMARY OF LIGHTING
E-003	ELECTRICAL LEGEND & NOTES
E-004	PANEL SCHEDULES & SPECIFICATIONS
E-005	LIGHTING SCHEDULE & DETAILS
E-100	STREET LIGHTING PLAN A-B
E-101	STREET LIGHTING PLAN C-D
E-102	STREET LIGHTING PLAN E-F
E-103	STREET LIGHTING PLAN G-H

LIGHTING PLANS

LIGHTING SHOP DRAWINGS TO BE SUBMITTED TO:

PROVIDED FOR INFORMATION ONLY
NO PHASE 1 CONSTRUCTION IN THIS SET

PREPARED BY:

ATKINS NORTH AMERICA, INC.
2114 Airport Blvd, Suite 1450
Pensacola, Florida 32504
Phone No. 850.478.9844
Certificate of Authorization # 24

BAGWELL ENGINEERING, INC.
216 E. Government St.
Pensacola, Florida 32502
Phone No. 850.462-8040
Fl Authorization # 30167

NOTE: THE SCALE OF THESE PLANS MAY HAVE CHANGED DUE TO REPRODUCTION.

100% PLANS
NOVEMBER 2022

KEY SHEET REVISIONS		
DATE	BY	DESCRIPTION

LIGHTING PLANS ENGINEER OF RECORD: DAVID M. BAGWELL, P.E.

P.E. NO.: 59251

THESE PLANS HAVE BEEN PREPARED IN ACCORDANCE WITH THE LATEST CITY OF DESTIN LAND DEVELOPMENT CODE AND FDOT STANDARDS & SPECIFICATIONS.

SHEET NO. E-001

SUMMARY OF LIGHTING

ITEM NO.	DESCRIPTION	UNIT	SHEET NUMBERS							
			E-100		E-101		E-102		E-103	
			PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL
630-2-11	CONDUIT IN OPEN TRENCH	LF	1350		1500		1600		1150	
639-1-122	NEW UNDERGROUND ELECTRIC POWER SERVICE WITH METER BASE	AS	1		–		–		1	
639-2-1	ELECTRIC SERVICE WIRE	LF	300		–		–		300	
715-1-11	LIGHTING-CONDUCTORS	LF	4050		4500		4800		3450	
715-4-215	LIGHT POLE COMPLETE (LUMINAIRE, POLE, FOUNDATION)	EA	16		17		17		14	
715-5-31	LUMINAIRE & BRACKET ARM	EA	16		17		17		15	
715-500-1	LIGHT POLE CABLE DISTRIBUTION SYSTEM	EA	16		17		17		14	

REVISIONS

DATE	DESCRIPTION	DATE	DESCRIPTION

BAGWELL ENGINEERING, INC
216 E. Government St. FL Authorization No. 30167
Pensacola, FL 32502 FL PE No. 59251
Phone: (850) 462-8040 Job Number: 21-061

ATKINS

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
		100044431

SUMMARY OF LIGHTING

SHEET NO.
E-002

EXHIBIT D - LIGHTING PLANS

ELECTRICAL GENERAL NOTES

1. GENERAL CONTRACTOR SHALL FIELD-VERIFY ALL EXISTING CONDITIONS PRIOR TO BEGINNING ANY WORK, AND SHALL IMMEDIATELY NOTIFY THE ENGINEER OF ANY DISCREPANCIES. FAILURE TO DO SO INDICATES THAT THE CONTRACTOR ACCEPTS THE CONDITIONS AS THEY EXIST, AND SHALL PERFORM THE WORK REQUIRED AS SHOWN AND SPECIFIED.
2. FURNISH ALL EQUIPMENT AND LABOR, PERFORM ALL LABOR WITH SUPERVISION, BEAR ALL EXPENSES, AS NECESSARY FOR THE SATISFACTORY COMPLETION OF ALL WORK READY FOR OPERATION.
3. COMPLY WITH ALL LOCAL CODE, LAWS, AND ORDINANCES APPLICABLE TO ELECTRICAL WORK, THE STATE BUILDING CODE, THE NATIONAL ELECTRIC CODE, AND UFC PUBLICATIONS. OBTAIN ALL PERMITS REQUIRED BY LOCAL ORDINANCES.
4. THE GENERAL CONTRACTOR SHALL NOTIFY THE CONTRACT MANAGER IMMEDIATELY OF ANY CONFLICTS/DISCREPANCIES BETWEEN DISCIPLINES BEFORE ORDERING EQUIPMENT/MATERIALS.
5. ALL CONDUCTORS INDICATED ON PLAN SHALL BE COPPER UNLESS NOTED OTHERWISE.
6. ALL ELECTRICAL WORK AND MATERIALS USED IN THIS PROJECT SHALL BE NEW, UNDERWRITERS' LABORATORIES (UL) LISTED AND LABELED, AND SHALL BE FURNISHED AND INSTALLED BY THE CONTRACTOR UNLESS NOTED OTHERWISE.
7. THE CONDUIT SYSTEMS UTILIZED SHALL BE AS FOLLOWS:
   A) BELOW GRADE – PVC SCHEDULE 80
   B) TRANSITIONS FROM BELOW GRADE (WHICH SHALL INCLUDE A 'RSC' FACTORY 90 DEGREE ELBOW) TO ABOVE GRADE AND/OR THRU SLAB – RIGID GALVANIZED STEEL (RGS)
8. ALL NEW CONDUITS RUN UNDERGROUND SHALL HAVE A MINIMUM BURIAL DEPTH OF 36" UNLESS NOTED OTHERWISE
9. WHERE CONFLICTS OCCUR ON ELECTRICAL DRAWINGS BETWEEN DRAWINGS, SPECIFICATIONS AND CODES, THE MOST STRINGENT REQUIREMENT THAT APPLIES SHALL BE ADHERED TO.
10. COORDINATE ALL WORK WITH OTHER TRADES PRIOR TO INSTALLATION.
11. ALL FINISHES AND COLORS SHALL BE APPROVED BY CITY OF DESTIN PRIOR TO ORDERING MATERIALS.
12. ALL GROUNDING SHALL BE IN ACCORDANCE WITH NEC.
13. ALL WIRING FOR LIGHTING CIRCUITS SHALL BE A MINIMUM OF #10 AWG COPPER UNLESS NOTED OTHERWISE.
14. ALL PANELBOARDS SHALL BE IN STAINLESS STEEL ENCLOSURES.
15. MINIMUM CONDUIT SIZE FOR LIGHTING CIRCUITS SHALL BE 1".

ELECTRICAL LEGEND

BRANCH CIRCUITING

- RUN UNDERGROUND
- LA-1 — HOMERUN TO PANEL. ANY CIRCUIT WITHOUT FURTHER IDENTIFICATION INDICATES 2 #10, 1 #10 GROUND – 1" C; 3 #10, 1 #10 GROUND – 1" C; 4 #10, 1 #10 GROUND – 3/4" C; ETC. AS PER NEC. LETTERS AND NUMERALS INDICATE PANEL AND CIRCUIT NUMBER

LIGHTING

- POLE MOUNTED LED LIGHTING FIXTURE

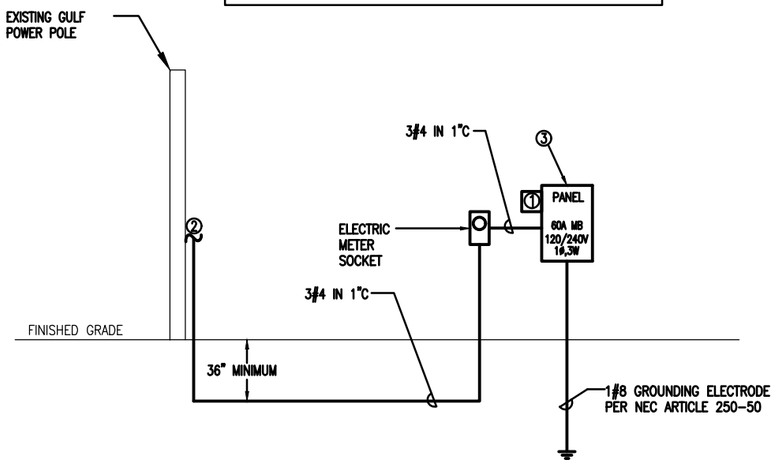
PANELS AND POWER

- 120/240V PANELBOARD. SEE TYPICAL PANEL MOUNTING DETAIL THIS SHEET.

MISCELLANEOUS

C.	CONDUIT
EMT	ELECTRICAL METALLIC TUBING
GND.	GROUND
GFCI	GROUND FAULT CIRCUIT INTERRUPTER
LFMC	LIQUID FLEXIBLE METAL CONDUIT
MTD.	MOUNTED
PVC	POLYVINYL CHLORIDE
RSC	RIGID STEEL CONDUIT
RGS	RIGID GALVANIZED STEEL
U.N.O.	UNLESS NOTED OTHERWISE
V.	VOLTS
WP	WEATHERPROOF

ELECTRICAL CONTRACTOR SHALL INCLUDE ALL REQUIRED UTILITY FEES IN THEIR BID.



TYPICAL POWER RISER DIAGRAM

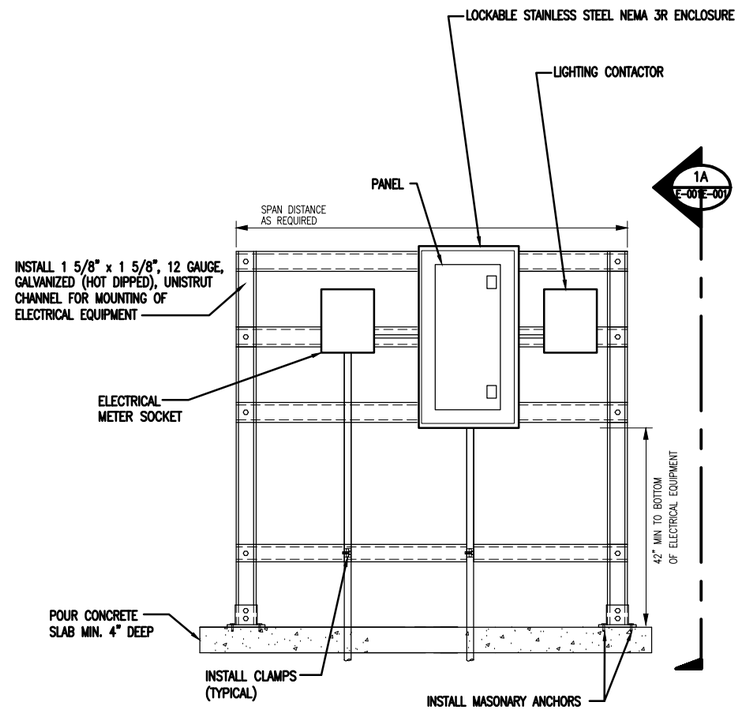
NOT TO SCALE

SITE POWER RISER DIAGRAM KEYNOTES:

① SURGE SUPPRESSOR;

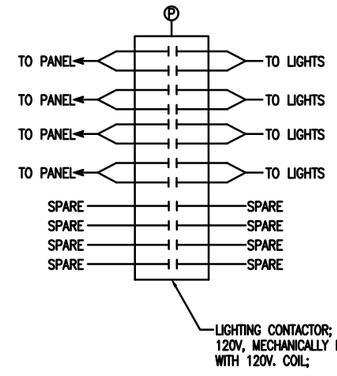
② 3#4 IN 1"C; COORDINATE EXACT CONNECTION WITH GULF POWER PRIOR TO CONSTRUCTION.

③ LOCKABLE STAINLESS STEEL NEMA 3R ENCLOSURE



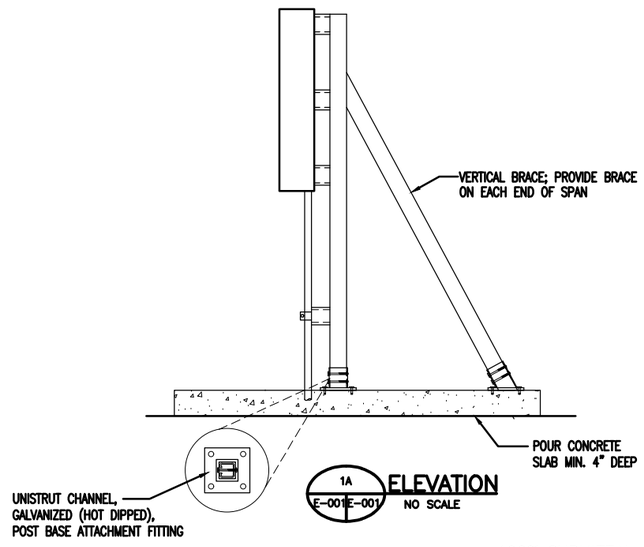
TYPICAL PANEL MOUNTING DETAIL

NOT TO SCALE



TYPICAL LIGHTING CONTROL DIAGRAM

NOT TO SCALE



100% SUBMITTAL
NOT FOR CONSTRUCTION

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BAGWELL ENGINEERING, INC
216 E. Government St. FL Authorization No. 30167
Pensacola, FL 32502 FL PE No. 59251
Phone: (850) 462-8040 Job Number: 21-061

ATKINS

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	OKALOOSA	100044431

ELECTRICAL LEGEND & NOTES

SHEET NO. E-003

EXHIBIT D - LIGHTING PLANS

120/240 VOLT 1ø 3W
60 AMP MAIN BREAKER

CIRCUIT BREAKER PANEL SCHEDULE LA1

UNISTRUT MOUNTED
NEMA 3R ENCLOSURE

CKT	LOAD DESCRIPTION	BREAKER POLE	BREAKER AMP	LOAD KVA		BREAKER AMP	BREAKER POLE	LOAD DESCRIPTION	CKT
1	LIGHTS	2	20	1.92	1.15	20	2	LIGHTS	2
3	↑	↑	↑			↑	↑	↑	4
5	LIGHTS	2	20	1.28	1.79	20	2	LIGHTS	6
7	↑	↑	↑			↑	↑	↑	8
9	LIGHTING CONTACTOR	1	20			20	2	SPARE	10
11	SPACE ONLY	–	––			↑	↑	↑	12
13	SPACE ONLY	–	––			––	–	SPACE ONLY	14
15	SPACE ONLY	–	––			––	–	SPACE ONLY	16
17	SPACE ONLY	–	––			––	–	SPACE ONLY	18
9	SPACE ONLY	–	––			––	–	SPACE ONLY	10
11	SPACE ONLY	–	––			30	2	SURGE SUPPRESSOR	12
13	SPACE ONLY	–	––			↑	↑	↑	14

TOTAL CONNECTED LOAD: 6.14 kVA
MINIMUM INTERRUPTING CAPACITY: 10,000 AMPS SYMMETRICAL

120/240 VOLT 1ø 3W
60 AMP MAIN BREAKER

CIRCUIT BREAKER PANEL SCHEDULE LA2

UNISTRUT MOUNTED
NEMA 3R ENCLOSURE

CKT	LOAD DESCRIPTION	BREAKER POLE	BREAKER AMP	LOAD KVA		BREAKER AMP	BREAKER POLE	LOAD DESCRIPTION	CKT
1	LIGHTS	2	20	1.41	1.02	20	2	LIGHTS	2
3	↑	↑	↑			↑	↑	↑	4
5	LIGHTS	2	20	1.41		20	2	SPARE	6
7	↑	↑	↑			↑	↑	↑	8
9	LIGHTING CONTACTOR	1	20			––	–	SPACE ONLY	10
11	SPACE ONLY	–	––			––	–	SPACE ONLY	12
13	SPACE ONLY	–	––			––	–	SPACE ONLY	14
15	SPACE ONLY	–	––			––	–	SPACE ONLY	16
17	SPACE ONLY	–	––			––	–	SPACE ONLY	18
9	SPACE ONLY	–	––			––	–	SPACE ONLY	10
11	SPACE ONLY	–	––			30	2	SURGE SUPPRESSOR	12
13	SPACE ONLY	–	––			↑	↑	↑	14

TOTAL CONNECTED LOAD: 3.58 kVA
MINIMUM INTERRUPTING CAPACITY: 10,000 AMPS SYMMETRICAL

CONDUIT SPECIFICATIONS

1. RIGID METAL CONDUIT SHALL COMPLY WITH UL 6.
2. PVC CONDUIT FOR FOR DIRECT BURIAL SHALL BE SCHEDULE 80 AND COMPLY WITH UL 651 AND NEMA TC 2.
3. RUN CONDUIT IN STRAIGHT LINES EXCEPT WHERE A CHANGE OF DIRECTION IS NECESSARY. PROVIDE NUMBERS AND SIZES OF DUCTS AS INDICATED.
4. PERFORM CHANGES IN DUCTBANK DIRECTION AS FOLLOWS:
   A. SHORT–RADIUS MANUFACTURED 90–DEGREE DUCT BENDS MAY BE USED ONLY FOR POLE OR EQUIPMENT RISERS, UNLESS SPECIFICALLY INDICATED AS ACCEPTABLE.
   B. THE MINIMUM MANUFACTURED BEND RADIUS MUST BE 18 INCHES
   C. AS AN EXCEPTION TO THE BEND RADIUS REQUIRED ABOVE, PROVIDE FIELD MANUFACTURED LONGSWEEP BENDS HAVING A MINIMUM RADIUS OF 25 FEET FOR A CHANGE OF DIRECTION OF MORE THAN 5 DEGREES, EITHER HORIZONTALLY OR VERTICALLY, USING A COMBINATION OF CURVED AND STRAIGHT SECTIONS. MAXIMUM MANUFACTURED CURVED SECTIONS: 30 DEGREES.
5. DUCTS MUST BE KEPT CLEAN OF CONCRETE, DIRT, OR FOREIGN SUBSTANCES DURING CONSTRUCTION. FIELD CUTS REQUIRING TAPERS MUST BE MADE WITH PROPER TOOLS AND MATCH FACTORY TAPERS. A COUPLING RECOMMENDED BY THE DUCT MANUFACTURER MUST BE USED WHENEVER AN EXISTING DUCT IS CONNECTED TO A DUCT OF DIFFERENT MATERIAL OR SHAPE. DUCTS MUST BE STORED TO AVOID WARPING AND DETERIORATION WITH ENDS SUFFICIENTLY PLUGGED TO PREVENT ENTRY OF ANY WATER OR SOLID SUBSTANCES. DUCTS MUST BE THOROUGHLY CLEANED BEFORE BEING LAID. PLASTIC DUCTS MUST BE STORED ON A FLAT SURFACE AND PROTECTED FROM THE DIRECT RAYS OF THE SUN.
6. DRAW A STIFF BRISTLE BRUSH THROUGH UNTIL CONDUIT IS CLEAR OF PARTICLES OF EARTH, SAND AND GRAVEL; THEN IMMEDIATELY INSTALL CONDUIT PLUGS.
5. DEPTHS TO TOP OF THE CONDUIT FOR BRANCH CIRCUITS MUST BE NOT LESS THAN 24 INCHES BELOW FINISHED GRADE. PROVIDE NOT LESS THAN 3 INCHES CLEARANCE FROM THE CONDUIT TO EACH SIDE OF THE TRENCH. GRADE BOTTOM OF TRENCH SMOOTH; WHERE ROCK, SOFT SPOTS, OR SHARP–EDGED MATERIALS ARE ENCOUNTERED, EXCAVATE THE BOTTOM FOR AN ADDITIONAL 3 INCHES, FILL AND TAMP LEVEL WITH ORIGINAL BOTTOM WITH SAND OR EARTH FREE FROM PARTICLES, THAT WOULD BE RETAINED ON A 1/4 INCH SIEVE. THE FIRST 6 INCH LAYER OF BACKFILL COVER MUST BE SAND COMPACTED AS PREVIOUSLY SPECIFIED. THE REST OF THE EXCAVATION MUST BE BACKFILLED AND COMPACTED IN< 3 TO 6 INCH LAYERS. PROVIDE RED 3 INCH WIDE DETECTABLE WARNING TAPE.

PANELBOARD SPECIFICATIONS

PANELBOARDS

PART 1 – GENERAL
1.1 SUMMARY
A. SECTION INCLUDES DISTRIBUTION PANELBOARDS AND LIGHTING AND APPLIANCE BRANCH–CIRCUIT PANELBOARDS.
1.2 QUALITY ASSURANCE
A. ELECTRICAL COMPONENTS, DEVICES, AND ACCESSORIES: LISTED AND LABELED AS DEFINED IN NFPA 70, BY A QUALIFIED TESTING AGENCY, AND MARKED FOR INTENDED LOCATION AND APPLICATION.
B. COMPLY WITH NEMA PB 1.
C. COMPLY WITH NFPA 70.
1.3 WARRANTY
A. SPECIAL WARRANTY: MANUFACTURER'S STANDARD FORM IN WHICH MANUFACTURER AGREES TO REPAIR OR REPLACE TRANSIENT VOLTAGE SUPPRESSION DEVICES THAT FAIL IN MATERIALS OR WORKMANSHIP WITHIN SPECIFIED WARRANTY PERIOD.
1. WARRANTY PERIOD: FIVE YEARS FROM DATE OF SUBSTANTIAL COMPLETION.
PART 2 – PRODUCTS
2.1 GENERAL REQUIREMENTS FOR PANELBOARDS
A. ENCLOSURES: SURFACE–MOUNTED CABINETS.
1. RATED FOR ENVIRONMENTAL CONDITIONS AT INSTALLED LOCATION.
a. OUTDOOR LOCATIONS: NEMA 250, TYPE 3R, STAINLESS STEEL.
2. FRONT: SECURED TO BOX WITH CONCEALED TRIM CLAMPS.
3. HINGED FRONT COVER: ENTIRE FRONT TRIM HINGED TO BOX AND WITH STANDARD DOOR WITHIN HINGED TRIM COVER.
4. DIRECTORY CARD: INSIDE PANELBOARD DOOR, MOUNTED IN TRANSPARENT CARD HOLDER.
B. INCOMING MAINS LOCATION: TOP AND BOTTOM.
C. PHASE, NEUTRAL, AND GROUND BUSES: HARD–DRAWN COPPER, 98 PERCENT CONDUCTIVITY.
D. CONDUCTOR CONNECTORS: SUITABLE FOR USE WITH CONDUCTOR MATERIAL AND SIZES.
1. MATERIAL: HARD–DRAWN COPPER, 98 PERCENT CONDUCTIVITY.
2. MAIN AND NEUTRAL LUGS: MECHANICAL TYPE.
3. GROUND LUGS AND BUS CONFIGURED TERMINATORS: MECHANICAL TYPE.
4. FEED–THROUGH LUGS: MECHANICAL TYPE, SUITABLE FOR USE WITH CONDUCTOR MATERIAL. LOCATE AT OPPOSITE END OF BUS FROM INCOMING LUGS OR MAIN DEVICE.
5. SUBFEED (DOUBLE) LUGS: MECHANICAL TYPE SUITABLE FOR USE WITH CONDUCTOR MATERIAL. LOCATE AT SAME END OF BUS AS INCOMING LUGS OR MAIN DEVICE.
E. SERVICE EQUIPMENT LABEL: NRTL LABELED FOR USE AS SERVICE EQUIPMENT FOR PANELBOARDS WITH ONE OR MORE MAIN SERVICE DISCONNECTING AND OVERCURRENT PROTECTIVE DEVICES.
F. FUTURE DEVICES: MOUNTING BRACKETS, BUS CONNECTIONS, FILLER PLATES, AND NECESSARY APPURTENANCES REQUIRED FOR FUTURE INSTALLATION OF DEVICES.
G. PANELBOARD SHORT–CIRCUIT CURRENT RATING: RATED FOR SERIES–CONNECTED SYSTEM WITH INTEGRAL OR REMOTE UPSTREAM OVERCURRENT PROTECTIVE DEVICES AND LABELED BY AN NRTL. INCLUDE SIZE AND TYPE OF ALLOWABLE UPSTREAM AND BRANCH DEVICES, AND LISTED AND LABELED FOR SERIES–CONNECTED SHORT–CIRCUIT RATING BY AN NRTL.
H. PANELBOARD SHORT–CIRCUIT CURRENT RATING: FULLY RATED TO INTERRUPT SYMMETRICAL SHORT–CIRCUIT CURRENT AVAILABLE AT TERMINALS.
2.2 PERFORMANCE REQUIREMENTS
A. SURGE SUPPRESSION: FACTORY INSTALLED AS AN INTEGRAL PART OF INDICATED PANELBOARDS, COMPLYING WITH UL 1449 SPD TYPE 1.
2.3 PANELBOARDS
A. PANELBOARDS, AS SPECIFIED IN THIS ARTICLE, FALL UNDER REQUIREMENTS OF "POWER PANELBOARDS" IN NFPA 70.
B. PANELBOARDS: NEMA PB 1, POWER AND FEEDER DISTRIBUTION TYPE.
C. DOORS: SECURED WITH VAULT–TYPE LATCH WITH TUMBLER LOCK; KEYED ALIKE.
D. MAINS: CIRCUIT BREAKER.
E. BRANCH OVERCURRENT PROTECTIVE DEVICES: FOR CIRCUIT–BREAKER FRAME SIZES 125 A AND SMALLER: BOLT–ON CIRCUIT BREAKERS.
PART 3 – EXECUTION
3.1 INSTALLATION
A. RECEIVE, INSPECT, HANDLE, STORE AND INSTALL PANELBOARDS AND ACCESSORIES ACCORDING TO NECA 407.Z E
B. MOUNT TOP OF TRIM 90 INCHES (2286 MM) ABOVE FINISHED FLOOR UNLESS OTHERWISE INDICATED.
C. MOUNT PANELBOARD CABINET PLUMB AND RIGID WITHOUT DISTORTION OF BOX. MOUNT RECESSED PANELBOARDS WITH FRONTS UNIFORMLY FLUSH WITH WALL FINISH AND MATING WITH BACK BOX.
D. INSTALL OVERCURRENT PROTECTIVE DEVICES AND CONTROLLERS NOT ALREADY FACTORY INSTALLED.
1. SET FIELD–ADJUSTABLE, CIRCUIT–BREAKER TRIP RANGES.
F. INSTALL FILLER PLATES IN UNUSED SPACES.
G. STUB FOUR 1–INCH (27–GRC) EMPTY CONDUITS FROM PANELBOARD INTO ACCESSIBLE CEILING SPACE OR SPACE DESIGNATED TO BE CEILING SPACE IN THE FUTURE. STUB FOUR 1–INCH (27–GRC) EMPTY CONDUITS INTO RAISED FLOOR SPACE OR BELOW SLAB NOT ON GRADE.
H. ARRANGE CONDUCTORS IN GUTTERS INTO GROUPS AND BUNDLE AND WRAP WITH WIRE TIES.
I. COMPLY WITH NECA 1.
3.2 IDENTIFICATION
A. IDENTIFY FIELD–INSTALLED CONDUCTORS, INTERCONNECTING WIRING, AND COMPONENTS; PROVIDE WARNING SIGNS COMPLYING WITH SECTION 260553 "IDENTIFICATION FOR ELECTRICAL SYSTEMS."
B. CREATE A DIRECTORY TO INDICATE INSTALLED CIRCUIT LOADS AND INCORPORATING OWNER'S FINAL ROOM DESIGNATIONS. OBTAIN APPROVAL BEFORE INSTALLING. USE A COMPUTER OR TYPEWRITER TO CREATE DIRECTORY; HANDWRITTEN DIRECTORIES ARE NOT ACCEPTABLE.
C. PANELBOARD NAMEPLATES: LABEL EACH PANELBOARD
3.3 FIELD QUALITY CONTROL
A. PERFORM TESTS AND INSPECTIONS.
B. ACCEPTANCE TESTING PREPARATION:
1. TEST INSULATION RESISTANCE FOR EACH PANELBOARD BUS, COMPONENT, CONNECTING SUPPLY, FEEDER, AND CONTROL CIRCUIT.
2. TEST CONTINUITY OF EACH CIRCUIT.

CONDUCTOR SPECIFICATIONS

1. PROVIDE WIRES AND CABLES IN ACCORDANCE APPLICABLE REQUIREMENTS OF NFPA 70 AND UL FOR TYPE OF INSULATION, JACKET, AND CONDUCTOR SPECIFIED OR INDICATED. DO NOT USE WIRES AND CABLES MANUFACTURED MORE THAN 12 MONTHS PRIOR TO DATE OF DELIVERY TO SITE.
2. PROVIDE THE FOLLOWING:
   a. CONDUCTOR SIZES AND CAPACITIES SHOWN ARE BASED ON COPPER, UNLESS INDICATED OTHERWISE.
   b. CONDUCTORS NO. 8 AWG AND LARGER DIAMETER: STRANDED.
   c. CONDUCTORS NO. 10 AWG AND SMALLER DIAMETER: SOLID.
3. ALL CONDUCTORS SHALL BE COPPER.
4. PROVIDE MINIMUM CONDUCTOR SIZE IN ACCORDANCE WITH THE FOLLOWING:
   a. BRANCH CIRCUITS: NO. 10 AWG.
5. PROVIDE COLOR CODING FOR BRANCH CIRCUIT CONDUCTORS.
   5.1 PROVIDE COLOR CODING OF GROUND AND NEUTRAL CONDUCTORS AS FOLLOWS:
   a. GROUNDING CONDUCTORS: GREEN.
   5.2 PROVIDE COLOR CODING OF UNGROUNDED CONDUCTORS IN DIFFERENT VOLTAGE SYSTEMS AS FOLLOWS:
   a. PHASE A – BLACK
   b. PHASE B – RED
6. UNLESS SPECIFIED OR INDICATED OTHERWISE OR REQUIRED BY NFPA 70, PROVIDE POWER AND LIGHTING WIRES RATED FOR 600–VOLTS, TYPE XHHW CONFORMING TO UL 44, EXCEPT THAT GROUNDING WIRE MAY BE TYPE TW CONFORMING TO UL 83; REMOTE–CONTROL AND SIGNAL CIRCUITS: TYPE TW OR TF, CONFORMING TO UL 83. WHERE LIGHTING FIXTURES REQUIRE 90–DEGREE CENTIGRADE (C) CONDUCTORS, PROVIDE ONLY CONDUCTORS WITH 90–DEGREE C INSULATION OR BETTER.
7. BONDING CONDUCTORS SHALL BE ASTM B1, SOLID BARE COPPER WIRE FOR SIZES NO. 8 AWG AND SMALLER DIAMETER; ASTM B8, CLASS B, STRANDED BARE COPPER WIRE FOR SIZES NO. 6 AWG AND LARGER DIAMETER.
8. PROVIDE INSULATED CONDUCTORS INSTALLED IN EMT, EXCEPT WHERE SPECIFICALLY INDICATED OR SPECIFIED OTHERWISE OR REQUIRED BY NFPA 70 TO BE INSTALLED OTHERWISE. GROUNDING CONDUCTOR: SEPARATE FROM ELECTRICAL SYSTEM NEUTRAL CONDUCTOR. PROVIDE INSULATED GREEN EQUIPMENT GROUNDING CONDUCTOR FOR CIRCUIT(S) INSTALLED IN CONDUIT AND RACEWAYS. MINIMUM CONDUIT SIZE: 1/2 INCH IN DIAMETER. FIRESTOP CONDUIT WHICH PENETRATES FIRE–RATED WALLS, FIRE–RATED PARTITIONS AS REQUIRED.
9. SPLICES OF LOW–VOLTAGE CONDUCTORS ARE NOT ALLOWED.

DIRECTIONAL BORING SPECIFICATIONS

1. UTILIZE HDPE CONDUIT FOR DIRECTIONAL BORING.
2. HDPE SHALL BE SMOOTHWALL, APPROVED/LISTED FOR DIRECTIONAL BORING, MINIMUM SCHEDULE 80, ASTM F2160, NEMA TC 7.
3. DEPTHS TO THE TOP OF THE CONDUIT MUST NOT BE LESS THAN 24 INCHES IN PAVEMENT– OR NON–PAVEMENT–COVERED AREAS.

100% SUBMITTAL
NOT FOR CONSTRUCTION

REVISIONS

DATE	DESCRIPTION	DATE	DESCRIPTION

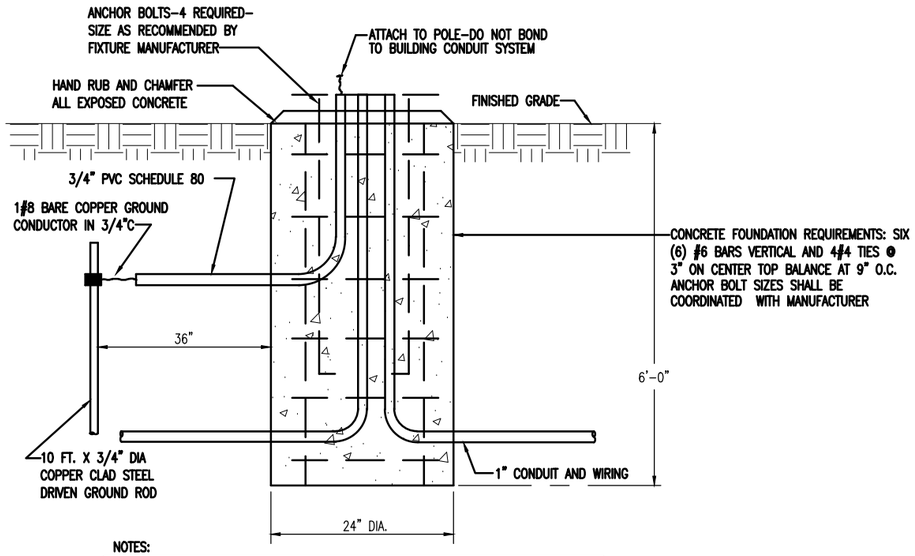
BAGWELL ENGINEERING, INC
216 E. Government St. FL Authorization No. 30167
Pensacola, FL 32502 FL PE No. 59251
Phone: (850) 462-8040 Job Number: 21-061

ATKINS

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	OKALOOSA	100044431

ELECTRICAL LEGEND & NOTES

SHEET NO.
E–004



NOTES:

– INSTALL CONCRETE POLE BASE ACCORDING TO MANUFACTURER'S RECOMMENDATIONS

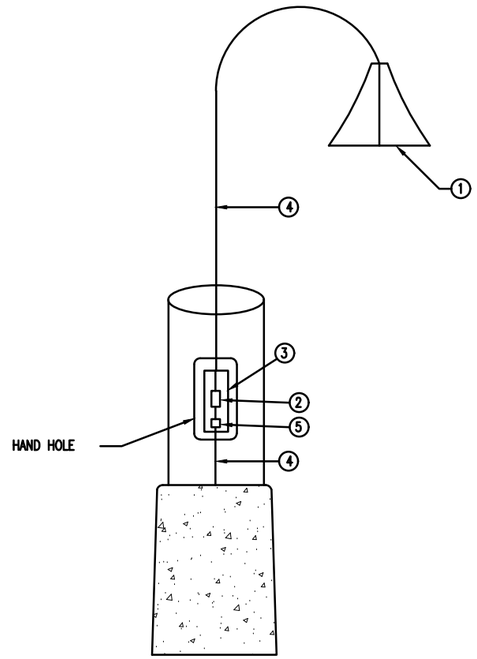
– VERIFY BOLT CIRCLE PATTERN WITH MANUFACTURER

CONCRETE POLE BASE DETAIL FOR FIXTURE 'LP'

NOT TO SCALE

STRUCTURAL CALCULATIONS

DETAILS PROVIDED ARE FOR REFERENCE ONLY TO AID CONTRACTOR IN BIDDING. ELECTRICAL CONTRACTOR SHALL FURNISH DETAILED STRUCTURAL CALCULATIONS FOR EXACT POLE AND LIGHT FIXTURE COMBINATION TO BE INSTALLED.



ITEM #	DESCRIPTION
①	LED FIXTURE; SEE LIGHTING FIXTURE SCHEDULE FOR EXACT FIXTURE
②	SURGE SUPPRESSOR
③	HANDHOLE
④	#10 WIRING TO LIGHT FIXTURE
⑤	IN–LINE FUSE HOLDER, AND RATED FOR 600V. WIRE CONNECTIONS IN THE FUSE HOLDERS SHALL BE COPPER SETSCREW TYPE. FUSED CONNECTIONS SHALL UTILIZE FNQ 10A TIME DELAY FUSE RATED FOR 500V IN ACCORDANCE WITH FDOT REQUIREMENTS. FUSE HOLDERS SHALL BE WATER RESISTANT OR SUBMERSIBLE RATED.

POLE WIRING DETAIL

NOT TO SCALE

FEATURES
POLE TYPE: NOMINAL 15' ROUND FLUTED ALUMINUM POLE

MOUNTING: STANDARD POLE MOUNT

BASE: DECORATIVE FLUTED CAST ALUMINUM BASE COVER NOMINAL 29" HEIGHT

NOMINAL DIMENSIONS: NOM OD – 5"; WALL THICKNESS – 0.208"

GENERAL DESCRIPTION
HOUSING: FLUTED ALUMINUM POLE WITH 4–BOLT ANCHOR BASE AND TENON TOP

ELECTRICAL: POLE SHALL HAVE FACTORY HANDHOLE

FINISH: BLACK

OTHER: FURNISH WITH POLE CAP



FLUTED ALUMINUM POLE



FEATURES
LAMP TYPE: LED 4000K
LUMEN MAINTENANCE: L70 PER LM–80 >100,000 HRS

MOUNTING: TOP ARM MOUNT

LED DRIVER RATING: IP66

WARRANTY: 5–YEAR LIMITED WARRANTY

(21" DIA X 15" H) NOM. DIMENSIONS

GENERAL DESCRIPTION
HOUSING: DIE–CAST ALUMINUM. TOOL–LESS ACCESS

ELECTRICAL: UNIVERSAL VOLTAGE

FINISH: BLACK

OTHER: UL LISTED WET LOCATION, INTEGRAL SURGE PROTECTOR, INTEGRAL RECEPTACLE WITH PHOTOCELL

LED POLE MOUNT AREA LIGHT MARK 'LP'

LIGHTING FIXTURE SCHEDULE

MARK	BASIS OF DESIGN	LAMPS No.	LAMPS TYPE	MOUNTING	REMARKS
PL	PHILIPS HADCO CXF6–80–G2–T–A–5–NA–5–SP2–N		LED	POLE MOUNTED 20' ABOVE GRADE	13,000 LUMEN FIXTURE, TYPE 5 DISTRIBUTION, 4000K, 240V, INTEGRAL PHOTOCELL, TYPE V DISTRIBUTION, 128 WATTS
POLE				CONCRETE POLE BASE SEE DETAIL	15' ROUND ALUMINUM POLE

NOTES:

– ALL FIXTURES MUST BE APPROVED BY THE CITY OF DESTIN PRIOR TO ORDERING

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216 E. Government St. FL Authorization No. 30167
Pensacola, FL 32502 FL PE No. 59251
Phone: (850) 462-8040 Job Number: 21-061

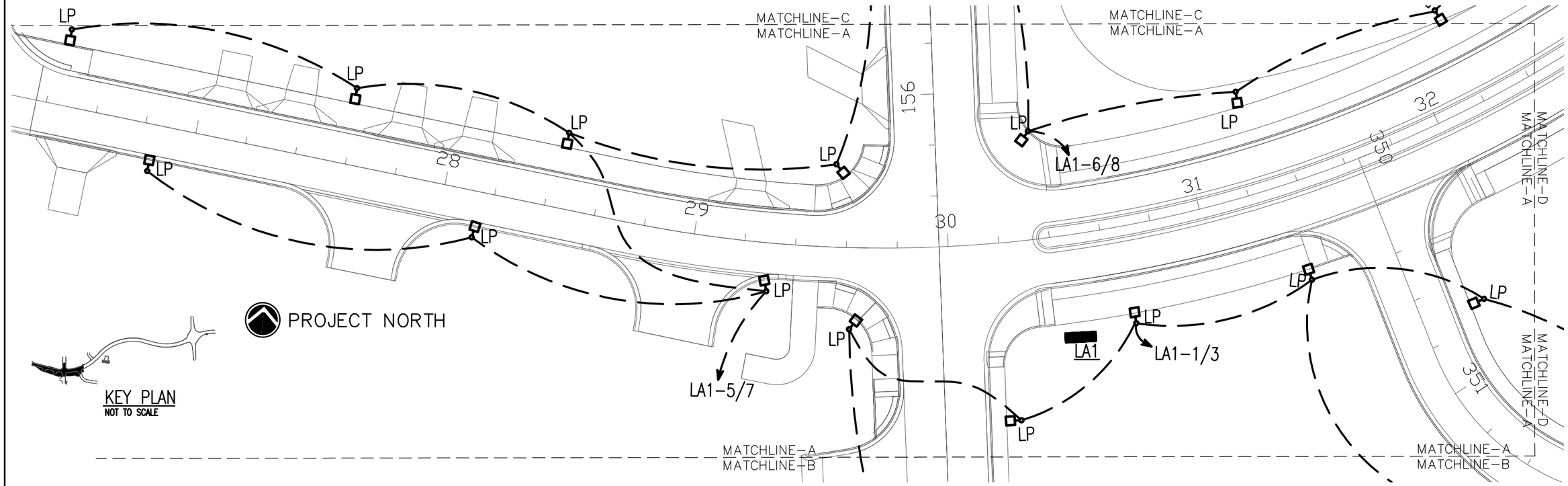
ATKINS

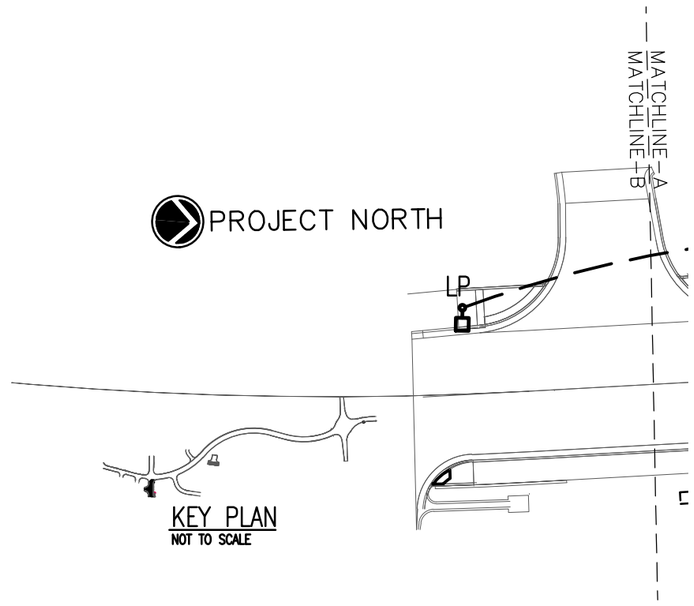
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	OKALOOSA	100044431

ELECTRICAL LEGEND & NOTES

SHEET NO.
E–005

EXHIBIT D - LIGHTING PLANS





WIRING NOTE

ALL LIGHTING CIRCUITS SHALL CONSIST OF #10 AWG CONDUCTORS INSTALLED IN 1" CONDUIT. LIGHTING CIRCUITS SHALL BE ROUTED THROUGH LIGHTING CONTACTOR. SEE LIGHTING CONTROL DIAGRAM SHEET E–003. DIRECTIONAL BORING SHALL BE UTILIZED WHEN INSTALLING NEW CONDUIT ACROSS ANY EXISTING PAVED SURFACES.

40' 0' 40' 80'
SCALE: 1"=40'-0"

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216 E. Government St. FL Authorization No. 30167
Pensacola, FL 32502 FL PE No. 59251
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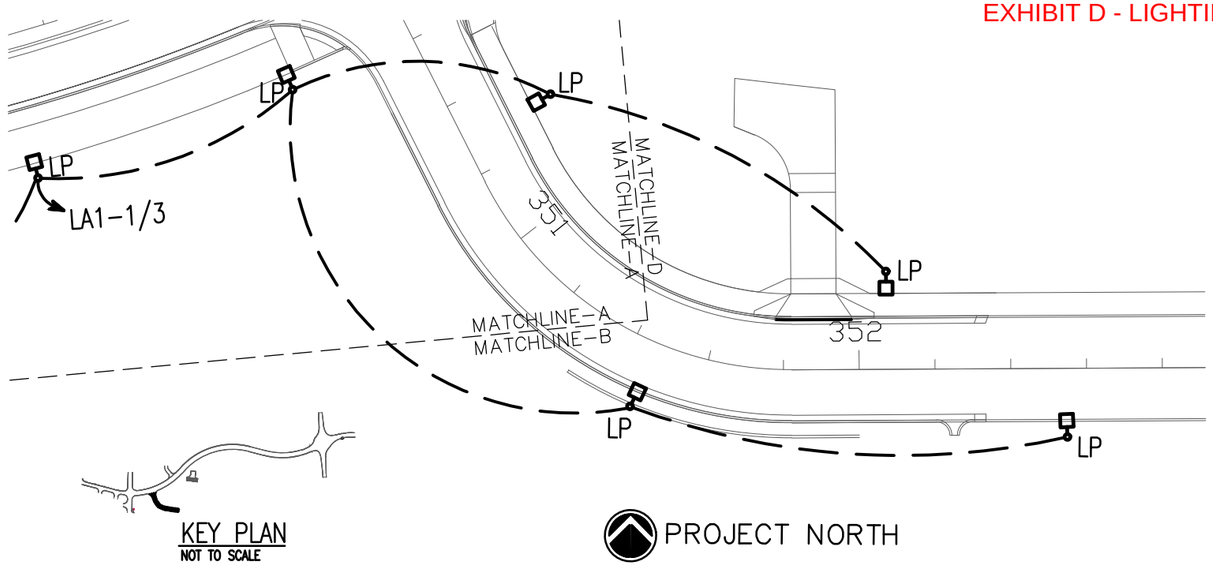
ATKINS

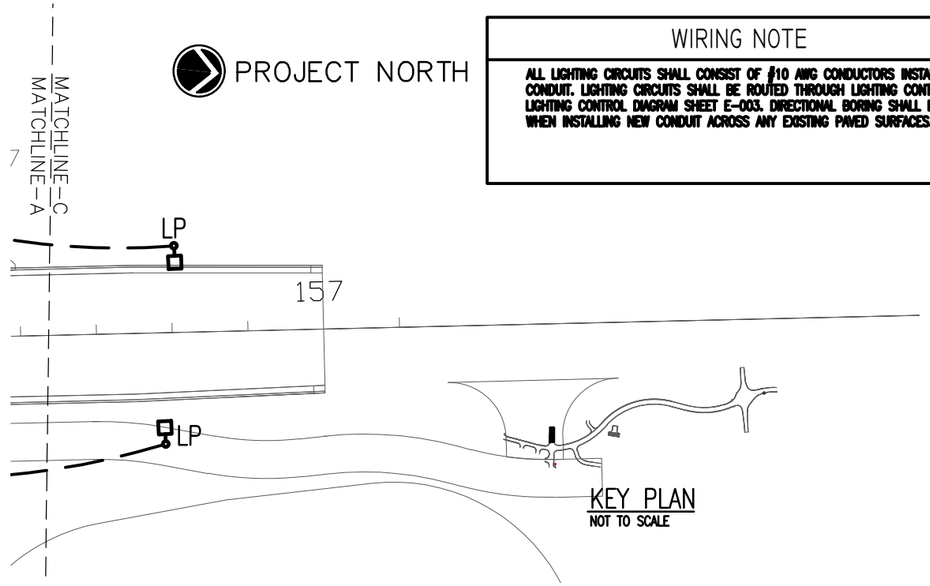
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	OKALOOSA	100044431

STREET LIGHTING PLAN A–B

SHEET NO.
E–100

EXHIBIT D - LIGHTING PLANS





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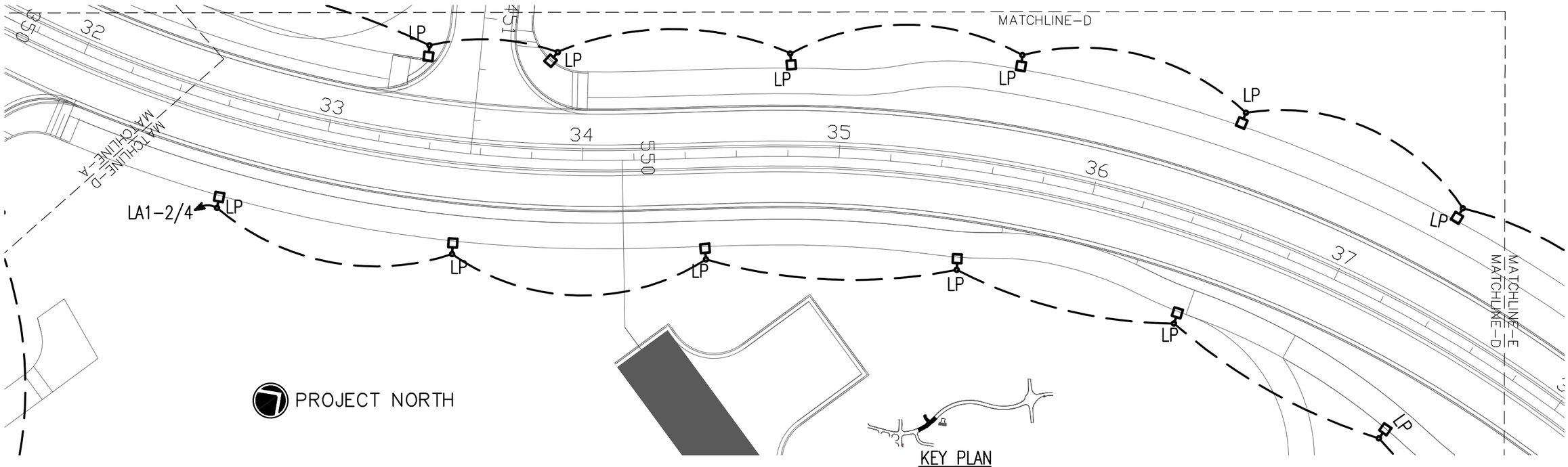

40' 0' 40' 80'
SCALE: 1"=40'-0"

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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BAGWELL ENGINEERING, INC
216 E. Government St. Pensacola, FL 32502 Phone: (850) 462-8040
FL Authorization No. 30167 FL PE No. 59251 Job Number: 21-061

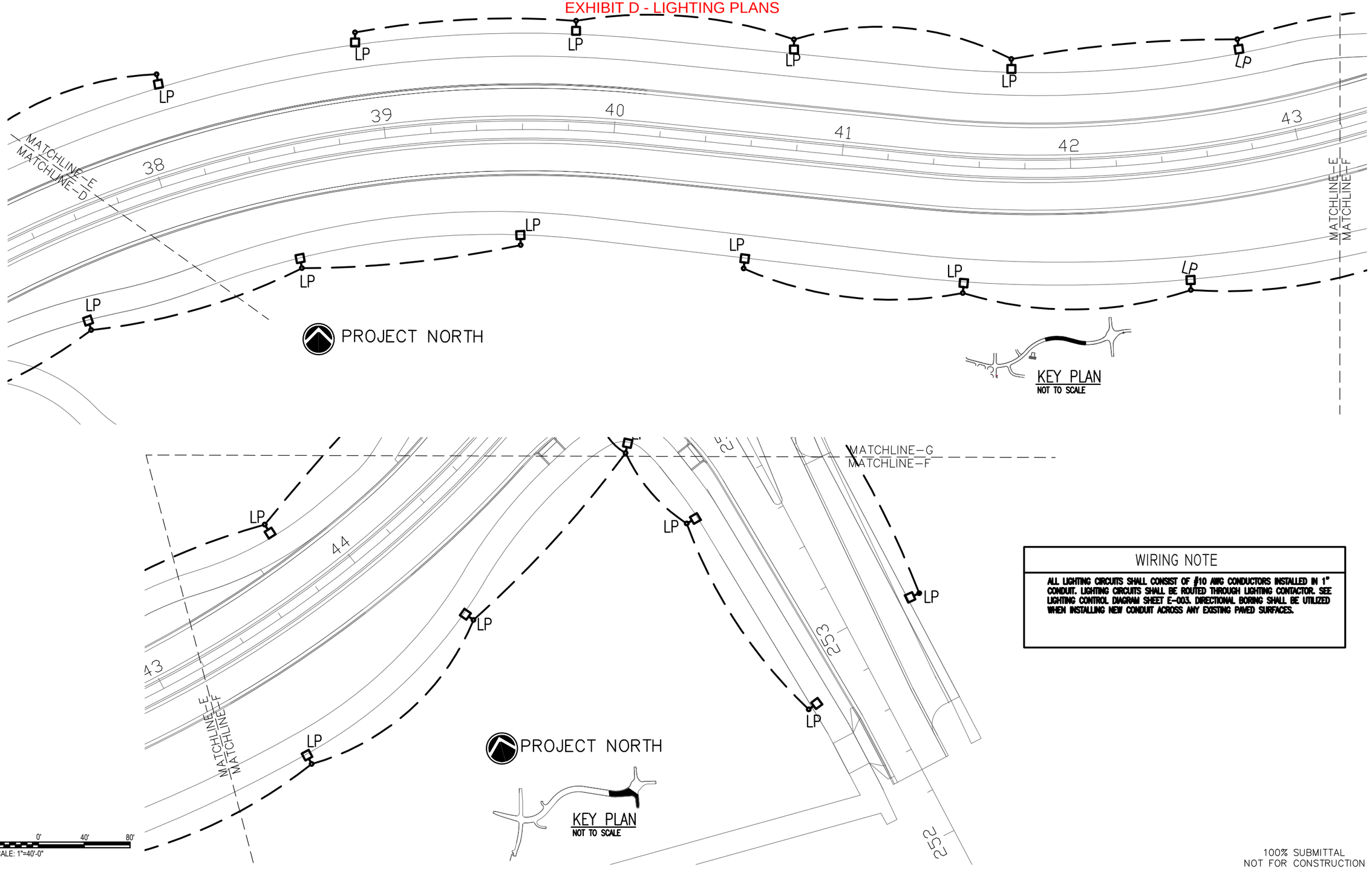
ATKINS

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	OKALOOSA	100044431

STREET LIGHTING PLAN C-D

SHEET NO.
E-101

EXHIBIT D - LIGHTING PLANS



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REVISIONS			
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BAGWELL ENGINEERING, INC
216 E. Government St. FL Authorization No. 30167
Pensacola, FL 32502 FL PE No. 59251
Phone: (850) 462-8040 Job Number: 21-061

ATKINS

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	OKALOOSA	100044431

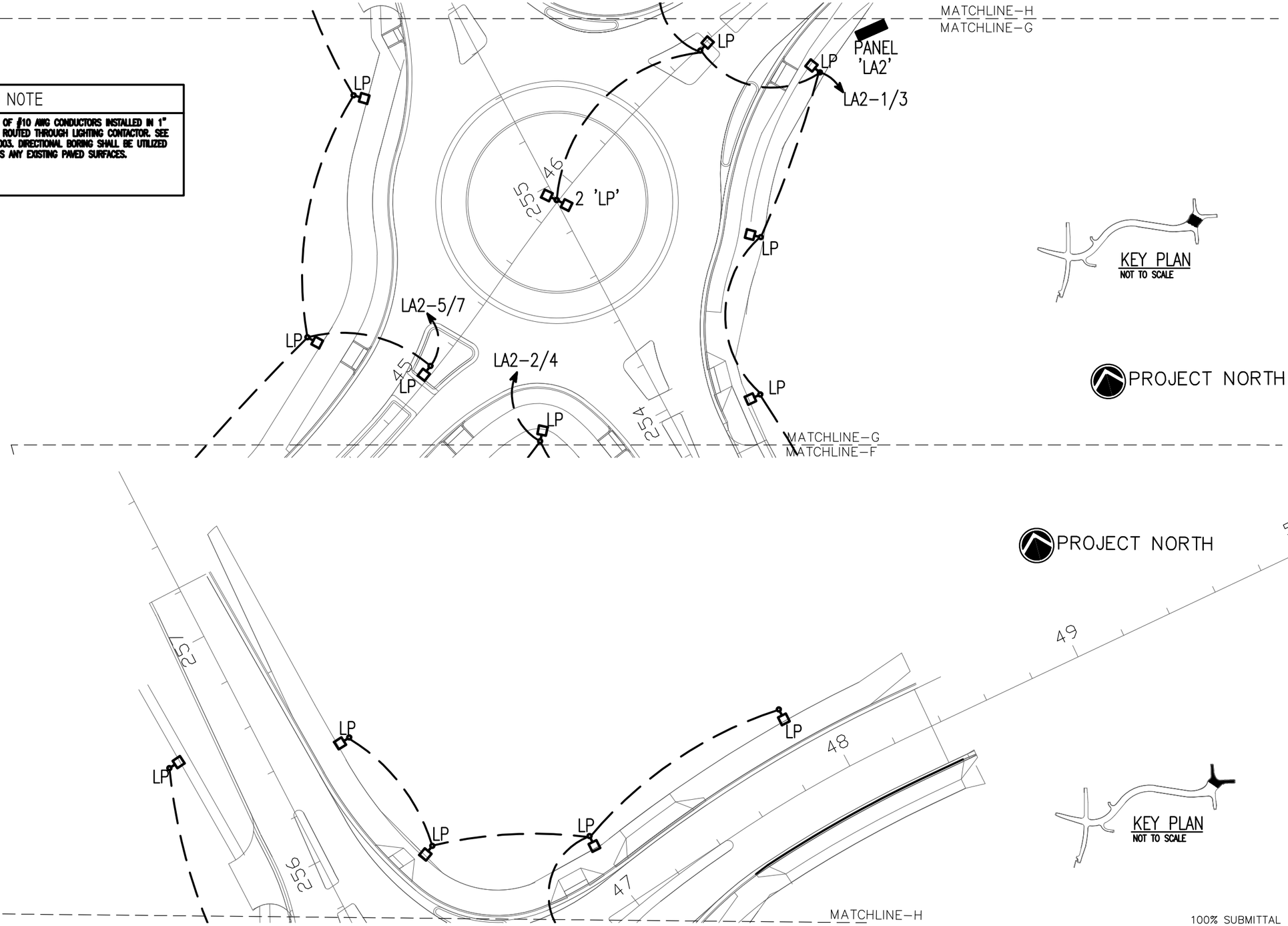
STREET LIGHTING PLAN E-F

SHEET NO.
E-102

EXHIBIT D - LIGHTING PLANS

WIRING NOTE

ALL LIGHTING CIRCUITS SHALL CONSIST OF #10 AWG CONDUCTORS INSTALLED IN 1" CONDUIT. LIGHTING CIRCUITS SHALL BE ROUTED THROUGH LIGHTING CONTACTOR. SEE LIGHTING CONTROL DIAGRAM SHEET E-003. DIRECTIONAL BORING SHALL BE UTILIZED WHEN INSTALLING NEW CONDUIT ACROSS ANY EXISTING PAVED SURFACES.



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	OKALOOSA	100044431

STREET LIGHTING PLAN G–H

SHEET NO.
E–103

EXHIBIT E - LANDSCAPE PLANS

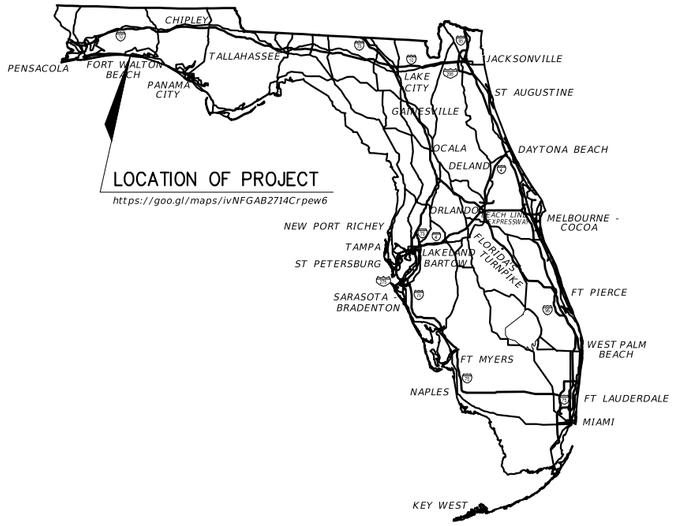
CITY OF DESTIN

CONTRACT PLANS

FINANCIAL PROJECT ID 440553-1-X4-01

OKALOOSA COUNTY

DESTIN CROSS TOWN CONNECTOR



LANDSCAPE PLANS

PHASE IV (100%) SUBMITTAL
NOVEMBER 2022

PROVIDED FOR INFORMATION ONLY
NO PHASE 1 CONSTRUCTION IN THIS SET

INDEX OF LANDSCAPE PLANS

SHEET NO.	SHEET DESCRIPTION
LD-01	KEY SHEET
LD-02	SIGNATURE SHEET
LD-03	LANDSCAPE NOTES
LD-04	LANDSCAPE SCHEDULE
LD-05	LAYOUT PLAN
LD-06 TO LD-10	LANDSCAPE PLANS
LD-11	IRRIGATION NOTES

GOVERNING STANDARD PLANS:

Florida Department of Transportation, FY 2022-23 Standard Plans for Road and Bridge Construction and applicable Interim Revisions (IRs).

Standard Plans for Road Construction and associated IRs are available at the following website: http://www.fdot.gov/design/standardplans

GOVERNING STANDARD SPECIFICATIONS:

Florida Department of Transportation, July 2022 Standard Specifications for Road and Bridge Construction at the following website: http://www.fdot.gov/programmanagement/Implemented/SpecBooks

THESE PLANS HAVE BEEN PREPARED IN ACCORDANCE WITH DECEMBER 2021 CITY OF DESTIN LAND DEVELOPMENT CODE, THE 2016 FLORIDA GREENBOOK, THE FY 2022-23 FDOT STANDARD PLANS, AND THE JULY 2022 FDOT STANDARD SPECIFICATIONS.

LANDSCAPE PLANS RLA OF RECORD:

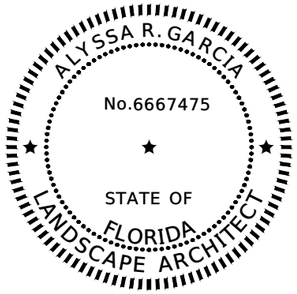
ALYSSA R. GARCIA
R.L.A. NO.: 6667475
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO,FL 32810
CONTRACT NO.:
VENDOR NO.:

PROJECT MANAGER:

JOE D. BODI

SHEET NO.
LD-01

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-11.011, F.A.C.



THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY

ON THE DATE ADJACENT TO THE SEAL

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

ATKINS NORTH AMERICA
482 SOUTH KELLER ROAD
ORLANDO, FL 32810
ALYSSA GARCIA, R.L.A. FL #6667475

THE ABOVE NAMED PROFESSIONAL REGISTER LANDSCAPE ARCHITECT SHALL BE RESPONSIBLE FOR THE FOLLOWING SHEETS IN ACCORDANCE WITH RULE 61G10-11.011, F.A.C.

SHEET NO.	SHEET DESCRIPTION
LD-01	KEY SHEET
LD-02	SIGNATURE SHEET
LD-03	LANDSCAPE NOTES
LD-04	LANDSCAPE SCHEDULE
LD-05	LAYOUT PLAN
LD-06 TO LD-10	LANDSCAPE PLANS
LD-11	IRRIGATION NOTES

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION
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ALYSSA GARCIA, R.L.A.
R.L.A. LICENSE NUMBER FL #6667475
ATKINS NORTH AMERICA
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

SIGNATURE SHEET

SHEET NO. LD-02

EXHIBIT E - LANDSCAPE PLANS

LANDSCAPE NOTES

1. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR ATTENDING A PRE-BID MEETING DURING WHICH INSTALLATION SPECIFICATIONS, INSTALLATION REQUIREMENTS, SCHEDULES, AND MAINTENANCE REQUIREMENTS WILL BE DISCUSSED.

2. THE LANDSCAPE INSTALLATION MUST BE PROPERLY SEQUENCED WITH OTHER CONSTRUCTION SO THAT THE LANDSCAPE AND IRRIGATION IS NOT DAMAGED BY OTHER WORK/TRADES.

3. THE CONTRACTOR SHALL VERIFY THE EXISTENCE OF AND STAKE ALL UTILITIES PRIOR TO CONSTRUCTION. EXCAVATION OF PLANT PITS LOCATED WITHIN 5' OF UTILITIES SHALL BE PERFORMED BY HAND. ANY UTILITY/PLANT MATERIAL CONFLICTS SHALL BE BROUGHT TO THE ATTENTION OF THE OWNER'S REPRESENTATIVE PRIOR TO INSTALLATION FOR ANY FIELD ADJUSTMENTS.

4. THE CONTRACTOR SHALL SUPPLY ALL PLANT MATERIALS IN QUANTITIES SUFFICIENT TO COMPLETE THE PLANTINGS SHOWN ON ALL DRAWINGS. ALL PLANTS SHALL MEET SIZE, CONTAINER, AND SPACING SPECIFICATIONS AS SHOWN IN THE PLANT SCHEDULE. THE CONTRACTOR SHALL GUARANTEE PLANT HEALTH AND SURVIVABILITY FOR ONE YEAR FROM DATE OF PROJECT ACCEPTANCE BY THE OWNER'S REPRESENTATIVE. ANY MATERIAL NOT MEETING SPECIFICATIONS OR DISPLAYING POOR HEALTH SHALL BE REPLACED AT CONTRACTOR'S EXPENSE WITHIN 2 WEEKS OF NOTICE.

5. ALL PLANT MATERIAL SHALL BE FLORIDA NO. 1 OR BETTER (UNLESS OTHERWISE NOTED) AS SET FORTH IN "GRADES AND STANDARDS FOR NURSERY PLANTS", STATE OF FLORIDA, LATEST EDITION. NOTIFY THE OWNER'S REPRESENTATIVE A MINIMUM OF ONE WEEK PRIOR TO PLANT DELIVERY TO SCHEDULE ON-SITE INSPECTION UPON DELIVERY. INSTALLED PLANT MATERIAL NOT MEETING SPECIFICATIONS SHALL BE REMOVED AND REPLACED AT CONTRACTOR'S EXPENSE. ALL PLANTS MUST BE BROUGHT TO THE SITE FREE OF WEEDS. ADDITIONALLY, THE CONTRACTOR SHALL PROVIDE THE OWNER'S REPRESENTATIVE WITH REPRESENTATIVE PLANT PHOTOS TO APPROVE FOR ALL PLANT MATERIALS PRIOR TO ANY PLANT DELIVERY. MEASURING STICKS SHALL BE SHOWN IN PHOTOS, AS APPROPRIATE.

6. ALL PLANT MATERIALS INDICATED WITH A GALLON SIZE SHALL BE CONTAINER GROWN AND WITHIN A CONTAINER APPROPRIATE FOR THE PLANT SIZE. ROOT BOUND PLANTS SHALL NOT BE ACCEPTED. NO SUBSTITUTIONS SHALL BE PERMITTED WITHOUT PRIOR APPROVAL OF THE OWNER'S REPRESENTATIVE.

7. THE OWNER'S REPRESENTATIVE RESERVES THE RIGHT TO MAKE PLANTING BED FIELD CHANGES TO ACCOMMODATE SITE CONDITIONS AND TO ACHIEVE THE DESIGN INTENT. THE LANDSCAPE CONTRACTOR SHALL FLAG ALL TREE AND BEDLINE LOCATIONS FOR APPROVAL BY THE OWNER'S REPRESENTATIVE PRIOR TO ANY INSTALLATION.

8. DIG PLANTING PITS AT 1.5 TIMES THE DIAMETER OF THE POT. FILL PLANT PIT WITH APPROVED PLANTING MIX AND COMPACT SO THAT THE TOP OF ROOT BALL WILL SETTLE TO THE PROPER LEVEL RELATIVE TO FINISH GRADE. SET PLANT AND FILL REMAINDER OF HOLE WITH PLANTING MIX. FERTILIZE EACH PLANT WITH THE APPROVED TYPE AND RATE OF FERTILIZER. WATER IN THOROUGHLY. RESET ANY PLANTS THAT SETTLE TOO DEEP. REMOVE SPOIL SOIL AND RAKE THE BED TO ITS FINISH GRADE. COVER ALL BED AREAS WITH 3" MULCH DEPTH. REMOVE ALL DEBRIS FROM THE MULCH.WATER BED THOROUGHLY. IF/WHERE APPLICABLE, EACH NEWLY PLANTED TREE NOT WITHIN A SHRUB/GROUNDCOVER BED SHALL BE CENTERED WITHIN A LAYER OF MULCH 6' IN DIAMETER AND 3" DEPTH (SETTLED). ALL PINE STRAW SHALL FROM THE 'IMPROVED SLASH' PINE TREE WITH A MINIMUM NEEDLE LENGTH OF EIGHT INCHES.

9. THE LANDSCAPE CONTRACTOR SHALL CONDUCT REPRESENTATIVE SOIL ANALYSIS PRIOR TO THE INSTALLATION OF ANY PLANT MATERIAL. THE LANDSCAPE CONTRACTOR SHALL NOTIFY THE OWNER'S REPRESENTATIVE OF ANY IMPROPER SOIL CONDITION (NUTRITIONAL DEFICIENCIES, WETNESS, MUCK, DEBRIS, ETC.) AND SHALL RECOMMEND FOR APPROVAL, PRIOR TO INSTALLATION, ALL SOIL AMENDMENTS THAT MAY BE NECESSARY TO PROMOTE HEALTHY, VIGOROUS PLANT GROWTH.

10. THE LANDSCAPE CONTRACTOR SHALL COORDINATE WITH ALL OTHER TRADES (AND PLANS), AS NECESSARY, IN PREPARING PLANTING AREAS, INCLUDING FINAL GRADE ELEVATIONS.

11. ALL PLANT MATERIAL MUST BE PLANTED IMMEDIATELY UPON DELIVERY TO THE SITE AND WATERED IN (BY HAND IF THE IRRIGATION SYSTEM IS NOT FUNCTIONING PROPERLY). ANY PLANT MATERIAL NOT INSTALLED WITHIN 6 HOURS OF DELIVERY TO THE SITE MUST BE STORED IN AN APPROVED, PROTECTED HOLDING AREA AND SHALL BE WATERED AS NECESSARY TO MAINTAIN PLANT HEALTH AND QUALITY.

12. THE LANDSCAPE CONTRACTOR SHALL NOTIFY THE OWNER'S REPRESENTATIVE A MINIMUM OF 48 HOURS PRIOR TO COMPLETION TO SCHEDULE A FINAL WALK THROUGH. A FINAL WALK THROUGH SHALL NOT BE PERFORMED IF PREVIOUS PUNCH LISTS ARE NOT COMPLETED.

13. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ALL PLANTINGS UNTIL FINAL ACCEPTANCE BY THE OWNER'S REPRESENTATIVE. THIS MAINTENANCE INCLUDES KEEPING BEDS FREE OF DEBRIS, WEEDS, DISEASES, AND INFESTATIONS. THE LANDSCAPE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR PROVIDING SUFFICIENT WATER TO THE PLANTS DURING THIS TIME.

14. THE LANDSCAPE CONTRACTOR SHALL SUPPLY THE OWNER'S REPRESENTATIVE WITH AS-BUILT DRAWINGS IN ACAD FORMAT (2018 VERSION OR LATER) WITHIN 30 DAYS OF PROJECT ACCEPTANCE.

15. REFER TO CURRENT FDOT STANDARD SPECIFICATIONS AND DESIGN STANDARD PLANS, THE GENERAL NOTES, AND THE SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS. WHERE CONFLICTS EXIST, THE MORE STRINGENT STANDARDS AND SPECIFICATIONS SHALL APPLY.

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ALYSSA GARCIA, R.L.A.
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ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

LANDSCAPE NOTES

SHEET NO. LD-03

EXHIBIT E - LANDSCAPE PLANS

PLANT SCHEDULE

TREES	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT.	REMARKS
	AR	15	ACER RUBRUM	RED MAPLE	30 GAL.	10'-12' HT.; 2"-2.5" CAL.
	CC	14	CERCIS CANADENSIS	EASTERN REDBUD	30 GAL.	8'-10' HT X 4'-5' SPD., 1.5"-2" CAL.
	IC	23	ILEX CASSINE	DAHOON HOLLY	45 GAL.	12'-14' HT, 2"-3" CAL., 2' MIN. CT, SINGLE LEADER, STANDARD
	JS	62	JUNIPERUS SILICICOLA	SOUTHERN RED CEDAR	30 GAL.	7'-8' HT.
	LJ	18	LIGUSTRUM JAPONICUM	JAPANESE PRIVET	65 GAL.	6'-7' HT X 6'-7" SPD.,
	ML	25	MAGNOLIA GRANDIFLORA 'LITTLE GEM'	LITTLE GEM DWARF SOUTHERN MAGNOLIA	30 GAL.	6'-7' HT.
	PE	51	PINUS ELLIOTTII	SLASH PINE	30 GAL.	8'-10' HT X 4'-5' SPD., 2" CAL.
	QS	6	QUERCUS SHUMARDII	SHUMARD OAK	30 GAL.	10'-12' HT X 3'-4' SPD., 1.75"-2" CAL.
	QV	76	QUERCUS VIRGINIANA	SOUTHERN LIVE OAK	30 GAL.	10'-12' HT; 2"-2..5" CAL.
	SP	60	SABAL PALMETTO	CABBAGE PALMETTO	FG	REGENERATED ROOTS; 16'-20' CT
	TD	10	TAXODIUM DISTICHUM	BALD CYPRESS	30 GAL.	8'-10' HT.; 2"-2.5" CAL.

SHRUB AREAS	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	SPACING	REMARKS
	IN	12,199	ILEX VOMITORIA 'NANA'	DWARF YAUPON HOLLY	7 GAL.	36" o.c.	18" - 24" OA FULL
	JP	323	JUNIPERUS CHINENSIS 'PARSONII'	PARSONI JUNIPER	3 GAL.	30" o.c.	12' HT X 12"-18" SPD
	MC	1,184	MUHLENBERGIA CAPILLARIS	PINK MUHLY GRASS	3 GAL.	36" o.c.	18"-24" HT.
	RG	553	RHODODENDRON 'G.G.GERBRING'	G.G. GERBRING RHODODENDRON	7 GAL.	36" o.c.	24"-30" HT. X 30"-36" SPD.
	SR	561	SERENOA REPENS	SAW PALMETTO	7 GAL.	36" o.c.	12"-15" HT X 12"-15" SPD
	VO	283	VIBURNUM ODORATISSIMUM	SWEET VIBURNUM	7 GAL.	48" o.c.	3' OA

GROUND COVERS	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	SPACING	REMARKS
	AE	1,775 SF	ARACHIS GLABRATA 'ECOTURF'	PERENNIAL PEANUT	SOD		
	CD	205,131 SF	CYNODON DACTYLON	BERMUDAGRASS	SOD		SOLID SOD, WEED FREE

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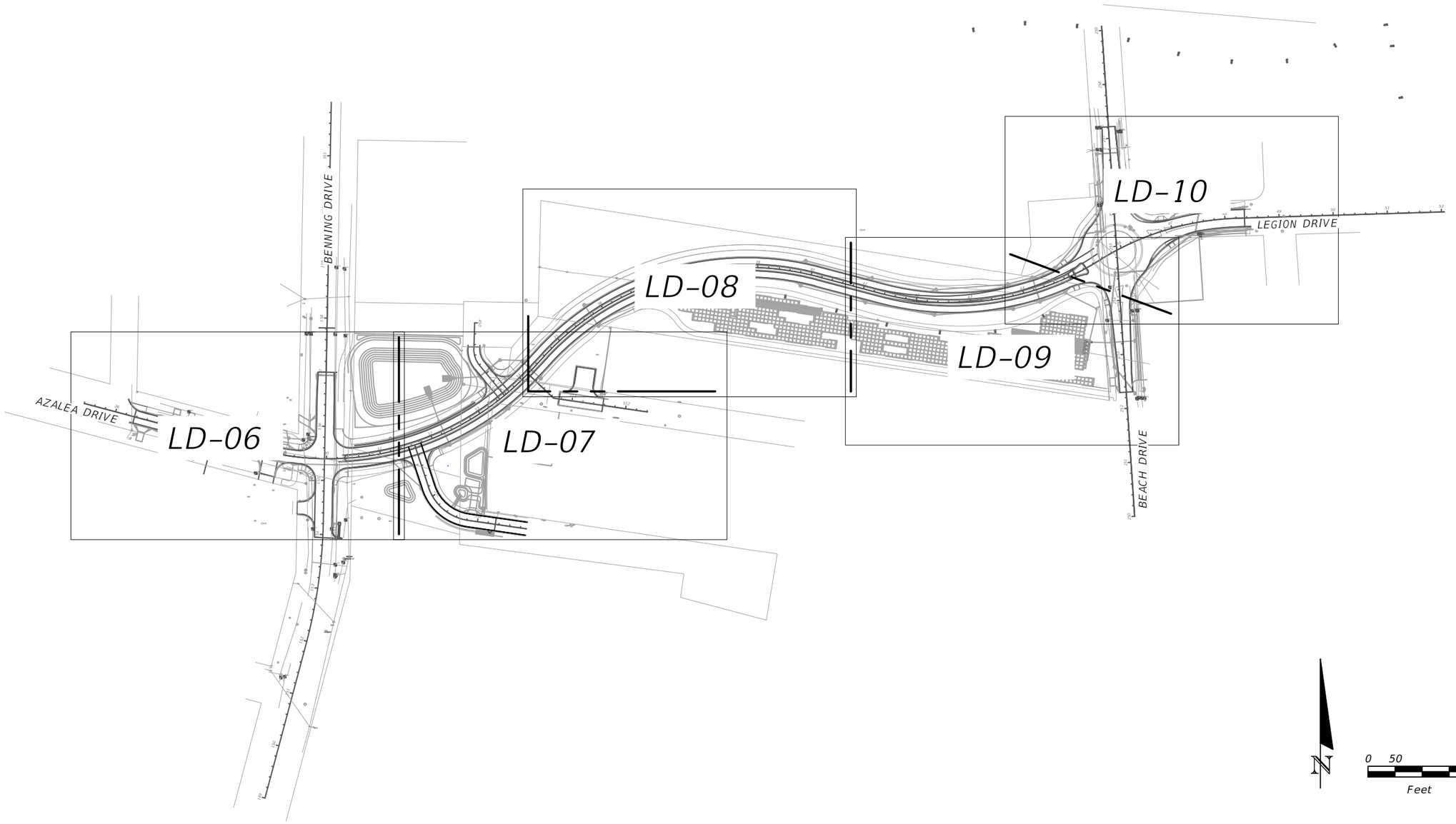
CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

LANDSCAPE SCHEDULE

SHEET NO. LD-04

EXHIBIT E - LANDSCAPE PLANS



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COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

LAYOUT PLAN

SHEET NO.

LD-05

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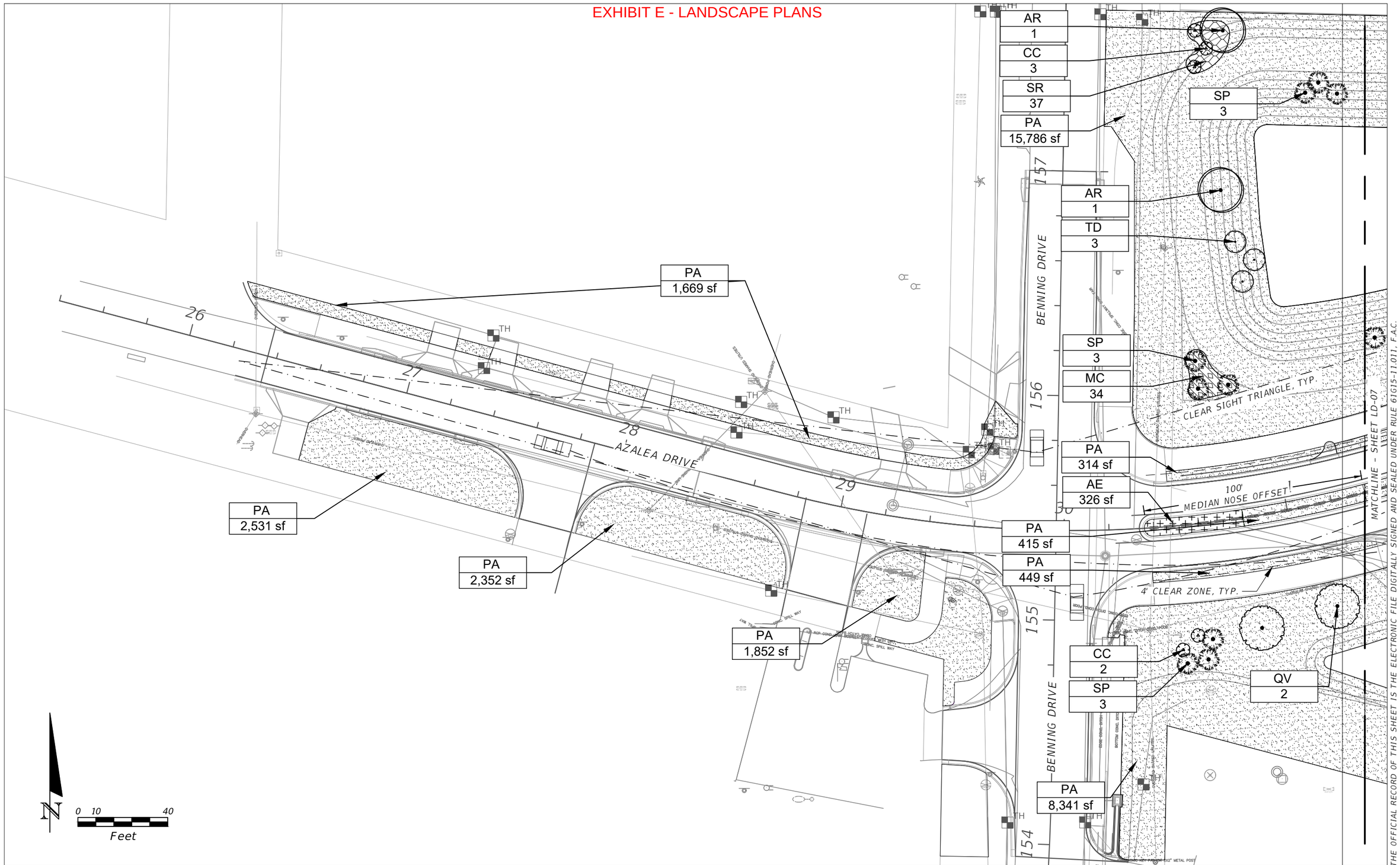

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MATCHLINE - SHEET LD-07

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CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

LANDSCAPE PLANS

SHEET NO.
LD-06

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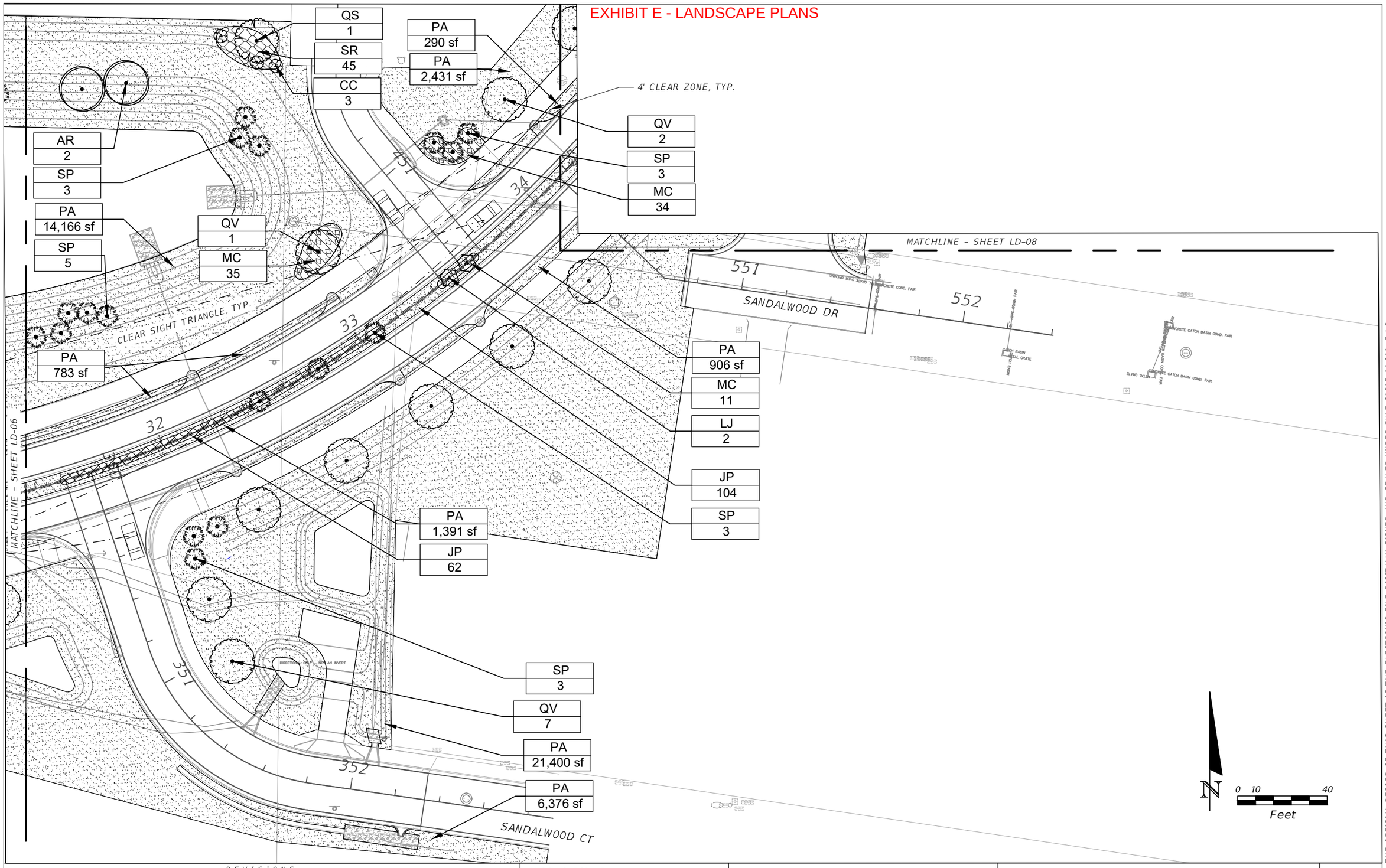

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CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

LANDSCAPE PLANS

SHEET NO.
LD-07

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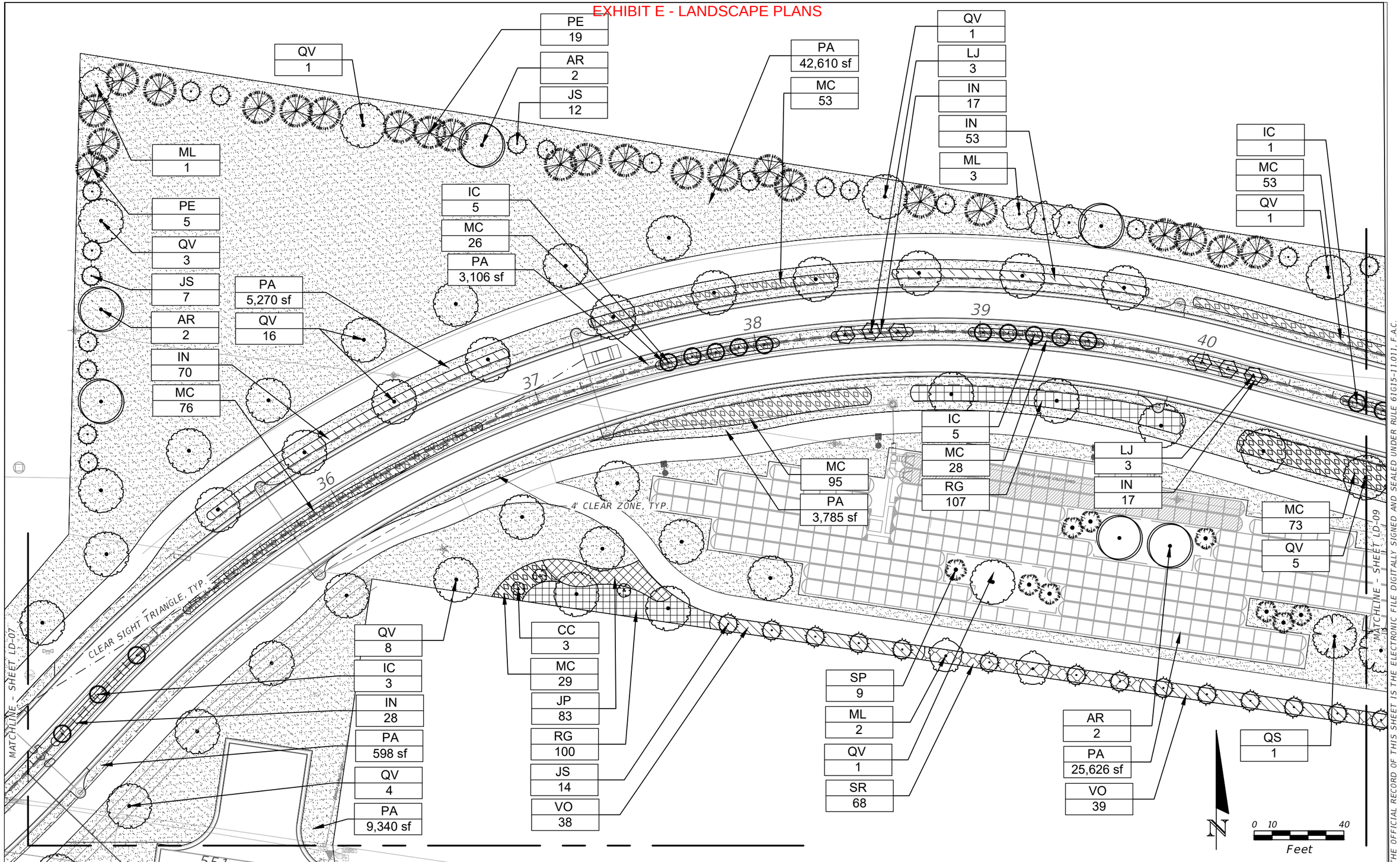

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CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

LANDSCAPE PLANS

SHEET NO. LD-08

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4' CLEAR ZONE, TYP.

MATCHLINE - SHEET LD-10

MATCHLINE - SHEET LD-08

BEACH DRIVE

41 42 43 44 254 253 252

MC	28
QV	5
ML	3
IN	43
PA	6,859 sf
JS	7
PE	14
MC	33
PA	2,337 sf
VO	43
SR	110
MC	28
ML	3
PA	102 sf
AE	213 sf
PA	2,019 sf
QV	1
SP	5
IC	5
MC	29
MC	77
IC	4
QS	1
LJ	3
IN	17
RG	176
QV	1
SP	1
LJ	3
MC	33
SP	3
QV	7
SP	3
MC	237
PA	4,070 sf
AR	2
PA	1,151 sf
QS	1
TD	4
ML	10
MC	71
SR	67
SP	3
AR	1
TD	3
VO	39
SR	68
QS	2
VO	39
SP	5
JS	14
PA	16,485 sf

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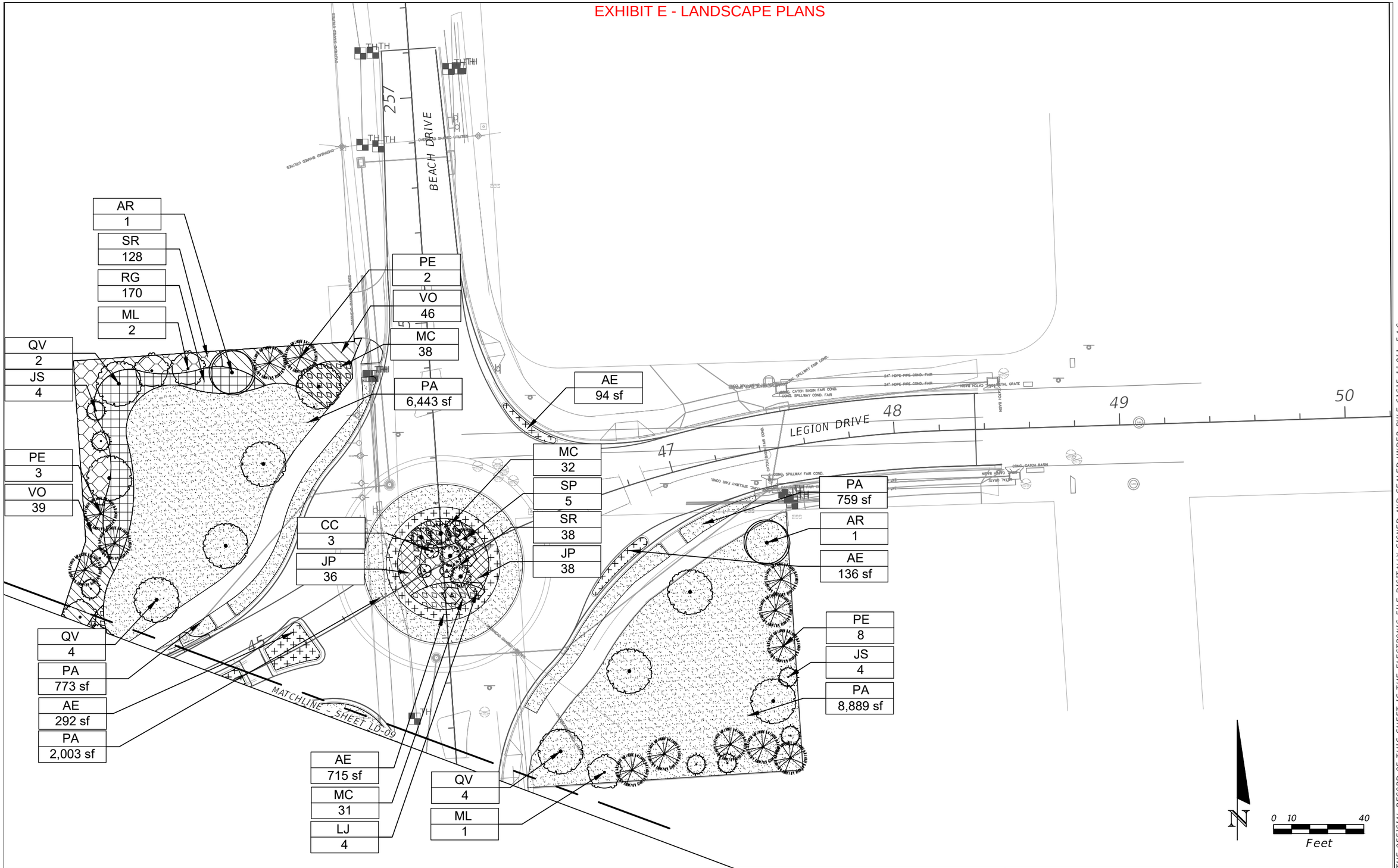
CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

LANDSCAPE PLANS

SHEET NO. LD-09

EXHIBIT E - LANDSCAPE PLANS



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CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

LANDSCAPE PLANS

SHEET NO. LD-10

IRRIGATION NOTES

1. PERMANENT IRRIGATION SHALL BE INSTALLED FOR ALL LANDSCAPE (INCLUDING TURF) SHOWN ON THE PLANS. AS LONG AS IRRIGATION COVERAGE IS COMPLETE, THE CONTRACTOR/IRRIGATION INSTALLER SHALL BE ALLOWED TO DETERMINE THE MOST EFFECTIVE METHOD OF PROVIDING IRRIGATION COVERAGE UTILIZING SPRAY HEADS, RISERS, AND BUBBLERS. THE CONTRACTOR SHALL CONFIRM AND PROVIDE THE WATER SOURCE FOR THE IRRIGATION WITH THE OWNER. A LOCKABLE CABINET CONTROLLER SHALL BE PROVIDED BY THE CONTRACTOR AND ITS LOCATION DETERMINED IN CONJUNCTION WITH THE OWNER'S REPRESENTATIVE PRIOR TO INSTALLATION.

2. THE IRRIGATION SYSTEM SHALL BE DESIGNED AND INSTALLED AS A DESIGN-BUILD PORTION OF THE WORK PERFORMED BY THE CONTRACTOR. THE SYSTEM MUST BE DESIGNED/ZONED SO THAT ALL IRRIGATION CAN OCCUR BETWEEN THE HOURS OF 1:00 A.M. AND 6:00 A.M.

3. THE CONTRACTOR SHALL FURNISH THE OWNER'S REPRESENTATIVE WITH SHOP DRAWINGS AND SCHEMATIC DESIGN PLANS INDICATING FULL COVERAGE OF IRRIGATED AREAS. THE SHOP DRAWINGS MUST INCLUDE PROPOSED SLEEVING LOCATIONS/SIZES. ALL TREES SHALL HAVE 2 BUBBLERS THAT ARE PLACED ON BUBBLER-ONLY ZONES THAT ARE SEPARATE FROM THE OTHER IRRIGATION ZONES. INSTALLATION SHALL NOT COMMENCE UNTIL THE SHOP DRAWINGS ARE APPROVED BY THE OWNER'S REPRESENTATIVE.

4. THE CONTRACTOR SHALL OBTAIN THE LOCATIONS OF POINT OF CONNECTION FOR WATER AND POWER SOURCE FROM CITY. CONTRACTOR SHALL COORDINATE WITH CITY FOR THE CONNECTION TO THE EXISTING WATER AND POWER SOURCE.

5. PERMANENT SLEEVES SHALL BE INSTALLED BY THE CONTRACTOR AS NECESSARY. THE CONTRACTOR IS RESPONSIBLE FOR INSTALLATION OF ALL BORINGS AND CASINGS, AS NEEDED. THE CONTRACTOR IS RESPONSIBLE, AT THEIR EXPENSE, TO REPAIR ANY AND ALL DAMAGE CAUSED TO ANY ROADWAY OR ANY/ALL OTHER AREAS, OR UTILITIES AS A RESULT OF THE BORINGS OR ANY OTHER IRRIGATION WORK.

6. THE INSTALLER SHALL BE EXPECTED TO MAKE IRRIGATION SYSTEM FIELD ADJUSTMENTS ON THE SITE AS NEEDED, IN ORDER TO MAINTAIN COMPLETE AND ACCURATE IRRIGATION COVERAGE, AND TO MAINTAIN THE INTENT OF THE DESIGN. THE FINAL LOCATIONS FOR ALL MAJOR EQUIPMENT (AS APPLICABLE), INCLUDING CONTROLLERS, VALVES, WELLS, SUPPLY CONNECTIONS, MAINLINES, BACKFLOW PREVENTERS, METERS, ETC. SHALL BE DETERMINED IN THE FIELD, STAKED OUT BY THE CONTRACTOR USING THEIR DRAWINGS AS A GUIDE, AND THEN APPROVED BY THE OWNER'S REPRESENTATIVE PRIOR TO INSTALLATION.

7. OVERSPRAY ONTO HARDSCAPE AMENITIES AND ANY PAVED SURFACE IS NOT ALLOWED TO OCCUR. THE IRRIGATION SYSTEM SHALL BE INSTALLED IN SUCH A FASHION AND BE OF A TYPE THAT CAN BE ADJUSTED TO THROW IRRIGATION WATER AWAY FROM THE AMENITIES AND ALL PAVED SURFACES.

8. ALL WORK SHALL BE DONE IN ACCORDANCE WITH PREVAILING CODES AND REGULATIONS. IT SHALL BE THE RESPONSIBILITY OF THE INSTALLER TO VERIFY AND CONFORM TO THE PARTICULAR CODES FOR THIS LOCATION. THE INSTALLER SHALL OBTAIN ALL NECESSARY PERMITS (INCLUDING THOSE FOR BORES, WELLS, AND ANY WATER LINE TAPS), UTILITY LOCATES, AND INSPECTIONS.

9. ALL WORK SHALL BE CLOSELY COORDINATED WITH THAT OF OTHER TRADES IN ORDER TO AVOID CONFLICTS. THE INSTALLATION SHALL BE COORDINATED WITH ALL NEW AND EXISTING IMPROVEMENTS, AND WITH THE ACTUAL INSTALLED BED LIMITS,AND PLANT LOCATIONS.

10. ALL MATERIAL AND LABOR NECESSARY TO PROVIDE A COMPLETE, FULLY OPERATIONAL, AND GUARANTEED SYSTEM SHALL BE CONSIDERED PART OF THE WORK, WHETHER OR NOT THEY ARE SPECIFICALLY INDICATED IN THE SUBMITTED DOCUMENTS. THIS SHALL INCLUDE CONFORMANCE WITH THE REQUIREMENTS AND RECOMMENDATIONS OF THE VARIOUS MANUFACTURERS OF THE EQUIPMENT, AND WITH APPLICABLE TRAINING AND CERTIFICATION OF INSTALLATION PERSONNEL.

11. METALLIC LOCATOR/WARNING TAPE SHALL BE BURIED ABOVE ALL WIRING AND PIPING.

12. VALVE BOXES SHALL BE TAMPER-RESISTANT TYPE.

13. ALL SPRINKLER HEADS SHALL BE OF THE PROPER SIZE AND TYPE FOR THE LOCATION AND PLANT MATERIAL. HEADS SHALL BE INSTALLED PLUMB, AND WITH THE PROPER HEIGHT WITH RESPECT TO GRADE AND/OR PLANT MATERIAL. ALL HEADS AND OTHER EQUIPMENT SHALL BE INSTALLED WITH ADEQUATE AND UNIFORM CLEARANCES FROM ALL PAVING, CURBS,SIDEWALKS, WALLS, AND OTHER OBSTACLES, SO THAT DAMAGE TO EQUIPMENT DOES NOT OCCUR DURING NORMAL LANDSCAPE MAINTENANCE OPERATIONS. ALL SPRINKLERS SHALL BE ADJUSTED TO OBTAIN OPTIMAL COVERAGE OF PLANT MATERIAL, WHILE ELIMINATING OVERSPRAY ONTO WALLS, PARK AMENITIES, PAVING OR OTHER IMPERVIOUS SURFACES.THE INSTALLER SHALL UTILIZE THE PROPER SPRAY NOZZLE PATTERN FOR THE LOCATION, AS WELL AS PRESSURE-COMPENSATING HEADS OR SCREENS, AND ADJUSTABLE-PATTERN NOZZLES WHERE A FIXED PATTERN IS NOT SUITABLE TO CONTROL COVERAGE OR OVERSPRAY. 4" POPUP SPRAY HEADS WILL NOT BE USED.

14. CONTROLLER(S) SHALL BE HOOKED UP BY A LICENSED ELECTRICIAN.

15. THE CONTROLLER(S) SHALL BE EQUIPPED WITH A PROPERLY LOCATED AND INSTALLED RAIN/WIND/FREEZE SHUTOFF SENSOR DEVICE THAT COMPLIES WITH FLORIDA LAW. THE SENSOR(S) SHALL BE LOCATED IN SUCH A MANNER SO THAT THEY ARE UNOBSTRUCTED, AND DIRECTLY EXPOSED TO NATURAL RAINFALL AND SUNLIGHT FROM ALL DIRECTIONS, BUT NOT TO RUNOFF WATER FROM DITCHES OR OTHER SURFACES. PRIOR TO INSTALLATION, LOCATION OF THE SENSOR(S) SHALL BE APPROVED BY THE OWNER'S REPRESENTATIVE.

16. THE MINIMUM SUPPLY REQUIREMENTS FOR THE SYSTEM SHALL BE DETERMINED BY THE CONTRACTOR AND STATED ON THE DESIGN-BUILD PLANS AND SHOP DRAWINGS.

17. THE INSTALLER SHALL BE EXPECTED TO BE FAMILIAR WITH ALL REQUIREMENTS FOR THE WORK, AND TO CONDUCT THE WORK IN A CLEAN, SAFE, AND WORKMANLIKE MANNER. THE OWNER RESERVES THE RIGHT TO ACT TO PROTECT HIS PROPERTY AND THE OTHER PERSONNEL AT WORK THERE, AND TO MAKE EMERGENCY REPAIRS OR TAKE CORRECTIVE ACTION IF THE INSTALLER DOES NOT FULFILL HIS OBLIGATIONS IN A TIMELY MANNER. THE OWNER FURTHER RESERVES THE RIGHT TO BACK-CHARGE THE INSTALLER TO COVER SUCH EXPENSES, TO THE EXTENT ALLOWED UNDER APPLICABLE LAW.

18. THE INSTALLER SHALL COORDINATE WITH THE OWNER'S REPRESENTATIVE FOR PROVISION OF ELECTRIC SERVICE REQUIREMENTS.

19. ANY EXISTING IRRIGATED AREAS THAT ARE ADJACENT TO THE NEW CONSTRUCTION MUST REMAIN UNDISTURBED AND FULLY FUNCTIONAL. ANY DISRUPTION BY THE CONTRACTOR TO THE EXISTING IRRIGATION COVERAGE MUST BE CORRECTED BY THE CONTRACTOR AT THEIR EXPENSE.

20. THE LANDSCAPE CONTRACTOR SHALL SUPPLY THE OWNER'S REPRESENTATIVE WITH DETAILED AND PROPERLY SCALED IRRIGATION AS-BUILT DRAWINGS IN ACAD FORMAT (2018 VERSION OR LATER) WITHIN 30 DAYS OF PROJECT ACCEPTANCE.THE AS-BUILTS MUST INCLUDE ALL SYSTEM COMPONENTS AND THEIR SIZES.

21. THE IRRIGATION SYSTEM WILL BE DESIGNED AND BUILT SO THAT THE MAINLINE HAS MINIMAL ROADWAY CROSSINGS.

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CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

IRRIGATION NOTES

SHEET NO. LD-11

ADDENDUM NO. 1

CITY OF DESTIN, FLORIDA
REQUEST FOR BIDS RFQ NO. 25-06-CD
CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR THE CROSSTOWN CONNECTOR PROJECT

MAY 27, 2025

To All Potential Proposers:

This addendum modifies the previously issued RFQ and is hereby made a part of the proposal documents. Per the RFQ, proposer shall acknowledge receipt of any and all addenda; and shall include this acknowledgement receipt in their submittal. Failure to do so may subject the proposer to disqualification.

The following items shall become a part of the proposal for the above-referenced project.

The City received the following questions from a potential bidder with respect to the City's RFQ NO. 25-06-CD. As per the City's standard practice, the City is furnishing the responses below to these questions.

Question: We have reviewed the Plan Set provided with RFQ No. 25-06-CD for the Crosstown Connector project. However, we would like to request a copy of any general provisions, special provisions, and applicable technical special provisions associated with this project.

Response: Everything that will be published has already been published for the project. There is no other information to provide.

Question: Please clarify that we are to include one (1) printed copy and one (1) .pdf copy saved on a USB drive.

Response: This is correct.

Question: Does the one printed copy need original "ink" signatures, or will digital signatures be accepted?

Response: Digital signatures are acceptable.

Question: Included in Appendix "A," the Respondent Acknowledgement form (page 24) has a field for the "Vendor Mailing Date." The date to be entered is the date we plan to send the sealed package of qualifications; for example, June 6, 2025.

Response: This is fine.

The bid opening date for 25-06-CD remains June 9, 2025 at 2:00 P.M. (CST)

END OF ADDENDUM NO. 1

A copy of Addendum No. 1 signed and acknowledged shall precede the mandatory information required in the subject RFQ.

Receipt of Addendum No. 1 is hereby acknowledged:

_____
Print Name

_____
Signature

_____
Date

ITEM # 2025-731

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: June 16, 2025
TYPE OF AGENDA ITEM: Action Item
AGENDA OUTLINE NUMBER: 4.D.

TO: City Council

THRU: Larry Jones , City Manager
Kimberly Kopp, City Attorney

FROM: Jeffrey Cozadd, Projects, Grants and Contracts Manager
Krystal Strickland, Finance Director

DATE: 6/10/25

SUBJECT: RFB 25-07-CM Crosstown Connector Phase 1 Construction

I. BACKGROUND: On April 21, 2025 the Council approved the advertisement of RFB 25-07-CM Crosstown Connector Phase 1 Construction.

II. DISCUSSION: RFB 25-07-CM includes the installation of the underground stormwater chambers and connections and is considered Phase 1 of 2.

RFB 25-07-CM was opened June 9, 2025. Two bids were received, one from Gulf Coast Utility Contractors and one from H&T Contractors. The bid committee evaluated these proposals on June 10, 2025. The committee found both submissions responsive and responsible. Both bids were scored and H&T scored a total of 99 points out of 125, Gulf Coast Utility Contractors scored 75 of 125. The Bid committee voted to recommend H&T to the council for the award of RFB 25-07-CM.

H&T provided a bid of $2,383,818.50
Gulf Coast Utility Contractors' bid was $2,777,749.00

Phase 2 will be bid out this fall after additional grant agreements with FDOT have been issued and fully executed. Phase 2 will include the remainder of the project.

A. Link to Strategic Goals / Objectives: 1.6 Two Lane Crosstown Connector

B. Effect on Budget (EOB): H&T Contractors bid is $2,383,818.50
Staff recommend using 2024 construction loan proceeds. This first phase to install stormwater components of the crosstown connector roadway should be completed by Fall 2025.

Budget Impact

	305.5410.565000 Grant 5000xx BOCC Grant	306.5414.565000 Project 100018 GasTax#2	311.5415.565000 Project 100018 Transportation Impact	324.5410.5(Project 10 2024 Constr Loan
FY 25 Adopted Budget*	$ -	$ 717,351	$ 1,634,068	$ 4,4
Budget Amendments (Grants)	3,300,000	-	-	
Revised Budget	3,300,000	717,351	1,634,068	4,4
Previous Expenses/Encumbrances	-	(32,125)	(13,068)	(
Available Program Budget	3,300,000	685,226	1,621,000	4,4
This Agreement +(-)				(2,3
FY 25 Remaining Program Budget	$ 3,300,000	$ 685,226	$ 1,621,000	$ 2,0

C. Level of Service (LOS): LOS will be increased.

D. Legislative Sponsor:

E. Business Impact Statement:

III. CONCLUSION: Staff recommend the selection of H&T Contractors for RFB 25-07-CM.

IV. RECOMMENDED MOTION: I move the council award RFB 25-07-CM to H&T Contractors and request that staff bring back a construction contract for council consideration.

Attachments:

1. H & T Contractors 06-09-2025 Scanned - Destin Crosstown Connector
2. GCUC Final Bid
3. RFB 25-07-CM Scoresheet Summary
4. 1. RFB 25-07-CM Crosstown Connector Construction, Ph. I bid docs
5. 2. RFB 25-07-CM Crosstown Connector Construction, Ph. I Add.#1

CITY OF DESTIN, FLORIDA

REQUEST FOR BIDS
RFB 25-07-CM

CROSSTOWN CONNECTOR CONSTRUCTION PHASE 1

City of Destin, Florida
May 7, 2025

Larry Jones, City Manager
Phone (850) 837-4242
4200 Indian Bayou Trail
Destin, Florida 32541

CITY OF DESTIN, FLORIDA

The City of Destin, Florida, is currently receiving sealed competitive Bids for the installation of an underground stormwater retention system (ADS Chambers), stormwater pipe, drainage structures, and sod. Work includes all necessary materials, site work, and foundation preparation required for the placement of the stormwater system, pipes, and structures.

This RFB is considered to be Phase 1 of the Destin Crosstown Connector. The City intends to construct the Crosstown Connector project in 2 phases due to timing of availability of construction funding. When completed, the Crosstown Connector will be a new 0.42-mile two-lane east-to-west roadway corridor that will provide an alternative route to US 98 for local traffic. The new roadway corridor will connect Azalea Drive at the Benning Drive intersection to Legion Drive at the Beach Drive intersection. Phase 2 will construct the remainder of the project and will be advertised as a separate RFB.

To bid on this project you must be placed on the Plan Holders List. In order to be on the Plan Holder's list, you must first request and obtain the Bid documents (containing the full specifications and requirements) by emailing the City Clerk's Office at cityclerk@cityofdestin.com. Please include "RFB NO. 25-07-CM, CROSSTOWN CONNECTOR CONSTRUCTION PHASE 1" in the subject line of the email. The bid documents can also be obtained from the City Clerk's Office at the City of Destin, 4200 Indian Bayou Trail, Destin, Florida 32541.

Proposal submissions must be received by the City Clerk's Office at the City of Destin, 4200 Indian Bayou Trail, Destin, Florida 32541, in a sealed envelope clearly marked **"RFB NO. 25-07-CM, CROSSTOWN CONNECTOR CONSTRUCTION PHASE 1", along with the name, return address and telephone number of the submitter, no later than 1:00 p.m. CT, on June 9, 2025** at which time they will be opened. When deemed to be in the City's best interest:

1. The city reserves the right to reject any and all submittals or portions thereof up through and including formal execution of a contract to the successful bid,
2. to waive minor defects and informalities in the process.
3. to accept the Bid(s).
4. Take any other action.

Larry Jones
City Manager

TABLE OF CONTENTS

COVER PAGE 1
PUBLIC NOTICE 2
TABLE OF CONTENTS 3
1.0 INTRODUCTION 6
2.0 INSTRUCTION TO RESPONDENTS 7
3.0 GENERAL CONDITIONS 8
3.1 Project Description 8
3.2 Project Schedule 9
4.0 CONTRACTOR REQUIREMENTS 10
4.1 Independent Contractor 10
4.2 License Requirements 10
4.3 Insurance Requirements 11
4.4 Bonding Requirements 11
4.5 Permitting Requirements 12
4.6 Codes and Standards 12
5.0 CONSTRUCTION CONSIDERATIONS 12
5.1 Subcontractor(s) 13
5.2 Notice to Proceed 13
5.3 Changes in Scope of Work 13
5.4 Site Preparation (as applicable) 14
5.5 Schedule for Delivery of Materials 14
5.6 Waste Disposal 14
5.7 Site Utilities 14
5.8 Material Data 14
5.9 Construction Administration & Management 14
5.10 Warranty Submittal Requirements 15
6.0 EVALUATION OF RESPONSES 16
6.1 Selection Process 16
6.2 Scoring 16
6.3 Criteria Descriptions 16

7.0 SUBMITTAL REQUIREMENTS 18
7.1 No Contact Clause 18
7.2 Addenda 18
7.3 Inquiries 18
7.4 Submittal Preparation 18
7.5 Price Proposal Sheet 19
7.6 Conflict of Interest Disclosure 19
7.7 Drug Free Workplace Program 20
7.8 Public Entity Crime Form 20
7.9 Anti-Human Trafficking Affidavit 20
7.10 Sealed Submittal Packages 20
7.11 Bid Withdrawals 20
7.12 Bid Opening 21
7.13 Reservation of Rights 21
7.14 Public Records 21
ATTACHMENTS 21
Addenda Acknowledgement 22
Bidder Qualification Statement 23
Conflict of Interest Disclosure 29
Public Entity Crimes Statement 30
Drug-Free Workplace Certification 332
Bid Bond 33
Anti-Human Trafficking Affidavit 355
Anti-Collusion Statement 37
EXHIBITS 38
Exhibit A – Roadway Plans .....
Exhibit B – ADS Chamber System Plans .....
Exhibit C – Signing and Pavement Marking Plans (For Information Only) .....
Exhibit D – Lighting Plans (For Information Only) .....
Exhibit E – Landscape Plans (For Information Only) .....
Exhibit F – Price Proposal Sheet .....

REQUEST FOR PROPOSALS
RFB NO. 25-07-CM
CROSSTOWN CONNECTOR CONSTRUCTION PHASE 1

SUBMITTAL REQUIREMENTS CHECKLIST

Note: if any of the required documentation is not provided, the submittal may be deemed to be incomplete/non-responsive and will not be considered. Provide documentation in the following order.

ITEMS REQUIRED		DESCRIPTION OF ITEM REQUIRED	*Verify Document is attached by checking the box
1	Submittal Requirements Checklist	This form	☑
2	Cover Sheet	Must include RFB NO. #25-07-CM CROSSTOWN CONNECTOR CONSTRUCTION PHASE 1	☑
3	Table of Contents		☑
4	Transmittal Letter	See 7.4.c.	☑
5	Addenda Acknowledgement Form		☑
6	Form NO. 1	Bidder Qualification Statement	☑
7	Form NO. 2	Conflict of Interest Disclosure	☑
8	Form NO. 3	Public Entity Crime Form	☑
9	Form NO. 4	Drug Free Workplace Certification Form	☑
10	Form NO. 5	Bid Bond Form	☑
11	Form NO. 6	Anti-Human Trafficking Affidavit	☑
12	Form NO. 7	Anti-Collusion Statement	☑
13	Proof of Insurance	See 4.3 Insurance Requirements	☑
14	Price Proposal Sheet		☑
15	W-9		☑
16	Copies of the Proposal	One printed copy of the proposal and one digital copy provided on a USB Drive (.pdf format)	☑

*If any boxes are left unchecked bid is considered unresponsive.

ITEMS REQUIRED		DESCRIPTION OF ITEM REQUIRED	*Verify Document is attached by checking the box
1	Proof of Licensing and Certifications	Florida State Certified or Florida State Registered Contractor. Must provide all applicable contractor licenses (See 4.2 License Requirements, for General and/or Building)	☑
			☑

REQUEST FOR PROPOSALS
RFB NO. 25-07-CM
CROSSTOWN CONNECTOR CONSTRUCTION PHASE 1

INTRODUCTION

The City of Destin is issuing a Request for Bids (RFB) to secure proposals from qualified contractors for underground stormwater retention system (ADS Chambers), stormwater pipe, and drainage structures. Work includes all necessary materials, site work, and foundation preparation required for the placement of the stormwater system, pipes, and structures.

This RFB is considered to be Phase 1 of the Destin Crosstown Connector. The City intends to construct the Crosstown Connector project in 2 phases due to timing of availability of construction funding. When completed, the Crosstown Connector will be a new 0.42-mile two-lane east-to-west roadway corridor that will provide an alternative route to US 98 for local traffic. The new roadway corridor will connect Azalea Drive at the Benning Drive intersection to Legion Drive at the Beach Drive intersection. Phase 2 will construct the remainder of the project and will be advertised as a separate RFB.

It is the bidder's responsibility to read and understand the requirements of this REQUEST FOR BIDS. Bidders are required to state exactly what they intend to furnish the City of Destin via this solicitation in order to be deemed responsive and must indicate any variances to the terms, conditions and specifications of this proposal, no matter how slight. If variations are not stated in the proposal, it shall be construed that the proposal fully complies with all conditions identified in this proposal.

Before submitting a proposal, each bidder will, at bidder's own expenses, make or obtain any additional examinations, investigations and studies, and obtain any additional information and data that may affect costs, permitting, progress, performance of furnishing of the project and that the bidder's deems necessary to determine its proposal.

Bidders will examine all documents included in this RFB carefully and shall make a written request to the City's authorized representative (cityclerk@cityofdestin.com) for information, interpretation or correction of any ambiguity, inconsistency, or error herein.

Any interpretation or correction will be issued by the City as an addendum to the RFB. Only a written interpretation or correction by addendum shall be binding. Bidders are cautioned against relying upon any interpretation or correction given by any other method.

The submission of a proposal shall not be deemed an agreement between the bidder and the City. The proposal is a contractual offer by the bidder to perform services in accordance with the proposal. The City shall not be obligated to respond to any proposal submitted nor be bound in any manner by the submission of a proposal.

1.0 INSTRUCTION TO RESPONDENTS

A. The City of Destin will accept RFB responses until June 9, 2025, no later than 1:00 p.m. (CT) at City Clerk's Office located at City Hall, 4200 Indian Bayou Trail Destin FL. 32541, to provide the City with Qualified Respondents for RFB NO. 25-07-CM, CROSSTOWN CONNECTOR CONSTRUCTION PHASE 1.

B. Any responses received after the above stated time and date will NOT be considered. It shall be the sole responsibility of the bidder to have their RFB submittal delivered to City Clerk's Office for receipt on or before the above stated time and date. RFB responses which arrive after the above stated deadline as a result of delay by the mail service shall not be considered, and arrangements shall be made for their return at the bidder's request and expense. The City reserves the right to consider submittals that have been determined by the City to be received late due solely to mishandling by the City after receipt of the RFB and prior to the award being made.

C. All responses will be publicly opened and recorded for acknowledgement of receipt in the City Hall Boardroom on **June 9, 2025, 1:00 p.m. (CT)**. All bidders or their representatives are invited to be present. The City Hall Boardroom is located at 4200 Indian Bayou Trail Destin, FL 32541.

D. Any addendum(s) issued to this RFB, will be provided to Plan Holders. It shall be the responsibility of each Plan Holder or respondent, prior to submitting the RFB response, to contact the City Clerk's Office, at (850) 837-4242 to determine if any addendum(s) were issued and to complete any addendum acknowledgements as part of their RFB response.

E. One (1) printed original and one (1) digital copy (.pdf format, matching the original printed copy) on a USB Thumb Drive of the RFB responses shall be submitted in a sealed package clearly marked on the outside " RFB NO. 25-07-CM, CROSSTOWN CONNECTOR CONSTRUCTION PHASE 1 " and addressed: City of Destin, City Clerk's Office, 4200 Indian Bayou Trail, Destin, FL 32541.

F. Complete and submit Bidder Qualification Statement Form herein as an attachment (*include attachment letter*).

G. Submissions shall be portrait orientation, "8 1/2 X 11" where practical and double-sided.

H. All expenses for making RFB submittals to the city are to be borne by the bidder.

I. Responses shall be evaluated based on all information submitted and a ranked list and recommended bidders will be submitted to the City Council for consideration. Bidders may be required to provide a brief presentation at a City Council meeting.

J. Each bidder, by submission of a proposal, acknowledges that in the event of any legal action challenging the award of the RFB; damages, if any, shall be limited to the actual cost of the preparation of the RFB.

K. Procurement Schedule

Tasks	Date
RFB issued	May 7, 2025
Mandatory Pre-Bid Meeting	May 21, at City Hall
Last day for questions to be submitted	May 23, 2025
Due Date/Bid Opening	June 9, 2025 at 1:00 CT
Tentative Date - Evaluation of Proposals	June 10, 2025
Tentative Date – City Council Meeting	June 16, 2025
Tentative Date- Execution of Contract	July 7, 2025
Tentative Date- Notice to Proceed	July 8, 2025

There will be a Mandatory Pre-Bid Meeting at City Hall, 4200 Indian Bayou Trail, Destin, FL 32541 May 21, 2025 at 10:00 am.

2.0 GENERAL CONDITIONS

2.1 Project Description

Details of the proposed work are provided in the engineering drawings and specifications, (see technical attachments including all addendums). All work shall be completed as shown in the construction documents. Each bidder shall thoroughly examine the work area and be familiar with the bid documents. The failure or neglect of a bidder to receive or examine any bid document or any part thereof shall in no way relieve it from any obligations with respect to its Bid or to any contract. No claim for additional compensation shall be allowed, which is based upon a lack of knowledge of any contract document.

The general description of work shall include, but may not be limited to:

- Installation of MC-3500 Stormtech Chambers according to plans and Construction Guide.
- Installation of manhole structures S-304, S-416, ADS-B, and ADS-F
- Installation of Nyloplast Drainage Basins ADS-A, ADS-C, ADS-D, and ADS-E
- Installation of Stormwater pipes between manholes S-304, S-416, and the ADS Chambers
- Installation of 8' of stormwater pipe between S-503 (excluded) and the ADS Chambers (for future connection)
- Installation of sod

Project-Specific Conditions & Clarifications

- Prohibit unloading, loading, parking, or storing construction equipment or vehicles within the road ROW of any existing roadway. Adequate provisions for such activities shall be made on the project property.

- Contractor must comply with the standard protection measures for the Eastern Indigo Snake per USFWS. https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/environment/pubs/protected-species/standard-protection-measures-for-the-eastern-indigo-snake-2024.pdf?sfvrsn=93349df9_5
- Any sidewalk damaged during construction shall be replaced from joint to joint (4" thick minimum, 4000 psi with fiber, and a light broom finish). Where sidewalk cuts through a driveway, concrete shall be a minimum of 6" thick, per LDC Section 8.01.00.G.6.g.
- Ensure sidewalks meet ADA cross slope requirements of 2% total maximum.
- Any infrastructure damaged during construction, repair the right-of-way to original or better condition, per LDC Section 8.01.00.A.

The work items listed above are expected to include clearing and grubbing, grading to the proposed elevations with tie-in slopes shown, and sodding of the disturbed areas. Construction activities are not expected to directly impact traffic, however, maintenance of traffic and portable changeable message signs will be required for the ingress/egress of construction vehicles to the project site. Excess fill material excavated for underground stormwater retention system shall remain the property of the City and remain onsite within the limits of the right of way. Contractor is expected to follow the Stormwater Pollution Prevention Plan and provide erosion and sediment control measures as shown and as applicable to the phase 1 scope of work.

The Bidder is responsible for obtaining all necessary governmental agency permits. All permitting costs are to be included in the base offer including permit related signage.

2.2 Project Schedule

Contractor shall reach substantial completion for all work thirty (30) days prior to final completion. The time stated for completion shall include final cleanup of the premises. Extensions of contract time for delays caused by the effects of inclement weather are justified only when rain or other inclement weather conditions or related adverse soil conditions prevent the Contractor from productively performing controlling items of work resulting in:

The Contractor being unable to work at least 50% of the normal workday on predetermined controlling work items; or

The Contractor must make major repairs to work damaged by weather, providing the damage was not attributable to a failure to perform or neglect by the Contractor.

ESTIMATED PROJECT SCHEDULE	
Tasks	**Date**
Begin Construction	July 2025

Substantial completion date	30 Days Prior to Complete Construction
Complete Construction	December 31, 2025

3.0 CONTRACTOR REQUIREMENTS

City of Destin is seeking an independent Florida Licensed General Contractor (including all necessary independent subcontractors) with all applicable licenses for work on this project.

3.1 Independent Contractor

An Agreement resulting from this solicitation does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the Bidder is an independent contractor under this Agreement and not the City's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The Bidder shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Bidder's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under any potential Agreement shall be those of Bidder, which policies of Bidder shall not conflict with City, State, or United States policies, rules or regulations relating to the use of Bidder's funds provided for herein. The Bidder agrees that it is a separate and independent enterprise from the City, that it had full opportunity to find other businesses, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. Any potential Agreement shall not be construed as creating any joint employment relationship between the Bidder and the City and the City will not be liable for any obligation incurred by Bidder, including but not limited to unpaid minimum wages and/or overtime premiums.

3.2 License Requirements

Provide all applicable contractor licenses: including license name, license numbers and contact information. Contractor must be Florida State Certified or Florida State Registered possessing an Okaloosa County Competency License https://myokaloosa.com/gm/licensing

Contractor must be registered with the City of Destin https://www.cityofdestin.com/DocumentCenter/View/15273/Contractor-Registration-Instructions

3.3 Insurance Requirements

Respondent, contractor and/or sub-contractors (used interchangeably) shall, at its expense, procure and maintain at a minimum for the duration of the project and through the period as stated in the Construction Contract, the types and amounts of insurance described below or as otherwise requirement by state and federal law:

a. Workers' Compensation and Employers Liability Insurance: Shall carry Workers' Compensation Insurance in accordance with the laws of the State of Florida and in the amounts sufficient to secure the benefits of the Florida Workmen's Compensation Law for all types of employees, including those of subcontractors. Any Florida State or County Licensed contractor who performs any type of marine construction work as defined in FAC 61G4015.033, must maintain applicable workers' and general liability insurance as required by state and federal law, including but not limited to the provisions of the Longshore and Harbor Workers' Compensation Act.

b. General Liability Insurance: General Liability Insurance with a minimum liability insurance requirement of $1,000,000 for combined single limit.

c. Respondent shall produce proof of insurance in the types and amounts required by the city, state, and federal regulations, including the foregoing and any additional coverages, including Automobile Liability and or Builder's Risk Insurance, as may be defined at the time of contract. The city shall be named as an additional insured party and all binders, policies or certificates of insurance shall include a provision that such insurance coverage shall not be cancelled or amended without at least thirty days' notice to the city. All coverage shall be with carriers doing business in the State of Florida. Carriers shall be A rated (or better) by AM Best Company. City reserves the right to modify its insurance requirements with 60 day notice.

3.4 Bonding Requirements

a. Bid Bond Security

All bidders shall furnish with their bids a bid bond. Said bid bond shall be issued by a surety duly authorized to conduct business in the State of Florida and shall be in the amount of five percent (5%) of the total amount of the bid. Bid security is submitted as a guarantee that the Bidder, if awarded the Contract, will promptly execute such Contract in accordance with the Bid and in the manner and form required as defined by the Contract Documents. The Bidder must be named as the principal of the bond. Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida. See Article 5 of the General Conditions as amended by Supplementary Conditions.

b. Performance and Payment Bond

The bidder to whom the Contract is awarded shall furnish to the City, without extra compensation, and shall maintain in effect throughout the life of the Contract, and for the duration of the period described in the bond, acceptable Performance and Payment bonds in sums at least equal to 100% of the full amount of the Contract, conditioned to indemnify and save harmless the City from and against any loss, damage, or expense ensuing from failure on the part of the Contractor to faithfully and properly perform the Contract or to promptly pay all its subcontractors, suppliers, materialmen or laborers for work completed on the Project.

The required forms for the performance and payment bonds are included in these Instructions. If within ten (10) calendar days after the acceptance of the bid, the successful bidder shall refuse or neglect to execute the contract and to furnish the required performance and payment bonds properly signed by the bidder and the surety or sureties satisfactorily to the owner, the bidder shall be deemed to be in default and the owner will retain the Bid Bond Security as liquidated damages, but not as a penalty. The owner reserves the option to accept the bid of any of the other bidder within ten (10) calendar days from default, in which case such acceptance shall have the same effect on such bidder as though he were the original, successful bidder.

3.5 Permitting Requirements

Contractor is required to obtain all required permits prior to the start of construction.

a. City of Destin Building Permit: "Infrastructure/Utility/Stormwater"
b. Any and all other applicable and/or required federal, state, and local permits

3.6 Codes and Standards

All project work shall be done in accordance with all appliable Federal, State, and local codes and standards which include, Florida Building Codes, City Codes and Ordinances, Approved Development Order and Manufacturers Recommendations and Manufactures Signed Sealed Engineered installation instructions.

5.0 CONSTRUCTION CONSIDERATIONS

Project implementation for this scope of work under this RFB includes all labor, materials, equipment and services required for construction including any permitting, compliance with all federal, state and local codes and construction of the project. All construction shall be completed

as indicated in the construction documents. All work shall meet City standards and be performed to the satisfaction of the City Engineer, Building Official or his/her designee. All materials and equipment shall be subject to inspection by the City prior to incorporation into the final work.

5.1 Subcontractor(s)

Unless otherwise stated in the contract documents or the bidding requirements, the contractor, as soon as practicable after award of the contract, shall furnish in writing to the City the names of persons or entities, including those who are to furnish materials or equipment fabricated to a special design, proposed for each principal portion of the Work. The City will promptly inform the bidder in writing whether it has reasonable objection to any such proposed person or entity. The City may consider the use of any subcontractor when evaluating whether a bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference.

5.2 Notice to Proceed

The City shall issue a signed Purchase Order and official Notice to Proceed for the services referenced in this RFB and resulting contract. The Notice to Proceed shall be sent via email. Under no circumstances shall the City be liable for any services rendered unless the written Notice to Proceed has been sent and received by the Contractor(s). The Contractor(s) must acknowledge receipt of the written Notice to Proceed.

The services shall commence upon written Notice to Proceed from the City, and the project shall be completed in accordance with the project schedule.

5.3 Changes in Scope of Work

a. "Change Order" shall be defined as a written instrument prepared by and signed by the City Manager and Bidder, stating the specific agreement upon all of the following: the change in the scope of work, including additional or extra work, the amount of the adjustment, if any, to the contract price, and the adjustment, if any, to the contract completion time. The City Manager's authority to authorize Change Orders is constrained by the City's Purchasing Policy and Manual.
b. No claim for additional or extra work will be considered or paid by the City unless a request for a Change Order is first submitted in writing by the Bidder and authorized by the City as a Change Order.
c. All change orders shall be considered a written addendum to the Contract.

5.4 Site Preparation (as applicable)

a. Public Infrastructure and Accesses: Contractor will be responsible for any damages to publicly owned infrastructure to include sidewalks, curb and gutter, storm sewer inlets/grates, manholes, pipes, etc. Repair or replacement of these items will adhere to Florida Department of Transportation (FDOT), City of Destin, and Destin Water Users standards as applicable.

b. Hours of Operation: Contractor will limit times of activity to 6am to 6pm Monday through Sunday, in accordance with the City's Noise Ordinance. No construction activity shall take place on federally recognized Holidays. City of Destin reserves the right to direct the contractor as to specific days when work will be allowed.

c. Staging Area: Prepare a designated staging area for all construction materials and equipment associated with the construction work that is not accessible to the public, with a location agreed upon by the Parks and Recreation Director.

5.5 Schedule for Delivery of Materials

The successful respondent shall be responsible for receiving all materials delivered.

5.6 Waste Disposal

Contractor shall be responsible for disposal of all waste and debris.

5.7 Site Utilities

All site utilities (Electrical, Potable Water, Wastewater, and Storm Drainage/Stormwater) shall be maintained during the construction.

5.8 Material Data

a. United States-Produced Iron and Steel (s. 255.0993, Fla. Stat.) - Any iron or steel product permanently incorporated into the project must be produced in the United States

5.9 Construction Administration & Management

a. Identify a Construction/ Quality Assurance Supervisor. Providing their name(s), qualifications including a minimum of five (5) years of experience on similar scope and magnitude projects.

b. Construction/Quality Assurance Supervisor to provide construction coordination and is responsible for communicating with the City of Destin's Project Liaison, other contractors (as applicable); provides directives to sub-contractors and attends scheduled construction meetings on site, and review of all project billing.

- If named individual is replaced during construction period, replacement will require approval of same or greater credentials and experience level initially proposed prior to replacements' start of work.
- Named individual is to provide input to reports and meeting minutes with City of Destin, and other contractors.
- Responsible for quality control of project and addressing areas that may affect the quality of the project's final product and identify inspection procedures to ensure poor quality issues do not occur.
- Construction and Quality Assurance Supervisor shall be responsible for overall project construction quality control, inspection/field condition reports, weekly progress reports, project photographs, project schedule coordination, inspection scheduling, and schedule and attend biweekly construction progress meetings with City and other designees

5.10 Warranty Submittal Requirements

a. For all major pieces of equipment, submit a warranty from the equipment manufacturer. The manufacturer's warranty period shall be concurrent with the Contractor's for one (1) year, unless otherwise specified, commencing at the time of final acceptance by the Owner.

b. The City reserves the right to request warranties for equipment not classified as major. The Contractor shall still warrant equipment not considered to be "major" in the Contractor's one-year warranty period even though certificates of warranty may not be required.

c. In the event that the equipment manufacturer or supplier is unwilling to provide a one (1) year warranty commencing at the start of the Correction Period, the Contractor shall obtain from the manufacturer a two (2) year warranty commencing at the time of equipment delivery to the job site. This two (2) year warranty from the manufacturer shall not relieve the Contractor of the one (1) year warranty.

d. The City shall incur no labor or equipment cost during the guarantee period.

e. Guarantee shall cover all necessary labor, equipment and replacement parts resulting from faulty or inadequate equipment design, improper assembly or erection, defective workmanship and materials, leakage, breakage or other failure of all equipment and components furnished by the manufacturer.

6.0 EVALUATION OF RESPONSES

6.1 Selection Process

In general, the City will conduct the selection process in accordance with this Section and all applicable City purchasing policies and procedures.

6.2 Scoring

The criteria to determine the lowest, best responsive, and responsible bidder, is listed numerically below by their relative order of importance.

EVALUATION CRITERIA	Max POINTS
Price Proposal (1-5 points) x2	10
Qualifications/Experience (1-5 points)	5
Project Approach (1-5 points)	5
Past Performance (1-5 points)	5
TOTAL	**25**

Scoring Guidance
5 points: Meets the requirement 100%.
4 points: Some minor gaps but substantially meet the requirements.
3 points: More moderate gaps and does not meet the requirements.
2 points: Only partially meets the requirements.
1 point: Does not meet the requirements at all.

6.3 Criteria Descriptions

a. Price Proposal
- Costs will be evaluated based on the items outlined in the scope of work and price proposal submission requirements.
- Are costs reasonable compared to the work performed? Are assumptions used in developing costs reasonable?
- Did bidder provide all the requested cost information?
- How competitive is the price proposal compared to the others received?

b. Qualifications and Experience
- Does the contractor have the experience necessary to carry out the specific work for this project? Does the contractor have experience with similar projects?
- Does the background and qualifications of individual key team members provide proven technical, operational, and managerial experience needed to handle the proposed project? Are the company structure and the relation of the project team clearly shown?

- Do financial qualifications clearly demonstrate financial stability of the company?

c. Project Approach and Performance Differentiators
   - Does the submittal include detailed information that demonstrates the bidder's understanding of the scope of work and how they intend to meet the objectives of the project?
   - Does submittal demonstrate the firm's ability to manage existing budgets and implement cost controls throughout a project?
   - Has bidder demonstrated knowledge of local site conditions and applicable requirements? Does submittal contain approach to receiving permitting and maintaining the original construction scheduled as provided for in the scope of work?
   - Is project approach specific, describing the means and methods of accomplishing the work. Does it identify any key issues on the project and/or propose some potential solutions?
   - Is contractors schedule and availability practical and meet project requirements?

d. Past Performance
   - Do past performance evaluations and/or past performance information provided reflect a trend of satisfactory performance?
   - Basis of evaluation:
   - A pattern of successful completion of work
   - A pattern of work identical to, similar to, or related to the work the project requires.
   - Ability shown, through workmanship provided on other projects.
   - Did the bidder provide references, did they demonstrate the company's quality of work?

7.0 SUBMITTAL REQUIREMENTS

7.1 No Contact Clause

All prospective bidders are hereby instructed to not contact any member of the Destin City Council, City Manager, or City of Destin staff member other than the authorized city contact person identified below regarding this solicitation or the bidder's submittal package. In order to ensure a fair, competitive, and open process, once a project is advertised all communication between interested bidder and the City must be directed to:

City Clerk
City of Destin
4200 Indian Bayou Trail
Destin, Florida 32541
850-837-4242
cityclerk@cityofdestin.com
Office Hours: Monday- Friday, 8:00 A.M. TO 5:00 P.M. CT

Any such contact to anyone but the Clerk may be cause for rejection of your submittal.

7.2 Addenda

Submitter acknowledges that it is the submitter's responsibility to determine whether an Addendum has been issued; and if so, to obtain copies of such Addendum from the City Clerk of Destin and agrees to be bound by all addenda that have been issued for this REQUEST FOR BIDS. If addendum is issued, bidder shall sign and return each addendum with the submittal package. Failure to return signed any and all addenda may disqualify the submittal.

7.3 Inquiries

The City will not respond to oral inquiries. Proposers may submit only e-mailed inquiries regarding this RFB. The City will respond to written e-mailed inquiries received by May 16, 2025. Questions or requests for Bid documents, plans and specifications regarding this RFB may be directed to the City Clerk, 4200 Indian Bayou Trail 32541 (850) 837-4242 cityclerk@cityofdestin.com.

7.4 Submittal Preparation

Submittals should be prepared in the following order:

a. Coversheet: provide a submittal cover sheet that includes RFB NO. 25-07-CM, CROSSTOWN CONNECTOR CONSTRUCTION PHASE 1, bid opening date and bidder contact information.
b. Table of Contents: provide Table of Contents to aid the evaluation of the qualifications

c. Transmittal Letter: provide a signed letter of transmittal that demonstrates the bidder's:
   - commitment to perform the work,
   - understanding of the work to be done, including approach, notional schedule, assumptions, contingencies, and mitigating factors
   - delineating features that articulate why it is the best qualified firm to perform the work (e.g. bidder's qualifications, competence, and capacity for the construction proposed in this RFB),

d. Completed Forms [Reference RFB Attachments]
   - Attachment NO. 1 - Bidder Qualification Statement
   - Attachment NO. 2 - Public Entity Crime Form
   - Attachment NO. 3 - Drug Free Workplace Certification Form
   - Attachment NO. 4 - Bid Bond Form
   - Attachment NO. 5 - Anti-Human Trafficking Affidavit
   - Attachment NO. 6 - Anti-Collusion Statement

e. Proof of Insurance: provide proof of insurance meeting minimum insurance requirements as outlined in section 4.3 Insurance Requirements.
f. Addendums (if applicable)
g. Price Proposal Sheet
h. W-9
i. Copies of Proposal
j. Proof of licensing and certifications: provide proof of licensing and certifications meeting minimum requirements as outlined in section 4.2 License Requirements.
k. Florida Product Approval Certifications

Failure to provide any of the above listed mandatory information shall result in the elimination of the submittal package from consideration.

7.5 Price Proposal Sheet

The 'Total Base Bid' and 'Total Alternative Bid Items' amounts, as respectively submitted by the bidder in the Price Proposal Sheet, shall include the cost of all work and all costs incidentals thereto, to accomplish the scope identified in this RFB and supporting Exhibits.

7.6 Conflict of Interest Disclosure

Each proposal is subject to the provisions of Florida Statutes, Chapter 112, providing that all bidders must disclose with the RFB submittal the name of any officer, director, or agent who is also a public officer or an employee of the City of Destin. Further, all bidders must disclose the name of any City officer or employee who owns, directly or indirectly, an interest of five percent or more in the Bidding firm.

7.7 Drug Free Workplace Program

Complete the form provided.

7.8 Public Entity Crime Form

Each submittal shall contain a completed Public Entity Crime Form pursuant to Florida Statutes, Section 287.132-133, providing that no public entity shall accept any proposal from or award any contract to, or transact any business in excess of the threshold amount for Category Two ($25,000) for a period of thirty-six months from the date placed on the convicted vendor list.

7.9 Anti-Human Trafficking Affidavit

All nongovernmental entities that are or potentially will be contracting, renewing or extending contracts with the City of Destin must have an officer or representative fully execute this affidavit. Note, this is a mandatory requirement of s 787.06(13), Florida Statutes effective July 1, 2024.

7.10 Sealed Submittal Packages

All proposals to be considered must be in the possession of the Destin City Clerk no later than **June 9, 2025, 1:00 p.m. (CDT)**. Submittals may be mailed or delivered to the Office of the City Clerk at the address below and shall be submitted in a sealed envelope clearly marked **"RFB NO. 25-07-CM, CROSSTOWN CONNECTOR CONSTRUCTION PHASE 1"** and note the time and date of the opening. Regardless of method of delivery, each bidder shall be responsible for their Bid being delivered on time, as the City of Destin assumes no responsibility for same. Proposals offered or received after the time set for the Bid Opening will be rejected and returned unopened to the submitter.

Mailing and Hand Delivery Address:

City Clerk
City of Destin
4200 Indian Bayou Trail
Destin, Florida 32541
850-837-4242
cityclerk@cityofdestin.com
Office Hours: Monday- Friday, 8:00 A.M. TO 5:00 P.M. CT

7.11 Bid Withdrawals

Bidders may withdraw a bid after it has been submitted any time before the scheduled time for opening the bids. To withdraw a Bid, contact in writing via email at cityclerk@cityofdestin.com.

7.12 Bid Opening

Proposals will be opened publicly and read aloud on **June 9, 2025, 1:00 p.m. (CT)** in the City Hall Board Room, 4200 Indian Bayou Trail, Destin, Florida.

7.13 Reservation of Rights

The City reserves the right to reject any and all proposals or portions thereof, to waive minor defects and informalities in the process, to re-advertise, to accept the proposal or award multiple proposals or take any other actions deemed by the City to be in the City's best interest.

7.14 Public Records

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (850) 837-4242, CITY CLERK, 4200 INDIAN BAYOU TRAIL, DESTIN, FL.

The successful bidder shall:

a. Keep and maintain public records required by the CITY to perform the service.
b. Upon request from the City's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this FS Chapter 119 or as otherwise provided by law.
c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the public agency.

   Upon completion of the contract, transfer, at no cost, to the CITY all public records in possession of the contractor or keep and maintain public records required by the CITY agency to perform the service. If the CONTRACTOR transfers all public records to the CITY upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the GROUP shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

A D D E N D A

CITY OF DESTIN

FLORIDA

RFQ TITLE: **RFQ No. 25-07-CD, CROSSTOWN CONNECTOR CONSTRUCTION PHASE 1**

RESPONDENT: H&T Contractors, LLC

DATE SUBMITTED: 06/09/2025

We propose and agree, if this submittal is accepted, to contract with the City of Destin, in the Contract Form, to furnish all material, equipment, machinery, tools, apparatus, means of transportation, construction, coordination, labor and services necessary to complete/provide the work specified by the Contract documents.

Having studied the documents prepared by:

CITY OF DESTIN

We propose to perform the work of this Project according to the Contract documents and the following addenda which we have received:

ADDENDUM NO.	DATE	ADDENDUM No.	DATE
NO. 1	05/27/2025		

☐ NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS BID

ADDENDUM NO. 1

CITY OF DESTIN, FLORIDA
REQUEST FOR BIDS RFB NO. 25-07-CM
CROSSTOWN CONNECTOR CONSTRUCTION PHASE 1
PROJECT

MAY 27, 2025

To All Potential Proposers:

This addendum modifies the previously issued RFB and is hereby made a part of the proposal documents. Per the RFB, proposer shall acknowledge receipt of any and all addenda; and shall include this acknowledgement receipt in their submittal. Failure to do so may subject the proposer to disqualification.

The following items shall become a part of the proposal for the above referenced project.

The City received the following questions from a potential bidder with respect to the City's RFB NO. 25-07-CM. As per the City's standard practice, the City is furnishing the responses below to these questions.

Question: Is this [quantities shown in the price proposal sheet] all that is being done in PH 1?

Response: Yes.

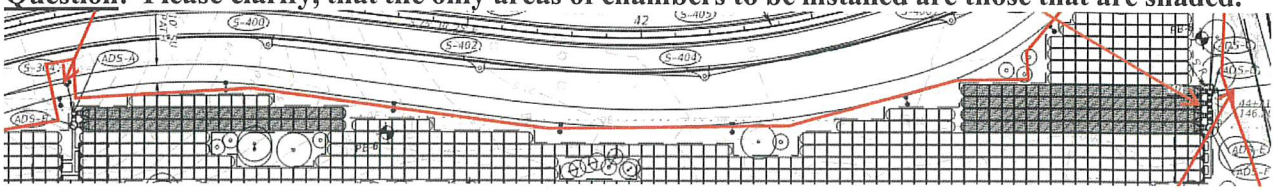
Question: Will this project require Davis bacon, owner paid materials and what are the liquidated damages for this project?

Response: This project is not federally-funded therefore Davis Bacon does not apply. The project will not require owner-paid materials; contractor will furnish all materials. Liquidated Damages are set at $500 per day.

Question: What is the estimated construction budget?

Response: The estimated construction cost is $2,400,000.

Question: Please clarify, that the only areas of chambers to be installed are those that are shaded.



Response: No, all of the stormwater chambers will be constructed in phase 1. Revised ADS Chamber System plans are included with this Addendum.

Question: Please confirm that all excess material from the excavation of the pond and installation of the chambers, can be left onsite.

Response: Confirmed. As stated in Section 3.1, excess fill material excavated for underground stormwater retention system shall remain the property of the City and remain onsite within the limits of the right of way. No ponds are excavated in phase 1.

Question: Please confirm that the red lines on the pond cross sections are the proposed grades for this phase of work.

Response: Confirmed.

Question: Please confirm the only work associated with this phase of work is listed on page 52 of the plans.

Response: Section 3.1 of the RFB details the work included in phase 1. This work is primarily shown on pages 1-7 of the ADS Chamber System plans and page 52 of the Roadway plans. Other details of the work are included in the roadway plans, typically noted or boxed in red. Sodding the disturbed areas is included in phase 1 but not specifically shown on page 52.

Question: What is the anticipated schedule for advertising construction of phase 2.

Response: Phase 2 is dependent on the availability of FDOT funding and is anticipated to be advertised in Fall 2025.

Question: What is the estimated construction of phases 2?

Response: A separate cost estimate for phase 2 has not been completed. The Engineers estimate of construction costs of the total project (combined, no phasing of construction) was $11,802,514.27. This estimate was completed in October 2024.

Attachments:

1. PreBid Meeting attendance sign in sheet
2. Revised ADS Chamber System Plans

The bid opening date for 25-07-CM remains June 9, 2025 at 1:00 P.M. (CT)

PRE-BID MEETING SIGN-IN SHEET

PROJECT Crosstown Connector Construction Phase 1 RFB 25-07-CM

DATE: 5/21/25 TIME: 10:00 am LOCATION HELD: City Hall

Please Print

NAME	TITLE	COMPANY	PHONE #	E-MAIL USERID
Dennis Hagglund	Project Manager	Daher Contracting	8503768261	P.m@dahercontracting.com
JACK ELLIOTT	PROJ. ENG.	RS & H	850 258 3992	jack.elliott@rsandh.com
TJ Tindle	MGRM	H&T Contractors	850 687 9121	TJ@H-Tcontractors.com
Bayn Powell	Estimator	CWR	850-974-1525	bapowell@cwrcontracting.com
Richard Overman	General Super	RBM Contracting	850 622 1434	roverman@RBM Contracting
TRAE Hurst	Proj Admin	Halff Associates Inc	813-997-3035	THurst@halff.com
ERIC ROSENSTEIN	SR. PROJ. ENG.	HALFF ASSOC	850-596-8031	erosenstein@halff.com
Stephanie Lindsay	Project Manager	Utility Consultants of Florida	325-733-2690	slindsay.ucof@gmail.com
Garrett Rysula	Estimator	Gulf Coast utility Contractors	850-387-9351	Garrett.Rysula@GCUC.net
Darryl Carpenter	Regional Manager	Phillips & Jordan	850-508-6403	dcarpenter@PandJ.com
Doug Pritchard	Halff P.A.	Halff	850 978 1969	dpritchard@halff.com
Matt Taylor	Project Manager ~~Atkins Realis~~	Atkins Realis	407 806 4239	mattuew.taylor@Atkinsrealis.com

PROJECT INFORMATION	
ENGINEERED PRODUCT MANAGER:	EVAN BOWLES 470-701-1106 EVAN.BOWLES@ADSPIPE.COM
ADS SALES REP:	RIO OROS 850-572-1838 RIO.OROS@ADSPIPE.COM
PROJECT NO:	S317945

Advanced Drainage Systems, Inc.

SiteAssist™
FOR STORMTECH
INSTALLATION INSTRUCTIONS
VISIT OUR WEBSITE

DESTIN CROSS TOWN CONNECTOR

DESTIN, FL

SC-800 STORMTECH CHAMBER SPECIFICATIONS

1. CHAMBERS SHALL BE STORMTECH SC-800.
2. CHAMBERS SHALL BE ARCH-SHAPED AND SHALL BE MANUFACTURED FROM VIRGIN, IMPACT-MODIFIED POLYPROPYLENE COPOLYMERS.
3. CHAMBERS SHALL MEET THE REQUIREMENTS OF ASTM F2418, "STANDARD SPECIFICATION FOR POLYPROPYLENE (PP) CORRUGATED WALL STORMWATER COLLECTION CHAMBERS".
4. CHAMBER ROWS SHALL PROVIDE CONTINUOUS, UNOBSTRUCTED INTERNAL SPACE WITH NO INTERNAL SUPPORTS THAT WOULD IMPEDE FLOW OR LIMIT ACCESS FOR INSPECTION.
5. THE STRUCTURAL DESIGN OF THE CHAMBERS, THE STRUCTURAL BACKFILL, AND THE INSTALLATION REQUIREMENTS SHALL ENSURE THAT THE LOAD FACTORS SPECIFIED IN THE AASHTO LRFD BRIDGE DESIGN SPECIFICATIONS, SECTION 12.12, ARE MET FOR: 1) LONG-DURATION DEAD LOADS AND 2) SHORT-DURATION LIVE LOADS, BASED ON THE AASHTO DESIGN TRUCK WITH CONSIDERATION FOR IMPACT AND MULTIPLE VEHICLE PRESENCES.
6. CHAMBERS SHALL BE DESIGNED AND ALLOWABLE LOAD CONFIGURATIONS DETERMINED IN ACCORDANCE WITH ASTM F2787, "STANDARD PRACTICE FOR STRUCTURAL DESIGN OF THERMOPLASTIC CORRUGATED WALL STORMWATER COLLECTION CHAMBERS". LOAD CONFIGURATIONS SHALL INCLUDE: 1) INSTANTANEOUS (<1 MIN) AASHTO DESIGN TRUCK LIVE LOAD ON MINIMUM COVER 2) MAXIMUM PERMANENT (75-YR) COVER LOAD AND 3) ALLOWABLE COVER WITH PARKED (1-WEEK) AASHTO DESIGN TRUCK.
7. REQUIREMENTS FOR HANDLING AND INSTALLATION:
   - TO MAINTAIN THE WIDTH OF CHAMBERS DURING SHIPPING AND HANDLING, CHAMBERS SHALL HAVE INTEGRAL, INTERLOCKING STACKING LUGS.
   - TO ENSURE A SECURE JOINT DURING INSTALLATION AND BACKFILL, THE HEIGHT OF THE CHAMBER JOINT SHALL NOT BE LESS THAN 2".
   - TO ENSURE THE INTEGRITY OF THE ARCH SHAPE DURING INSTALLATION, a) THE ARCH STIFFNESS CONSTANT SHALL BE GREATER THAN OR EQUAL TO 750 LBS/FT/%. THE ASC IS DEFINED IN SECTION 6.2.8 OF ASTM F2418. AND b) TO RESIST CHAMBER DEFORMATION DURING INSTALLATION AT ELEVATED TEMPERATURES (ABOVE 73° F / 23° C), CHAMBERS SHALL BE PRODUCED FROM REFLECTIVE GOLD OR YELLOW COLORS.
8. ONLY CHAMBERS THAT ARE APPROVED BY THE SITE DESIGN ENGINEER WILL BE ALLOWED. UPON REQUEST BY THE SITE DESIGN ENGINEER OR OWNER, THE CHAMBER MANUFACTURER SHALL SUBMIT A STRUCTURAL EVALUATION FOR APPROVAL BEFORE DELIVERING CHAMBERS TO THE PROJECT SITE AS FOLLOWS:
   - THE STRUCTURAL EVALUATION SHALL BE SEALED BY A REGISTERED PROFESSIONAL ENGINEER.
   - THE STRUCTURAL EVALUATION SHALL DEMONSTRATE THAT THE SAFETY FACTORS ARE GREATER THAN OR EQUAL TO 1.95 FOR DEAD LOAD AND 1.75 FOR LIVE LOAD, THE MINIMUM REQUIRED BY ASTM F2787 AND BY SECTIONS 3 AND 12.12 OF THE AASHTO LRFD BRIDGE DESIGN SPECIFICATIONS FOR THERMOPLASTIC PIPE.
   - THE TEST DERIVED CREEP MODULUS AS SPECIFIED IN ASTM F2418 SHALL BE USED FOR PERMANENT DEAD LOAD DESIGN EXCEPT THAT IT SHALL BE THE 75-YEAR MODULUS USED FOR DESIGN.
9. CHAMBERS AND END CAPS SHALL BE PRODUCED AT AN ISO 9001 CERTIFIED MANUFACTURING FACILITY.
10. MANIFOLD SIZE TO BE DETERMINED BY SITE DESIGN ENGINEER. SEE TECHNICAL NOTE 6.32 FOR MANIFOLD SIZING GUIDANCE. DUE TO THE ADAPTATION OF THIS CHAMBER SYSTEM TO SPECIFIC SITE AND DESIGN CONSTRAINTS, IT MAY BE NECESSARY TO CUT AND COUPLE ADDITIONAL PIPE TO STANDARD MANIFOLD COMPONENTS IN THE FIELD.
11. ADS DOES NOT DESIGN OR PROVIDE MEMBRANE LINER SYSTEMS. TO MINIMIZE THE LEAKAGE POTENTIAL OF LINER SYSTEMS, THE MEMBRANE LINER SYSTEM SHOULD BE DESIGNED BY A KNOWLEDGEABLE GEOTEXTILE PROFESSIONAL AND INSTALLED BY A QUALIFIED CONTRACTOR.

IMPORTANT - NOTES FOR THE BIDDING AND INSTALLATION OF THE SC-800 SYSTEM

1. STORMTECH SC-800 CHAMBERS SHALL NOT BE INSTALLED UNTIL THE MANUFACTURER'S REPRESENTATIVE HAS COMPLETED A PRE-CONSTRUCTION MEETING WITH THE INSTALLERS.
2. STORMTECH SC-800 CHAMBERS SHALL BE INSTALLED IN ACCORDANCE WITH THE "STORMTECH SC-310/SC-740/SC-800/DC-780 CONSTRUCTION GUIDE".
3. CHAMBERS ARE NOT TO BE BACKFILLED WITH A DOZER OR AN EXCAVATOR SITUATED OVER THE CHAMBERS. STORMTECH RECOMMENDS 3 BACKFILL METHODS:
   - STONESHOOTER LOCATED OFF THE CHAMBER BED.
   - BACKFILL AS ROWS ARE BUILT USING AN EXCAVATOR ON THE FOUNDATION STONE OR SUBGRADE.
   - BACKFILL FROM OUTSIDE THE EXCAVATION USING A LONG BOOM HOE OR EXCAVATOR.
4. THE FOUNDATION STONE SHALL BE LEVELED AND COMPACTED PRIOR TO PLACING CHAMBERS.
5. JOINTS BETWEEN CHAMBERS SHALL BE PROPERLY SEATED PRIOR TO PLACING STONE.
6. MAINTAIN MINIMUM - 6" (150 mm) SPACING BETWEEN THE CHAMBER ROWS.
7. EMBEDMENT STONE SURROUNDING CHAMBERS MUST BE A CLEAN, CRUSHED, ANGULAR STONE OR RECYCLED CONCRETE; AASHTO M43 #3, 357, 4, 467, 5, 56, OR 57.
8. THE CONTRACTOR MUST REPORT ANY DISCREPANCIES WITH CHAMBER FOUNDATION MATERIALS BEARING CAPACITIES TO THE SITE DESIGN ENGINEER.
9. ADS RECOMMENDS THE USE OF "FLEXSTORM CATCH IT" INSERTS DURING CONSTRUCTION FOR ALL INLETS TO PROTECT THE SUBSURFACE STORMWATER MANAGEMENT SYSTEM FROM CONSTRUCTION SITE RUNOFF.

NOTES FOR CONSTRUCTION EQUIPMENT

1. STORMTECH SC-800 CHAMBERS SHALL BE INSTALLED IN ACCORDANCE WITH THE "STORMTECH SC-310/SC-740/SC-800/DC-780 CONSTRUCTION GUIDE".
2. THE USE OF CONSTRUCTION EQUIPMENT OVER SC-800 CHAMBERS IS LIMITED:
   - NO EQUIPMENT IS ALLOWED ON BARE CHAMBERS.
   - NO RUBBER TIRED LOADERS, DUMP TRUCKS, OR EXCAVATORS ARE ALLOWED UNTIL PROPER FILL DEPTHS ARE REACHED IN ACCORDANCE WITH THE "STORMTECH SC-310/SC-740/SC-800/DC-780 CONSTRUCTION GUIDE".
   - WEIGHT LIMITS FOR CONSTRUCTION EQUIPMENT CAN BE FOUND IN THE "STORMTECH SC-310/SC-740/SC-800/DC-780 CONSTRUCTION GUIDE".
3. FULL 36" (900 mm) OF STABILIZED COVER MATERIALS OVER THE CHAMBERS IS REQUIRED FOR DUMP TRUCK TRAVEL OR DUMPING.

USE OF A DOZER TO PUSH EMBEDMENT STONE BETWEEN THE ROWS OF CHAMBERS MAY CAUSE DAMAGE TO THE CHAMBERS AND IS NOT AN ACCEPTABLE BACKFILL METHOD. ANY CHAMBERS DAMAGED BY THE "DUMP AND PUSH" METHOD ARE NOT COVERED UNDER THE STORMTECH STANDARD WARRANTY.

CONTACT STORMTECH AT 1-800-821-6710 WITH ANY QUESTIONS ON INSTALLATION REQUIREMENTS OR WEIGHT LIMITS FOR CONSTRUCTION EQUIPMENT.

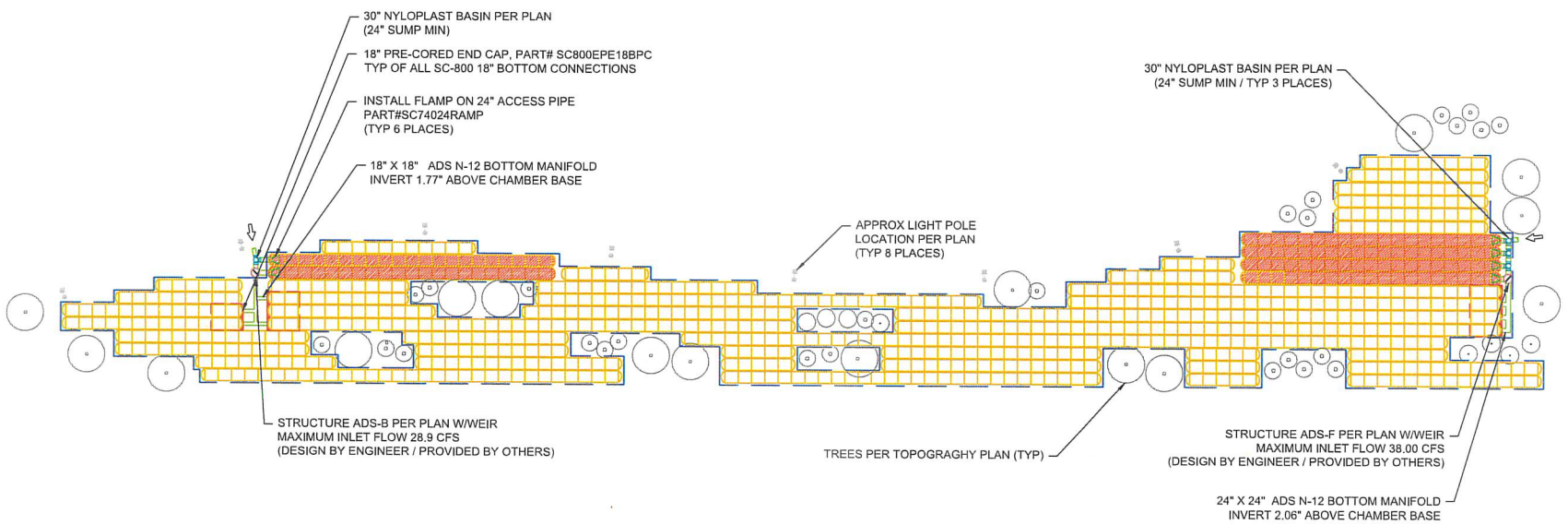
©2025 ADS, INC.

PROPOSED LAYOUT

831	STORMTECH MC-3500 CHAMBERS
100	STORMTECH MC-3500 END CAPS
12	STONE ABOVE (in)
9	STONE BELOW (in)
40	% STONE VOID
152,425	**INSTALLED SYSTEM VOLUME (CF) (PERIMETER STONE INCLUDED)**
13,147	**ISOLATOR ROW WQ VOLUME (BARE CHAMBER ONLY)**
45420	SYSTEM AREA (ft²)
2390	SYSTEM PERIMETER (ft)

PROPOSED ELEVATIONS

23.50	MAXIMUM ALLOWABLE GRADE (TOP OF PAVEMENT/UNPAVED)
17.50	MINIMUM ALLOWABLE GRADE (UNPAVED WITH TRAFFIC)
17.00	MINIMUM ALLOWABLE GRADE (UNPAVED NO TRAFFIC)
17.00	MINIMUM ALLOWABLE GRADE (BASE OF FLEXIBLE PAVEMENT)
17.00	MINIMUM ALLOWABLE GRADE (TOP OF RIGID PAVEMENT)
16.50	TOP OF STONE
15.50	TOP OF MC-3500 CHAMBER
11.92	24" ISOLATOR ROW PLUS CONNECTION INVERT
11.92	24" BOTTOM MANIFOLD/CONNECTION INVERT
11.90	18" BOTTOM MANIFOLD/CONNECTION INVERT
11.75	BOTTOM OF MC-3500 CHAMBER
11.00	BOTTOM OF STONE



ISOLATOR ROW PLUS (SEE DETAIL)

PLACE MINIMUM 17.5' OF ADSPLUS125 WOVEN GEOTEXTILE
OVER BEDDING STONE AND UNDERNEATH CHAMBER FEET
FOR SCOUR PROTECTION AT ALL CHAMBER INLET ROWS

BED LIMITS

DESTIN CROSS TOWN CONNECTOR
DESTIN, FL

DATE: 10/04/22 | DRAWN: NSL
PROJECT #: S317945 | CHECKED: CJD

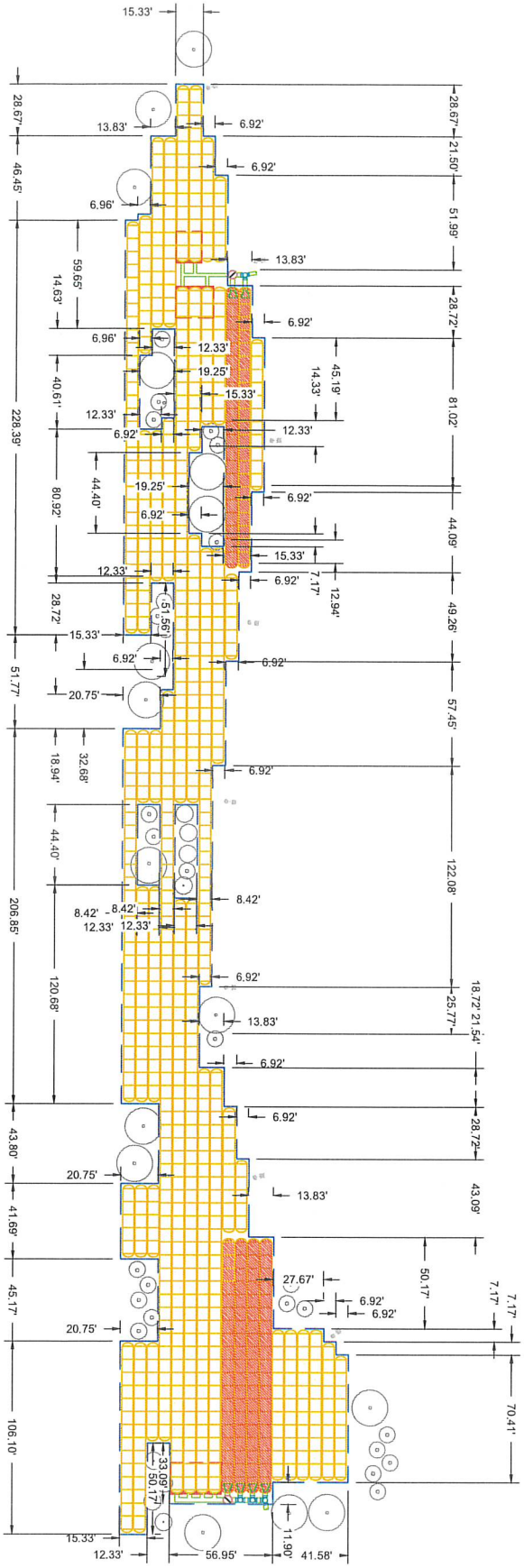
DATE	DWN	CHK
5/7/2025	SVO	JPR

StormTech®
Chamber System

4640 TRUEMAN BLVD
HILLIARD, OH 43026

0 60' 120'

THIS DRAWING HAS BEEN PREPARED BASED ON INFORMATION PROVIDED TO ADS/STORMTECH UNDER THE DIRECTION OF THE PROJECT'S ENGINEER OF RECORD ("EOR") OR OTHER PROJECT REPRESENTATIVE. THIS DRAWING IS NOT INTENDED FOR USE IN BIDDING OR CONSTRUCTION WITHOUT THE EOR'S PRIOR APPROVAL. EOR SHALL REVIEW THIS DRAWING PRIOR TO BIDDING AND/OR CONSTRUCTION. IT IS THE ULTIMATE RESPONSIBILITY OF THE EOR TO ENSURE THAT THE PRODUCT(S) DEPICTED AND ALL ASSOCIATED DETAILS MEET ALL APPLICABLE LAWS, REGULATIONS, AND PROJECT REQUIREMENTS.



SHEET 3 OF 7	ADS 4640 TRUEMAN BLVD HILLIARD, OH 43026	StormTech® Chamber System		DATE 5/7/2025	DESTIN CROSS TOWN CONNECTOR
	0 60' 120'			DWN SVO	DESTIN, FL
				CHK JPR	DATE: 10/04/22 DRAWN: NSL
					PROJECT #: S317945 CHECKED: CJD

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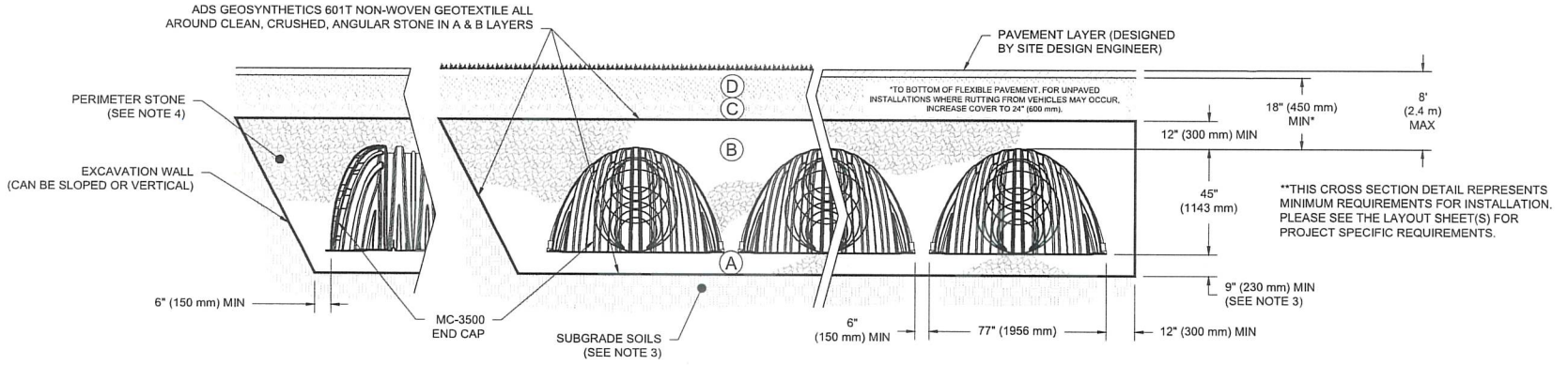
ACCEPTABLE FILL MATERIALS: STORMTECH MC-3500 CHAMBER SYSTEMS

MATERIAL LOCATION		DESCRIPTION	AASHTO MATERIAL CLASSIFICATIONS	COMPACTION / DENSITY REQUIREMENT
D	**FINAL FILL:** FILL MATERIAL FOR LAYER 'D' STARTS FROM THE TOP OF THE 'C' LAYER TO THE BOTTOM OF FLEXIBLE PAVEMENT OR UNPAVED FINISHED GRADE ABOVE. NOTE THAT PAVEMENT SUBBASE MAY BE PART OF THE 'D' LAYER	ANY SOIL/ROCK MATERIALS, NATIVE SOILS, OR PER ENGINEER'S PLANS. CHECK PLANS FOR PAVEMENT SUBGRADE REQUIREMENTS.	N/A	PREPARE PER SITE DESIGN ENGINEER'S PLANS. PAVED INSTALLATIONS MAY HAVE STRINGENT MATERIAL AND PREPARATION REQUIREMENTS.
C	**INITIAL FILL:** FILL MATERIAL FOR LAYER 'C' STARTS FROM THE TOP OF THE EMBEDMENT STONE ('B' LAYER) TO 18" (450 mm) ABOVE THE TOP OF THE CHAMBER. NOTE THAT PAVEMENT SUBBASE MAY BE A PART OF THE 'C' LAYER.	GRANULAR WELL-GRADED SOIL/AGGREGATE MIXTURES, <35% FINES OR PROCESSED AGGREGATE. MOST PAVEMENT SUBBASE MATERIALS CAN BE USED IN LIEU OF THIS LAYER.	AASHTO M145[1] A-1, A-2-4, A-3 OR AASHTO M43[1] 3, 357, 4, 467, 5, 56, 57, 6, 67, 68, 7, 78, 8, 89, 9, 10	BEGIN COMPACTIONS AFTER 18" (450 mm) OF MATERIAL OVER THE CHAMBERS IS REACHED. COMPACT ADDITIONAL LAYERS IN 12" (300 mm) MAX LIFTS TO A MIN. 95% PROCTOR DENSITY FOR WELL GRADED MATERIAL AND 95% RELATIVE DENSITY FOR PROCESSED AGGREGATE MATERIALS.
B	**EMBEDMENT STONE:** FILL SURROUNDING THE CHAMBERS FROM THE FOUNDATION STONE ('A' LAYER) TO THE 'C' LAYER ABOVE.	CLEAN, CRUSHED, ANGULAR STONE OR RECYCLED CONCRETE[5]	AASHTO M43[1] 3, 357, 4, 467, 5, 56, 57	NO COMPACTION REQUIRED
A	**FOUNDATION STONE:** FILL BELOW CHAMBERS FROM THE SUBGRADE UP TO THE FOOT (BOTTOM) OF THE CHAMBER.	CLEAN, CRUSHED, ANGULAR STONE OR RECYCLED CONCRETE[5]	AASHTO M43[1] 3, 357, 4, 467, 5, 56, 57	PLATE COMPACT OR ROLL TO ACHIEVE A FLAT SURFACE.[2,3]

PLEASE NOTE:
1. THE LISTED AASHTO DESIGNATIONS ARE FOR GRADATIONS ONLY. THE STONE MUST ALSO BE CLEAN, CRUSHED, ANGULAR. FOR EXAMPLE, A SPECIFICATION FOR #4 STONE WOULD STATE: "CLEAN, CRUSHED, ANGULAR NO. 4 (AASHTO M43) STONE".
2. STORMTECH COMPACTION REQUIREMENTS ARE MET FOR 'A' LOCATION MATERIALS WHEN PLACED AND COMPACTED IN 9" (230 mm) (MAX) LIFTS USING TWO FULL COVERAGES WITH A VIBRATORY COMPACTOR.
3. WHERE INFILTRATION SURFACES MAY BE COMPROMISED BY COMPACTION, FOR STANDARD DESIGN LOAD CONDITIONS, A FLAT SURFACE MAY BE ACHIEVED BY RAKING OR DRAGGING WITHOUT COMPACTION EQUIPMENT. FOR SPECIAL LOAD DESIGNS, CONTACT STORMTECH FOR COMPACTION REQUIREMENTS.
4. ONCE LAYER 'C' IS PLACED, ANY SOIL/MATERIAL CAN BE PLACED IN LAYER 'D' UP TO THE FINISHED GRADE. MOST PAVEMENT SUBBASE SOILS CAN BE USED TO REPLACE THE MATERIAL REQUIREMENTS OF LAYER 'C' OR 'D' AT THE SITE DESIGN ENGINEER'S DISCRETION.
5. WHERE RECYCLED CONCRETE AGGREGATE IS USED IN LAYERS 'A' OR 'B' THE MATERIAL SHOULD ALSO MEET THE ACCEPTABILITY CRITERIA OUTLINED IN TECHNICAL NOTE 6.20 "RECYCLED CONCRETE STRUCTURAL BACKFILL".



NOTES:

1. CHAMBERS SHALL MEET THE REQUIREMENTS OF ASTM F2418, "STANDARD SPECIFICATION FOR POLYPROPYLENE (PP) CORRUGATED WALL STORMWATER COLLECTION CHAMBERS" CHAMBER CLASSIFICATION 45x76 DESIGNATION SS.
2. MC-3500 CHAMBERS SHALL BE DESIGNED IN ACCORDANCE WITH ASTM F2787 "STANDARD PRACTICE FOR STRUCTURAL DESIGN OF THERMOPLASTIC CORRUGATED WALL STORMWATER COLLECTION CHAMBERS".
3. THE SITE DESIGN ENGINEER IS RESPONSIBLE FOR ASSESSING THE BEARING RESISTANCE (ALLOWABLE BEARING CAPACITY) OF THE SUBGRADE SOILS AND THE DEPTH OF FOUNDATION STONE WITH CONSIDERATION FOR THE RANGE OF EXPECTED SOIL MOISTURE CONDITIONS. REFERENCE STORMTECH DESIGN MANUAL FOR BEARING CAPACITY GUIDANCE.
4. PERIMETER STONE MUST BE EXTENDED HORIZONTALLY TO THE EXCAVATION WALL FOR BOTH VERTICAL AND SLOPED EXCAVATION WALLS.
5. REQUIREMENTS FOR HANDLING AND INSTALLATION:
   - TO MAINTAIN THE WIDTH OF CHAMBERS DURING SHIPPING AND HANDLING, CHAMBERS SHALL HAVE INTEGRAL, INTERLOCKING STACKING LUGS.
   - TO ENSURE A SECURE JOINT DURING INSTALLATION AND BACKFILL, THE HEIGHT OF THE CHAMBER JOINT SHALL NOT BE LESS THAN 3".
   - TO ENSURE THE INTEGRITY OF THE ARCH SHAPE DURING INSTALLATION, a) THE ARCH STIFFNESS CONSTANT AS DEFINED IN SECTION 6.2.8 OF ASTM F2418 SHALL BE GREATER THAN OR EQUAL TO 500 LBS/FT/%. AND b) TO RESIST CHAMBER DEFORMATION DURING INSTALLATION AT ELEVATED TEMPERATURES (ABOVE 73° F / 23° C), CHAMBERS SHALL BE PRODUCED FROM REFLECTIVE GOLD OR YELLOW COLORS.

DESTIN CROSS TOWN CONNECTOR
DESTIN, FL
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StormTech® Chamber System

4640 TRUEMAN BLVD
HILLIARD, OH 43026

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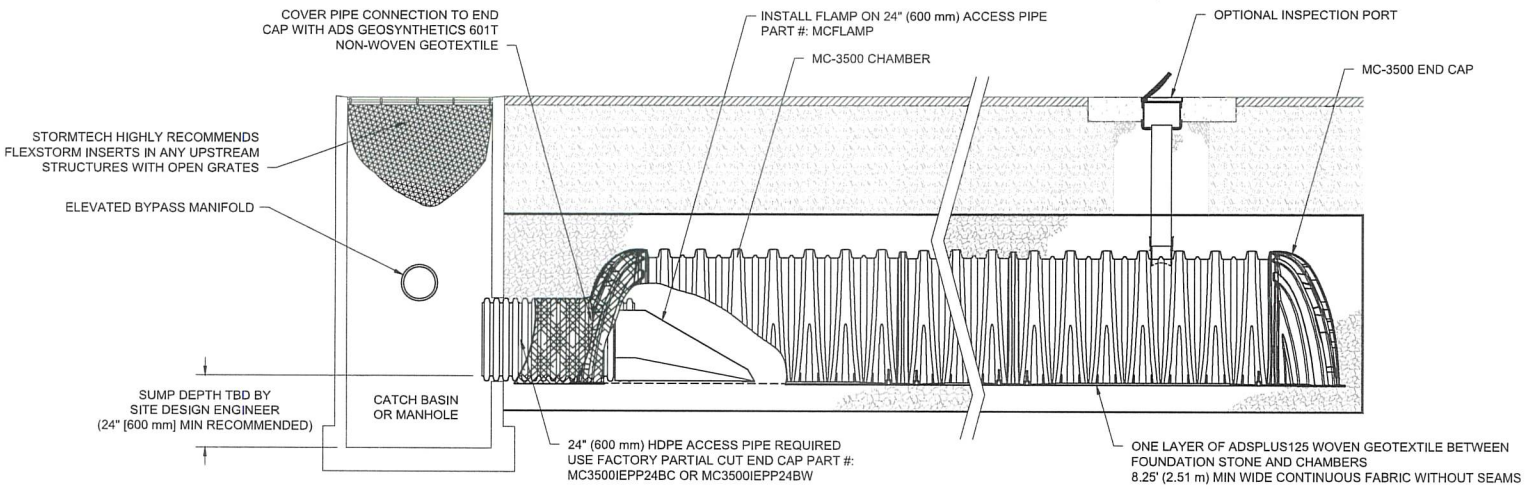

MC-3500 ISOLATOR ROW PLUS DETAIL
NTS

INSPECTION & MAINTENANCE

STEP 1) INSPECT ISOLATOR ROW PLUS FOR SEDIMENT
- A. INSPECTION PORTS (IF PRESENT)
  - A.1. REMOVE/OPEN LID ON NYLOPLAST INLINE DRAIN
  - A.2. REMOVE AND CLEAN FLEXSTORM FILTER IF INSTALLED
  - A.3. USING A FLASHLIGHT AND STADIA ROD, MEASURE DEPTH OF SEDIMENT AND RECORD ON MAINTENANCE LOG
  - A.4. LOWER A CAMERA INTO ISOLATOR ROW PLUS FOR VISUAL INSPECTION OF SEDIMENT LEVELS (OPTIONAL)
  - A.5. IF SEDIMENT IS AT, OR ABOVE, 3" (80 mm) PROCEED TO STEP 2. IF NOT, PROCEED TO STEP 3.
- B. ALL ISOLATOR PLUS ROWS
  - B.1. REMOVE COVER FROM STRUCTURE AT UPSTREAM END OF ISOLATOR ROW PLUS
  - B.2. USING A FLASHLIGHT, INSPECT DOWN THE ISOLATOR ROW PLUS THROUGH OUTLET PIPE
    - i) MIRRORS ON POLES OR CAMERAS MAY BE USED TO AVOID A CONFINED SPACE ENTRY
    - ii) FOLLOW OSHA REGULATIONS FOR CONFINED SPACE ENTRY IF ENTERING MANHOLE
  - B.3. IF SEDIMENT IS AT, OR ABOVE, 3" (80 mm) PROCEED TO STEP 2. IF NOT, PROCEED TO STEP 3.

STEP 2) CLEAN OUT ISOLATOR ROW PLUS USING THE JETVAC PROCESS
- A. A FIXED CULVERT CLEANING NOZZLE WITH REAR FACING SPREAD OF 45° (1.1 m) OR MORE IS PREFERRED
- B. APPLY MULTIPLE PASSES OF JETVAC UNTIL BACKFLUSH WATER IS CLEAN
- C. VACUUM STRUCTURE SUMP AS REQUIRED

STEP 3) REPLACE ALL COVERS, GRATES, FILTERS, AND LIDS; RECORD OBSERVATIONS AND ACTIONS.

STEP 4) INSPECT AND CLEAN BASINS AND MANHOLES UPSTREAM OF THE STORMTECH SYSTEM.

NOTES

1. INSPECT EVERY 6 MONTHS DURING THE FIRST YEAR OF OPERATION. ADJUST THE INSPECTION INTERVAL BASED ON PREVIOUS OBSERVATIONS OF SEDIMENT ACCUMULATION AND HIGH WATER ELEVATIONS.
2. CONDUCT JETTING AND VACTORING ANNUALLY OR WHEN INSPECTION SHOWS THAT MAINTENANCE IS NECESSARY.

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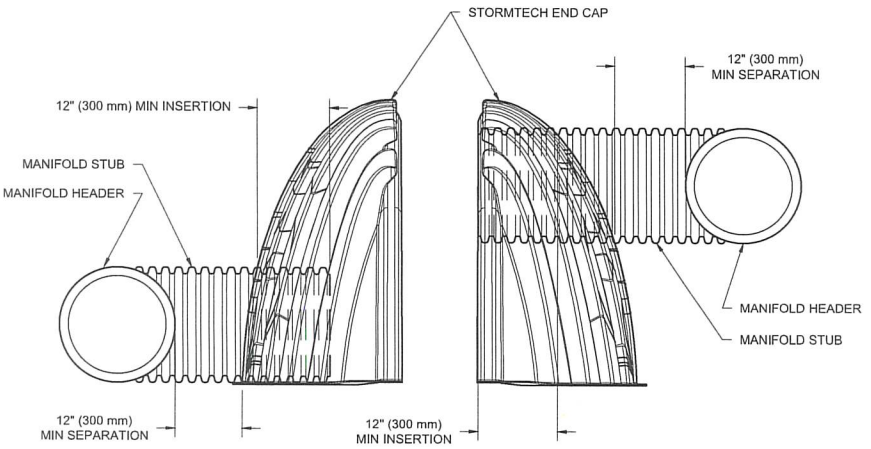
MC-SERIES END CAP INSERTION DETAIL

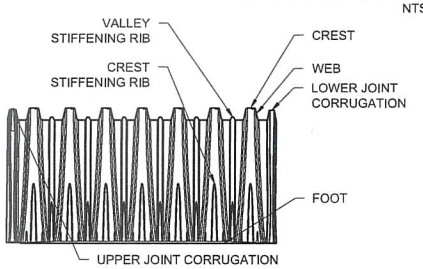
NTS

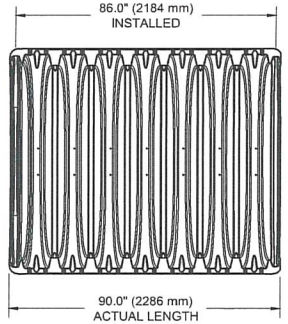


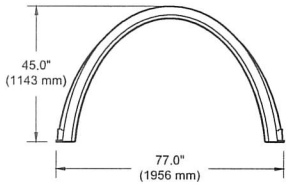
NOTE: MANIFOLD STUB MUST BE LAID HORIZONTAL FOR A PROPER FIT IN END CAP OPENING.

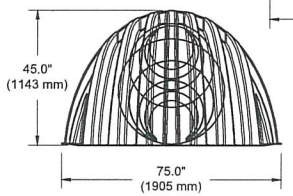
MC-3500 TECHNICAL SPECIFICATION

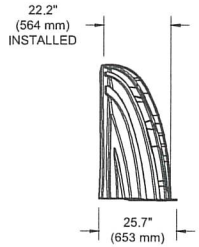
NTS











NOMINAL CHAMBER SPECIFICATIONS

SIZE (W X H X INSTALLED LENGTH)	77.0" X 45.0" X 86.0"	(1956 mm X 1143 mm X 2184 mm)
CHAMBER STORAGE	109.9 CUBIC FEET	(3.11 m³)
MINIMUM INSTALLED STORAGE*	175.0 CUBIC FEET	(4.96 m³)
WEIGHT	134 lbs.	(60.8 kg)

NOMINAL END CAP SPECIFICATIONS

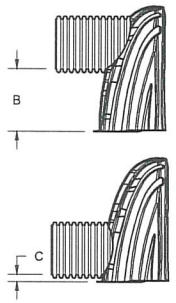
SIZE (W X H X INSTALLED LENGTH)	75.0" X 45.0" X 22.2"	(1905 mm X 1143 mm X 564 mm)
END CAP STORAGE	14.9 CUBIC FEET	(0.42 m³)
MINIMUM INSTALLED STORAGE*	45.1 CUBIC FEET	(1.28 m³)
WEIGHT	49 lbs.	(22.2 kg)

*ASSUMES 12" (305 mm) STONE ABOVE, 9" (229 mm) STONE FOUNDATION, 6" (152 mm) STONE BETWEEN CHAMBERS, 6" (152 mm) STONE PERIMETER IN FRONT OF END CAPS AND 40% STONE POROSITY.

PARTIAL CUT HOLES AT BOTTOM OF END CAP FOR PART NUMBERS ENDING WITH "B"
PARTIAL CUT HOLES AT TOP OF END CAP FOR PART NUMBERS ENDING WITH "T"
END CAPS WITH A PREFABRICATED WELDED STUB END WITH "W"
END CAPS WITH A WELDED CROWN PLATE END WITH "C"

PART #	STUB	B	C
MC3500IEPP06T	6" (150 mm)	33.21" (844 mm)	---
MC3500IEPP06B		---	0.66" (17 mm)
MC3500IEPP08T	8" (200 mm)	31.16" (791 mm)	---
MC3500IEPP08B		---	0.81" (21 mm)
MC3500IEPP10T	10" (250 mm)	29.04" (738 mm)	---
MC3500IEPP10B		---	0.93" (24 mm)
MC3500IEPP12T	12" (300 mm)	26.36" (670 mm)	---
MC3500IEPP12B		---	1.35" (34 mm)
MC3500IEPP15T	15" (375 mm)	23.39" (594 mm)	---
MC3500IEPP15B		---	1.50" (38 mm)
MC3500IEPP18TC	18" (450 mm)	20.03" (509 mm)	---
MC3500IEPP18TW			
MC3500IEPP18BC		---	1.77" (45 mm)
MC3500IEPP18BW			
MC3500IEPP24TC	24" (600 mm)	14.48" (368 mm)	---
MC3500IEPP24TW			
MC3500IEPP24BC		---	2.06" (52 mm)
MC3500IEPP24BW			
MC3500IEPP30BC	30" (750 mm)	---	2.75" (70 mm)

NOTE: ALL DIMENSIONS ARE NOMINAL



CUSTOM PARTIAL CUT INVERTS ARE AVAILABLE UPON REQUEST. INVENTORIED MANIFOLDS INCLUDE 12-24" (300-600 mm) SIZE ON SIZE AND 15-48" (375-1200 mm) ECCENTRIC MANIFOLDS. CUSTOM INVERT LOCATIONS ON THE MC-3500 END CAP CUT IN THE FIELD ARE NOT RECOMMENDED FOR PIPE SIZES GREATER THAN 10" (250 mm). THE INVERT LOCATION IN COLUMN 'B' ARE THE HIGHEST POSSIBLE FOR THE PIPE SIZE.

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StormTech® Chamber System

ADS
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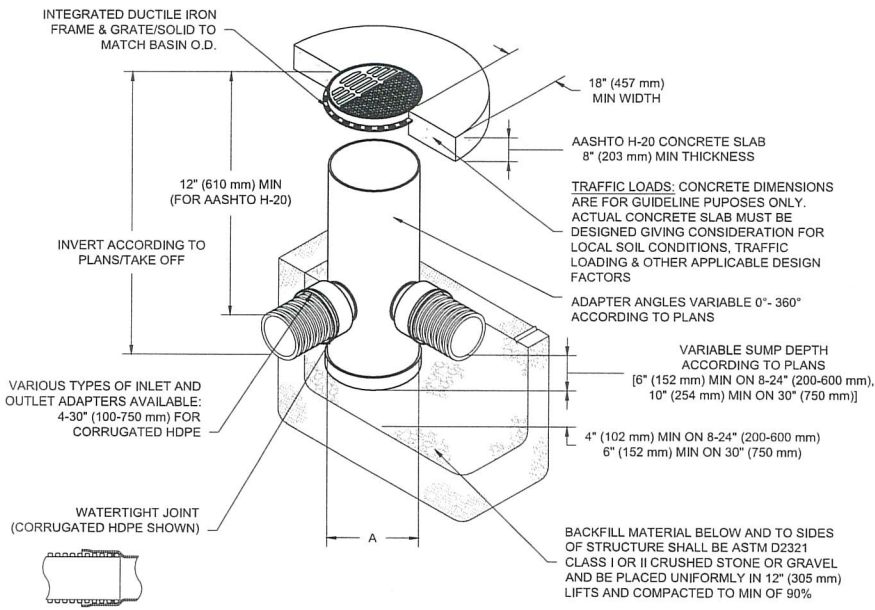
NYLOPLAST DRAIN BASIN

NTS



NOTES

1. 8-30" (200-750 mm) GRATES/SOLID COVERS SHALL BE DUCTILE IRON PER ASTM A536 GRADE 70-50-05
2. 12-30" (300-750 mm) FRAMES SHALL BE DUCTILE IRON PER ASTM A536 GRADE 70-50-05
3. DRAIN BASIN TO BE CUSTOM MANUFACTURED ACCORDING TO PLAN DETAILS
4. DRAINAGE CONNECTION STUB JOINT TIGHTNESS SHALL CONFORM TO ASTM D3212 FOR CORRUGATED HDPE (ADS & HANCOR DUAL WALL) & SDR 35 PVC
5. FOR COMPLETE DESIGN AND PRODUCT INFORMATION: **WWW.NYLOPLAST-US.COM**
6. TO ORDER CALL: **800-821-6710**

A	PART #	GRATE/SOLID COVER OPTIONS		
8" (200 mm)	2808AG	PEDESTRIAN LIGHT DUTY	STANDARD LIGHT DUTY	SOLID LIGHT DUTY
10" (250 mm)	2810AG	PEDESTRIAN LIGHT DUTY	STANDARD LIGHT DUTY	SOLID LIGHT DUTY
12" (300 mm)	2812AG	PEDESTRIAN AASHTO H-10	STANDARD AASHTO H-20	SOLID AASHTO H-20
15" (375 mm)	2815AG	PEDESTRIAN AASHTO H-10	STANDARD AASHTO H-20	SOLID AASHTO H-20
18" (450 mm)	2818AG	PEDESTRIAN AASHTO H-10	STANDARD AASHTO H-20	SOLID AASHTO H-20
24" (600 mm)	2824AG	PEDESTRIAN AASHTO H-10	STANDARD AASHTO H-20	SOLID AASHTO H-20
30" (750 mm)	2830AG	PEDESTRIAN AASHTO H-20	STANDARD AASHTO H-20	SOLID AASHTO H-20

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Nyloplast®

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END OF ADDENDUM NO. 1

A copy of Addendum No. 1 signed and acknowledged shall precede the mandatory information required in the subject RFB.

Receipt of Addendum No. 1 is hereby acknowledged:

JOHN B. IRVIN, IV
Print Name


Signature

05/29/2025
Date

H&T Contractors, LLC
376 Ben King Rd
Freeport FL 32439
TRANSMITTAL

June 9, 2025

City of Destin
Public Works Department
4200 Indian Bayou Trail
Destin, FL 32541

Subject: Statement of Commitment and Capability – Crosstown Connector Storm Drain Installation

To Whom It May Concern,

On behalf of H&T Contractors, LLC, I would like to express our full understanding of the scope and importance of the storm drain installation associated with the Crosstown Connector project. We recognize that this is a critical component of a larger infrastructure initiative aimed at improving traffic flow, enhancing public safety, and preparing the city for long-term growth and resilience.

With over 20 years of experience in utility infrastructure and drainage systems across the Gulf Coast region, H&T Contractors has developed a strong reputation for quality work, reliability, and adherence to project timelines. Our team is fully equipped with technical knowledge, experienced personnel, and specialized equipment required for complex underground drainage installations, including those with significant environmental and logistical considerations like this one.

We are committed to working closely with the City of Destin, its engineering partners, and local stakeholders to ensure this project is carried out with the highest standards of safety, professionalism, and efficiency. Our management team takes a proactive approach to communication, problem-solving, and job site coordination, which helps keep projects on time and within budget—even under challenging conditions.

H&T Contractors understands the responsibility that comes with a project of this magnitude and visibility. We are not only prepared, but we are also eager—to contribute our expertise to a project that will serve the residents and visitors of Destin for years to come. It is our goal to build lasting partnerships with the city and community, grounded in trust, performance, and accountability.

Thank you for the opportunity to be considered. We are ready to mobilize and begin work in alignment with the city's project timeline and specifications.

Sincerely,

Tim Tindle
Chief Operating Officer
H&T Contractors, LLC

90-Day Project Schedule

Phase	Task Description
Mobilization	Mobilize equipment and personnel
Site Prep	Staking
Earthwork	Remove fill and stockpile
	Pile material
Bed Preparation	Start exfill beds
	Import fill
	Grade
Finalization	Sod
	Asbuilt

ATTACHMENT NO. 1

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

SUBMITTED TO: City of Destin
CITY CLERK'S OFFICE
4200 Indian Bayou Trail
Destin, Florida 32541
Telephone: (850) 837-4242

Check One

Submitted By:

___Corporation

Name: H&T Contractors, LLC

☑ Partnership

Address: 376 Ben King Road

___Individual

City, State, Zip: Freeport, FL 32439

___Other

Telephone No.: 850-835-0231

Email: timtindle@yahoo.com

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

   The correct name of the bidder is:

   H&T Contractors, LLC

   The address of the principal place of business is:

   376 Ben King Road

   Freeport, FL 32439

2. If bidder is a corporation, answer the following:

   a. Date of Incorporation: 04/15/2008

   b. State of Incorporation: FLORIDA

   c. President's name: Timothy D. Tindle, Jr.

   d. Vice President's name: Heather T. Bailey

e. Secretary's name: Sonya Tindle

f. Treasurer's name: Sonya Tindle

g. Name and address of Resident Agent: Dana Matthews, Destin, FL

3. If bidder is an individual or a partnership, answer the following:

a. Date of organization: 04/15/2008

b. Name, address and ownership units of all partners:

Sonya Tindle - 34%

TJ Tindle - 33%

Heather Bailey - 33%

c. State whether general or limited partnership: Limited

4. If bidder is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

N/A

5. If bidder is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

N/A

6. How many years has your organization been in business under its present business name?

16 years

a. Under what other former names has your organization operated?

N/A

7. Indicate registration, license numbers or certificate numbers for the businesses or professions, which are the subject of this Bid. Please attach certificate of competency and/or state registration.

FL: CGC1517436

FL: CUC1224504

FDOT: F262414585001

8. Have you ever failed to complete any work awarded to you? If so, state when, where and why:

NO

9. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary)

Tim Tindle - 40 years

Randy Aldrich - 35 years

Chris Bedwell -= 30 Years

10. State the name of the individual who will have personal supervision of the work:

Chris Bedewell

11. State the name and address of attorney, if any, for the business of the bidder:

Dana Matthews, 4475 Legendary Drive, Destin, FL 32541

12. State the names and addresses of all businesses and/or individuals who own an interest of more than five percent (5%) of the bidder's business and indicate the percentage owned of each such business and/or individual:

NONE

13. State the names, addresses, and the type of business of all firms that are partially or wholly owned by bidder:

NONE

14. Average Annual Revenue of the bidder for the last three years as follows:

		Revenue
a.	Government Related Work	0.00
b.	Non-Governmental Related Work	49,294,799
c.	**Total of a. and b.**	49,294,799

Revenue Index Number

1.	Less than $100,000
2.	$100,000 to less than $250,000
3.	$250,000 to less than $500,000
4.	$500,000 to less than $1 million
5.	$1 million to less than $2 million
6.	$2 million to less than $5 million
7.	$5 million to less than $10 million
8.	$10 million to less than $25 million
9.	$25 million to less than $50 million ☑
10.	$50 million or greater

15. Bank References:

Bank	Address	Telephone
	First Florida - Destin, FL - 850-269-1201	

16. What will be your turnaround time for written responses to City inquiries?

24-48 hours

17. List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the bidder, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description, the disposition of each such petition.

NONE

18. List all claims, arbitrations, administrative hearings and lawsuits brought by or against the bidder or its predecessor organization(s) during the last five (5) years. The list shall include all case names, case arbitration or hearing identification numbers, the name of the project which the dispute arose, and a description of the subject matter of the dispute.

NONE

19. List and describe all criminal proceedings or hearings concerning business related offenses to which the bidder, its principals or officers or predecessors' organization(s) were defendants.

None

20. Conflict of Interest Disclosure

Each proposal is subject to the provisions of Florida Statutes, Chapter 112, providing that all bidders must disclose with the RFB submittal the name of any officer, director, or agent who is also a public officer or an employee of the City of Destin. Further, all bidders must disclose the name of any City officer or employee who owns, directly or indirectly, an interest of five percent or more in the Bidding firm.

NONE

21. Has the bidder, its principals, officers or predecessors' organization(s) been CONVICTED OF a Public Entity Crime, debarred or suspended from bidding by any government during the last five (5) years? If so, provide details.

NO

The bidder acknowledges and understands that the information contained in response to this qualification statement shall be relied upon by the City in awarding the contract and such information is warranted by bidder to be true. The discovery of any omission or misstatement that materially affects the bidder qualifications to perform under the contract shall cause the owner to reject the submittal, and if after the award, to cancel and terminate the award and/or contract.

(Signed)_____

(Title) CFO

Subscribed and sworn to before me

This 9th day of June, 20 25

Notary Public State of Florida
Misty M Shaw
My Commission
HH 253069
Exp. 8/8/2026

Misty M Shaw
Notary Public (Signature)

My Commission Expires: 08/08/2026

END OF SECTION

ATTACHMENT NO. 2

CONFLICT OF INTEREST DISCLOSURE FORM

Does any City employee acting as a purchasing agent, or City public officer acting in official or private capacity or his/her spouse, or child own more that 5% of the bidder/proposer's interest?

YES_____ NO__☑__

Does any City employee acting as a purchasing agent, or City public officer acting in official or private capacity hold any employment or contract with the bidder/proposer?

YES_____ NO__☑__

If either question number 1 or 2 above has been answered YES, does the bidder/proposer assert any exemptions related to prohibited employment & business relationships?

YES_____ NO__☑__

If YES, please describe:

FIRM NAME: H&T Contractors, LLC

BY (PRINTED): John B. Irvin, IV

BY (SIGNATURE): 

TITLE: CFO

ADDRESS 376 Ben King Road

Freeport, FL 32439

PHONE NO. 850-835-0231

E-MAIL timtindle@yahoo.com

RFP NO. 25-07-CM
ATTACHMENT NO. 3
PUBLIC ENTITY CRIMES STATEMENT

SWORN STATEMENT UNDER SECTION 287.133 (3) (A)

FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract RFB NO. 25-07-CM - Crosstown Connector Construction Phase 1

2. This sworn statement is submitted by John B. Irvin, IV whose business address is 376 Ben King Road, Freeport, FL 32439

and (if applicable) Federal Employer Identification Number (FEIN) is 26-2414585 (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

3. My name is John B. Irvin, IV and my relationship to the entity named above is CFO

4. I understand that a "public entity crime" as defined in Paragraph 287.133(a)(g). Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a)(b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime; or

2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person.

A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

__Yes__ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

__No__ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. (please attach a copy of the final order)

__No__ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted vendor list. (please attach a copy of the final order)

__No__ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by, or pending with, the Department of General Services.)

_____ Date: 06/09/2025

(Signature)

STATE OF FLORIDA
COUNTY OF WALTON

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 9th day of June, 2025, and is personally known to me, or has provided as identification.

Misty M Shaw
Notary Public

My Commission expires:

Notary Public State of Florida
Misty M Shaw
My Commission
HH 253069
Exp. 8/8/2026

END OF SECTION

ATTACHMENT NO. 4

DRUG-FREE WORKPLACE CERTIFICATION

The below signed submitter certifies that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection 1.

4. In the statement specified in subsection 1., notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation occurring in the workplace no later than five (5) working days after such conviction.

5. Impose a sanction on or require the satisfactory participation in drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I certify that this firm complies fully with the above drug-free workplace requirements.

COMPANY: H&T Contractors, LLC

ADDRESS: 376 Ben King Road

CITY: Freeport STATE: FL ZIP CODE: 32439

TELEPHONE NUMBER: 850-835-0231

SIGNATURE: _____ DATE: 06/09/2025

NAME (TYPED OR PRINTED): John B. Irvin, IV

TITLE: CFO

END OF SECTION

RFP NO. 0125-07-CM
ATTACHMENT NO. 5
BID BOND

BID BOND SECTION

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, as H&T Contractors, L.L.C. Principal, and* as Surety, are hereby held and firmly bound unto the **City of Destin, Florida** as Owner in the sum of, (five percent (5%) of the Contract Bid) $2,382,818.50 for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns to pay Owner upon default of Bidder the sum set forth on the face of this Bond.

Signed, this 2nd day of June, 20 25

The condition of the obligation is such that whereas the Principal has submitted to **City of Destin, Florida** a certain Bid, attached hereto and hereby made a part hereof, to enter into a contract in writing, for the **RFB NO. 25-07-CM, CROSSTOWN CONNECTOR CONSTRUCTION PHASE 1.**

NOW THEREFORE,

1. Default of the Bidder shall occur upon the failure of the Bidder to deliver within the time required by the Bidding Documents, the executed Agreement required by the Bidding Documents, and any performance and payment bonds required by the Bidding and Contract Documents.

2. This obligation shall be null and void if:
   - Owner accepts Bidder's bid, and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents, or
   - All bids are rejected by Owner, or
   - Owner fails to issue a notice of award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof) if any time is specified.

3. Payment under this Bond will be due and payable upon default of Bidder and within thirty (30) calendar days after receipt of Bidder and Surety of written notice of default from Owner which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

4. Surety waives notice of any and all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by Owner and Bidder, provided that the time for issuing notice of award including extensions shall not in the aggregate exceed one hundred twenty (120) days from Bid Due without Surety's written consent.

5. No suit or action shall be commenced under this Bond prior to thirty (30) calendar days after the notice of default required in paragraph 3 above is received by Bidder and Surety, and in no case later than one year after Bid Due Date.

6. Any suit or action under this Bond shall be commenced only in a state court of competent

*Merchants National Bonding, Inc.

jurisdiction located in the state in which the Project is located.

7. Notice required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the part concerned.

8. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.

9. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of the Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of the Bond that is not in conflict therewith shall continue in full force and effect.

10. The term 'bid" as used herein includes a bid, offer or proposal as applicable.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Principal (Print Full Name):	Surety (Print Full Name):
H&T Contractors, L.L.C.	Merchants National Bonding, Inc.
	(Seal) Surety's Name and Corporate Seal
By: _____ (L.S.)	By: Mark W. Edwards II
	Signature (attach power of attorney)
Title: CFO	Title: Mark W. Edwards, II, Attorney-in-Fact
Attest: Teresa Bishop Secretary	Attest: Alisa B. Ferris
Signature and Title	Alisa B. Ferris, Senior Vice President – Surety Signature and Title

IMPORTANT - Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida. See Article 5 of the General Conditions as amended by Supplementary Conditions.

END OF SECTION

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Alisa B Ferris; Anna Childress; Jeffrey M Wilson; Mark W Edwards II; R E Daniels; Richard H Mitchell; Robert R Freel; Robert Read Davis; Samuel F Audia III; Shelby E Daniels; William M Smith

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of MerchantsNational Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 4th day of March , 2024 .

MERCHANTS NATIONAL BONDING INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 4th day of March 2024 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA

Penni Miller
Commission Number 787952
My Commission Expires
January 20, 2027

Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 2nd day of June ,2025 .

MERCHANTS NATIONAL BONDING INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

William Warner Jr.
Secretary

POA 0018 (1/24)

RFP NO. 25-07-CM
ATTACHMENT NO. 6
ANTI-HUMAN TRAFFICKING AFFIDAVIT

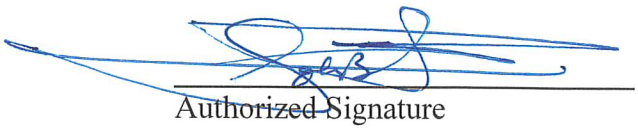
DIRECTIONS: *All nongovernmental entities that are or potentially will be contracting, renewing or extending contracts with the City of Destin must have an officer or representative fully execute this affidavit. Note, this is a mandatory requirement of s 787.06(13), Florida Statutes effective July 1, 2024.*

I John B. Irvin, IV (insert name) as CFO (insert title) on behalf of H&T Contractors, LLC (insert entity name) under penalty of perjury hereby attest as follows:

1. I am over 21 years of age and have personal knowledge of the matters set forth in this affidavit.
2. H&T Contractors, LLc (insert entity name) does not use coercion for labor or services as defined in s. 787.06(2)(a), Florida Statutes.
3. More particularly, H&T Contractors, LLC (insert entity name) does not participate in any of the following actions:
    a. Using or threatening to use physical force against any person;
    b. Restraining, isolating or confining or threatening to restrain, isolate or confine any person without lawful authority and against her or his will;
    c. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of the labor or services are not respectively limited and defined;
    d. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
    e. Causing or threatening to cause financial harm to any person;
    f. Enticing or luring any person by fraud or deceit; or
    g. Providing a controlled substance as outlined in Schedule I or Schedule II of s. 893.03, Florida Statutes to any person for the purpose of exploitation of that person.

RFP NO. 25-07-CM
ATTACHMENT NO. 7
ANTI-COLLUSION STATEMENT

ANTI-COLLUSION STATEMENT:
The below signed bidder has not divulged to, discussed, or compared their bid with other bidders and has not colluded with any other bidder or parties to bid whatsoever. No premiums, rebates, or gratuities permitted either with, prior to, or after any delivery of materials. Any such violation will result in, but is not limited to, the contract cancellation and removal from bid list(s).

H&T Contractors,. LLC	
Bidder's Company Name	Authorized Signature
376 Ben King Road	John B. Irvin, IV
Address	Authorized Signatory (Print Name)
Freeport, FL 32439	CFO
City, State, ZIP	Title
850-835-0231	johnbirvin@hotmail.com
Phone #	Email
26-2414585	
Federal ID # or SS #	

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/6/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Acrisure Southeast Partners Insurance Services LLC 1317 Citizens Blvd Leesburg FL 34748	CONTACT NAME: Daniels Commercial Insurance, LLC PHONE (A/C, No, Ext): 850-308-7710 FAX (A/C, No): 850-308-7716 E-MAIL ADDRESS: service@dcinsllc.com
INSURED H&TCONT-01 H&T Contractors, LLC P.O. Box 9 Freeport FL 32439-0009	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : BITCO General Insurance Corporation 20095 INSURER B : Gotham Insurance Company 25569 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 1513030625 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:			CLP3755280	3/10/2025	3/10/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY X PIP			CAP3755281	3/10/2025	3/10/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP Limit	$ 1,000,000 $ $ $ $ 10,000
B	UMBRELLA LIAB [X] OCCUR X EXCESS LIAB [ ] CLAIMS-MADE DED RETENTION $			EX202500006023	3/10/2025	3/10/2026	EACH OCCURRENCE AGGREGATE 	$ 1,000,000 $ 1,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC3755279	3/10/2025	3/10/2026	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Contractor's Equipment Leased/Rented Equipment			CLP3755280	3/10/2025	3/10/2026	Equipment Floater Max per Item	Schedule on File $500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RFB No. 25-07-CM, Crosstown Connector Construction Phase 1. Certificate holder is an Additional Insured as respects General Liability & Automobile Liability if required by written contract.

CERTIFICATE HOLDER

City of Destin, Florida
4200 Indian Bayou Trail
Destin FL 32541

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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BIDDER NAME: H&T Contractors, LLC

Item No.	FDOT Pay Item No.	Unit	Amt	Description	Unit Price	Total Price
				SECTION 1 - GRADING		
1.1	101-1	LS	1	**Mobilization / Demobilization including City Permits**	$ 20,000.00	$ 20,000.00
1.2	102-1	LS	1	**Maintenance of Traffic**	$ 8,000.00	$ 8,000.00
1.3	102-99	ED	208	**Temporary Portable Changeable Message Sign**	$ 100.00	$ 20,800.00
1.4	110-1-1	LS	1	**Clearing and Grubbing**	$ 10,000.00	$ 10,000.00
1.5		LS	1	**Grading**	$ 157,075.00	$ 157,075.00
				SECTION 2 - SITE IMPROVEMENTS		
2.1	425-2-61	EA	1	**Manholes, P-8, <10'**	$ 6,000.00	$ 6,000.00
2.2	425-2-62	EA	1	**Manholes, P-8, >10'**	$ 6,500.00	$ 6,500.00
2.3	425-2-91	EA	1	**Manholes, J-8, <10'**	$ 7,000.00	$ 7,000.00
2.4	425-2-92	EA	1	**Manholes, J-8, >10'**	$ 8,400.00	$ 8,400.00
2.5	430-174-118	LF	15	**Pipe Culvert, Optional Material, Round, 18" S/CD**	$ 50.00	$ 750.00
2.6	430-174-124	LF	69	**Pipe Culvert, Optional Material, Round, 24" S/CD**	$ 80.00	$ 5,520.00
2.7		LS	1	**ADS Chambers**	$ 2,064,000.00	$ 2,064,000.00
2.8	570-1-2	SY	7,522	**Performance Turf, Sod**	$ 6.75	$ 50,773.50
2.9		EA	3	**Nyloplast drain basin, 30", <10', Open Grate**	$ 4,000.00	$ 12,000.00
2.10		EA	1	**Nyloplast drain basin, 30", >10', Solid**	$ 6,000.00	$ 6,000.00
					$	$
					$	$
					$	$
				SECTION 3 - STORM DRAINAGE SYSTEM		
					$	$
					$	$
				SECTION 4 - WATER & SEWER SYSTEMS		
					$	$
					$	$
					$	$
				SECTION 5 - MISCELLANEOUS		
					$	$
					$	$
					$	$
				TOTAL BASE BID:		$ 2,382,818.50

The bidder further proposes that, in the event additions or deletions are made from the Drawings and Specifications for the proposed work, the total adjustments to Bid shall be computed based on the following Unit Prices for the following types of construction. The City reserves the right to delete these Unit Prices from the Contract if, in their opinion they are unbalanced or not reasonable.

Item No.		Unit	Amt	Description	Unit Price	Total Price
					$	$
					$	$
					$	$
					$	$
ALTERNATE BID ITEMS						
					$	$
					$	$
					$	$
				TOTAL ALTERNATE BID ITEMS:		$

NOTE 1: ALL ITEMS QUOTED MUST BE IN COMPLIANCE WITH THE SPECIFICATIONS. IF YOU ARE TAKING EXCEPTION, INDICATE THOSE EXCEPTIONS ON COMPANY LETTERHEAD AND ATTACH TO THIS INVITATION TO BID.

NOTE 2: CY = Cubic Yard; EA = Each; LF = Linear Feet; LS = Lump Sum; SY = Square Yard; ED = Each Day

RE-CHECK YOUR QUOTATIONS PRIOR TO SUBMISSION
BIDS MAY NOT BE CHANGED AFTER BEING OPENED.

Form **W-9**
(Rev. November 2017)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

H&T Contractors, L.L.C.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ S

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

376 Ben King Road, P.O. Box 9

Requester's name and address (optional)

6 City, state, and ZIP code

Freeport, Florida 32439

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

2	6	–	2	4	1	4	5	8	5

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 6/09/2025

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

CASIAS, RAY ANTHONY

H&T CONTRACTORS LLC
30 EMILY ROAD
SANTA FE NM 87508

LICENSE NUMBER: CGC1517436

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 06/28/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

CASIAS, RAY ANTHONY

H&T CONTRACTORS LLC
376 BEN KING RD
FREEPORT FL 32439

LICENSE NUMBER: CUC1224504

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 06/28/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

State of Florida
Department of State

I certify from the records of this office that H&T CONTRACTORS, LLC is a limited liability company organized under the laws of the State of Florida, filed on April 15, 2008.

The document number of this limited liability company is L08000037915.

I further certify that said limited liability company has paid all fees due this office through December 31, 2025, that its most recent annual report was filed on February 19, 2025, and that its status is active.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Fourteenth day of March, 2025

GREAT SEAL OF THE STATE OF FLORIDA
IN GOD WE TRUST

Secretary of State

Tracking Number: 4113041122CU

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

See documents posted on https://www.cityofdestin.com/Bids.aspx.

Exhibit A – Roadway Plans

Exhibit B – ADS Chamber System Plans

Exhibit C – Signing and Pavement Marking Plans (For Information Only)

Exhibit D – Lighting Plans (For Information Only)

Exhibit E – Landscape Plans (For Information Only)

Exhibit F – Price Proposal Sheet

Bidder shall use paper copy provided on next page.

WALDORFF
INSURANCE & BONDING
M.E. WILSON COMPANY

45 Eglin Parkway NE, Suite 202
Fort Walton Beach, FL 32548
(850) 581-4925
(850) 581 -4930 fax
EJWebb@waldorffinsurance.comcom
www.waldorffinsurance.com

Instructions for Execution of Electronic Original Bonds

To provide faster turnaround times for our clients, allow for easier tracking of bond delivery, and to streamline the overall bond issuance process, we will be issuing all bonds electronically.

Attached is an electronic bond complete with authorized signatures and digital corporate seals, which replaces the raised corporate seal.

It is considered a *genuine original bond and executed on behalf of Surety*.

To execute these electronic bonds, on your side, please follow the instructions below:

1. This electronic bond should be printed in color, wet-signed and sealed by the Principal (your company.)
   - ❖ It must be executed by a company officer eligible to sign on behalf of your company before submitting to the Obligee (the Owner/Party you are contracting with).

2. Once the bonds are signed and sealed by your company it can be submitted to the Obligee (the Owner/Party you are contracting with).

3. This bond will now be considered an original, executed bond by both parties. At this point, the hard copy or an executed electronic copy may be sent to the Obligee.

Please feel free to contact us if you have questions. We are always available to help.

Sincerely,

L. Dale Waldorff
Partner
Waldorff Insurance & Bonding
M.E. Wilson Company, LLC

RFP NO. 0125-07-CM
ATTACHMENT NO. 5
BID BOND

BID BOND SECTION

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, as Gulf Coast Utility Contractors, LLC Principal, and as Surety, are hereby held and firmly bound unto the **City of Destin, Florida** as Owner in the sum of, (five percent (5%) of the Contract Bid) FIVE percent of the amount bid for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns to pay Owner upon default of Bidder the sum set forth on the face of this Bond.

Signed, this 9 day of June , 2025

The condition of the obligation is such that whereas the Principal has submitted to **City of Destin, Florida** a certain Bid, attached hereto and hereby made a part hereof, to enter into a contract in writing, for the **RFB NO. 25-07-CM, CROSSTOWN CONNECTOR CONSTRUCTION PHASE 1.**

NOW THEREFORE,

1. Default of the Bidder shall occur upon the failure of the Bidder to deliver within the time required by the Bidding Documents, the executed Agreement required by the Bidding Documents, and any performance and payment bonds required by the Bidding and Contract Documents.

2. This obligation shall be null and void if:
   - Owner accepts Bidder's bid, and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents, or
   - All bids are rejected by Owner, or
   - Owner fails to issue a notice of award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof) if any time is specified.

3. Payment under this Bond will be due and payable upon default of Bidder and within thirty (30) calendar days after receipt of Bidder and Surety of written notice of default from Owner which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

4. Surety waives notice of any and all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by Owner and Bidder, provided that the time for issuing notice of award including extensions shall not in the aggregate exceed one hundred twenty (120) days from Bid Due without Surety's written consent.

5. No suit or action shall be commenced under this Bond prior to thirty (30) calendar days after the notice of default required in paragraph 3 above is received by Bidder and Surety, and in no case later than one year after Bid Due Date.

6. Any suit or action under this Bond shall be commenced only in a state court of competent

jurisdiction located in the state in which the Project is located.

7. Notice required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the part concerned.

8. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.

9. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of the Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of the Bond that is not in conflict therewith shall continue in full force and effect.

10. The term 'bid" as used herein includes a bid, offer or proposal as applicable.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Principal (Print Full Name):

Gulf Coast Utility Contractors, LLC
13938 Highway 77, Panama City, FL 32409

By: _____ (L.S.)

Title: Mike Swearington, Managing Member

Attest: _____ Estimator
Signature and Title

Surety (Print Full Name):

Philadelphia Indemnity Insurance Company
One Bala Plaza, Suite 100, Bala Cynwyd, PA 19004-0950
(Seal) Surety's Name and Corporate Seal

By: _____
Signature (attach power of attorney)

Title: L. Dale Waldorff, Attorney-in-Fact & FL Resident Agent

Attest: _____
Signature and Title J.E.S. Webb, Account Executive

IMPORTANT - Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida. See Article 5 of the General Conditions as amended by Supplementary Conditions.

END OF SECTION

PHILADELPHIA INDEMNITY INSURANCE COMPANY
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **L. Dale Waldorff, Benjamin H. French, Paul A. Locascio, Rebekah F. Sharp, K. Wayne Walker, Trava Ridlon, Heather Hudgins, JES Webb of M.E. Wilson Company, LLC dba Waldorff Insurance & Bonding,** its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **$100,000,000.**

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEALTO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF OCTOBER 2024.

(Seal)

John Glomb. President & CEO
Philadelphia Indemnity Insurance Company

On this 5th day of October, 2024 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Commonwealth of Pennsylvania - Notary Seal
Vanessa Mckenzie, Notary Public
Delaware County
My commission expires November 3, 2028
Commission number 1366394
Member, Pennsylvania Association of Notaries

Notary Public: Vanessa McKenzie

residing at: Linwood, PA

My commission expires: November 3, 2028

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day October 2024 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 9 day of June, 2025.

Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

REQUEST FOR PROPOSALS
RFB NO. 25-07-CM
CROSSTOWN CONNECTOR CONSTRUCTION PHASE 1

SUBMITTAL REQUIREMENTS CHECKLIST

Note: if any of the required documentation is not provided, the submittal may be deemed to be incomplete/non-responsive and will not be considered. Provide documentation in the following order.

ITEMS REQUIRED		DESCRIPTION OF ITEM REQUIRED	*Verify Document is attached by checking the box
1	Submittal Requirements Checklist	This form	☑
2	Cover Sheet	Must include RFB NO. #25-07-CM CROSSTOWN CONNECTOR CONSTRUCTION PHASE 1	☑
3	Table of Contents		☑
4	Transmittal Letter	See 7.4.c.	☑
5	Addenda Acknowledgement Form		☑
6	Form NO. 1	Bidder Qualification Statement	☑
7	Form NO. 2	Conflict of Interest Disclosure	☑
8	Form NO. 3	Public Entity Crime Form	☑
9	Form NO. 4	Drug Free Workplace Certification Form	☑
10	Form NO. 5	Bid Bond Form	☑
11	Form NO. 6	Anti-Human Trafficking Affidavit	☑
12	Form NO. 7	Anti-Collusion Statement	☑
13	Proof of Insurance	See 4.3 Insurance Requirements	☑
14	Price Proposal Sheet		☑
15	W-9		☑
16	Copies of the Proposal	One printed copy of the proposal and one digital copy provided on a USB Drive (.pdf format)	☑

*If any boxes are left unchecked bid is considered unresponsive.

ITEMS REQUIRED		DESCRIPTION OF ITEM REQUIRED	*Verify Document is attached by checking the box
1	Proof of Licensing and Certifications	Florida State Certified or Florida State Registered Contractor. Must provide all applicable contractor licenses (See 4.2 License Requirements, for General and/or Building)	☑
			☑

CITY OF DESTIN, FLORIDA

REQUEST FOR BIDS
RFB 25-07-CM

CROSSTOWN CONNECTOR CONSTRUCTION PHASE 1

City of Destin, Florida
May 7, 2025

Larry Jones, City Manager
Phone (850) 837-4242
4200 Indian Bayou Trail
Destin, Florida 32541

CITY OF DESTIN, FLORIDA

The City of Destin, Florida, is currently receiving sealed competitive Bids for the installation of an underground stormwater retention system (ADS Chambers), stormwater pipe, drainage structures, and sod. Work includes all necessary materials, site work, and foundation preparation required for the placement of the stormwater system, pipes, and structures.

This RFB is considered to be Phase 1 of the Destin Crosstown Connector. The City intends to construct the Crosstown Connector project in 2 phases due to timing of availability of construction funding. When completed, the Crosstown Connector will be a new 0.42-mile two-lane east-to-west roadway corridor that will provide an alternative route to US 98 for local traffic. The new roadway corridor will connect Azalea Drive at the Benning Drive intersection to Legion Drive at the Beach Drive intersection. Phase 2 will construct the remainder of the project and will be advertised as a separate RFB.

To bid on this project you must be placed on the Plan Holders List. In order to be on the Plan Holder's list, you must first request and obtain the Bid documents (containing the full specifications and requirements) by emailing the City Clerk's Office at cityclerk@cityofdestin.com. Please include "RFB NO. 25-07-CM, CROSSTOWN CONNECTOR CONSTRUCTION PHASE 1" in the subject line of the email. The bid documents can also be obtained from the City Clerk's Office at the City of Destin, 4200 Indian Bayou Trail, Destin, Florida 32541.

Proposal submissions must be received by the City Clerk's Office at the City of Destin, 4200 Indian Bayou Trail, Destin, Florida 32541, in a sealed envelope clearly marked **"RFB NO. 25-07-CM, CROSSTOWN CONNECTOR CONSTRUCTION PHASE 1", along with the name, return address and telephone number of the submitter, no later than 1:00 p.m. CT, on June 9, 2025** at which time they will be opened. When deemed to be in the City's best interest:

1. The city reserves the right to reject any and all submittals or portions thereof up through and including formal execution of a contract to the successful bid,
2. to waive minor defects and informalities in the process.
3. to accept the Bid(s).
4. Take any other action.

Larry Jones
City Manager

TABLE OF CONTENTS

COVER PAGE 1
PUBLIC NOTICE 2
TABLE OF CONTENTS 3
1.0 INTRODUCTION 6
2.0 INSTRUCTION TO RESPONDENTS 7
3.0 GENERAL CONDITIONS 8
3.1 Project Description 8
3.2 Project Schedule 9
4.0 CONTRACTOR REQUIREMENTS 10
4.1 Independent Contractor 10
4.2 License Requirements 10
4.3 Insurance Requirements 11
4.4 Bonding Requirements 11
4.5 Permitting Requirements 12
4.6 Codes and Standards 12
5.0 CONSTRUCTION CONSIDERATIONS 12
5.1 Subcontractor(s) 13
5.2 Notice to Proceed 13
5.3 Changes in Scope of Work 13
5.4 Site Preparation (as applicable) 14
5.5 Schedule for Delivery of Materials 14
5.6 Waste Disposal 14
5.7 Site Utilities 14
5.8 Material Data 14
5.9 Construction Administration & Management 14
5.10 Warranty Submittal Requirements 15
6.0 EVALUATION OF RESPONSES 16
6.1 Selection Process 16
6.2 Scoring 16
6.3 Criteria Descriptions 16

7.0 SUBMITTAL REQUIREMENTS 18
7.1 No Contact Clause 18
7.2 Addenda 18
7.3 Inquiries 18
7.4 Submittal Preparation 18
7.5 Price Proposal Sheet 19
7.6 Conflict of Interest Disclosure 19
7.7 Drug Free Workplace Program 20
7.8 Public Entity Crime Form 20
7.9 Anti-Human Trafficking Affidavit 20
7.10 Sealed Submittal Packages 20
7.11 Bid Withdrawals 20
7.12 Bid Opening 21
7.13 Reservation of Rights 21
7.14 Public Records 21
ATTACHMENTS 21
Addenda Acknowledgement 22
Bidder Qualification Statement 23
Conflict of Interest Disclosure 29
Public Entity Crimes Statement 30
Drug-Free Workplace Certification 332
Bid Bond 33
Anti-Human Trafficking Affidavit 355
Anti-Collusion Statement 37
EXHIBITS 38
Exhibit A – Roadway Plans .....
Exhibit B – ADS Chamber System Plans .....
Exhibit C – Signing and Pavement Marking Plans (For Information Only) .....
Exhibit D – Lighting Plans (For Information Only) .....
Exhibit E – Landscape Plans (For Information Only) .....
Exhibit F – Price Proposal Sheet .....

Letter of Transmittal

To: City of Destin, Florida

June 9th, 2025, Gulf Coast Utility Contractors, LLC.

From: Mike Swearington RE: Crosstown Connector Construction Phase 1

- Gulf Coast Utility Contractors, LLC. Is fully committed to the work of Crosstown Connector Construction Phase 1.
- Gulf Coast Utility Contractors, LLC. Understands the work to be performed and plans to perform this work per the plans and specifications provided to ensure satisfactory completion within the allotted 180-day completion time given in the bid documents.
- Gulf Coast Utility Contractors, LLC. has over 25 years of experience in this field of work on similar projects and is confident in our ability to deliver quality work.

Sincerely,

Mike Swearington, President
Gulf Coast Utility Contractors, LLC.
Mike.swearington@gcuc.net
850-265-9166

13938 Hwy 77 • Southport, FL 32409
Ph: (850) 265-9166 • Fax: (850) 265-9949

REQUEST FOR PROPOSALS
RFB NO. 25-07-CM
CROSSTOWN CONNECTOR CONSTRUCTION PHASE 1

A D D E N D A

CITY OF DESTIN

FLORIDA

RFQ TITLE: **RFQ No. 25-07-CD, CROSSTOWN CONNECTOR CONSTRUCTION PHASE 1**

RESPONDENT: Gulf Coast Utility Contractors, LLC

DATE SUBMITTED: 6.9.2025

We propose and agree, if this submittal is accepted, to contract with the City of Destin, in the Contract Form, to furnish all material, equipment, machinery, tools, apparatus, means of transportation, construction, coordination, labor and services necessary to complete/provide the work specified by the Contract documents.

Having studied the documents prepared by:

CITY OF DESTIN

We propose to perform the work of this Project according to the Contract documents and the following addenda which we have received:

ADDENDUM NO.	DATE	ADDENDUM No.	DATE
1	5.27.2025		

☐ **NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS BID**

ATTACHMENT NO. 1

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

SUBMITTED TO: City of Destin
CITY CLERK'S OFFICE
4200 Indian Bayou Trail
Destin, Florida 32541
Telephone: (850) 837-4242

Check One

Submitted By: ___Corporation

Name: Gulf Coast Utility Contractors, LLC ___Partnership

Address: 13938 Hwy 77 ___Individual

City, State, Zip: Panama City FL 32409 ✓Other

Telephone No.: 850-265-9166

Email: Chris.Corbin@GCUC.net

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

   The correct name of the bidder is:

   Gulf Coast Utility Contractors, LLC

   The address of the principal place of business is:

   13938 Hwy 77, Panama City FL 32409

2. If bidder is a corporation, answer the following:

   a. Date of Incorporation: _____

   b. State of Incorporation: _____

   c. President's name: _____

   d. Vice President's name: _____

e. Secretary's name: _____

f. Treasurer's name: _____

g. Name and address of Resident Agent: _____

3. If bidder is an individual or a partnership, answer the following:

a. Date of organization: _____

b. Name, address and ownership units of all partners:

_____

_____

_____

c. State whether general or limited partnership: _____

4. If bidder is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

Gulf Coast Utility Contractors is a Limited Liablity Company

13938 Hwy 77, Panama City FL 32409

_____

5. If bidder is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

_____

6. How many years has your organization been in business under its present business name?

25 years

a. Under what other former names has your organization operated?

_____

_____

7. Indicate registration, license numbers or certificate numbers for the businesses or professions, which are the subject of this Bid. Please attach certificate of competency and/or state registration.

CU-C057185

8. Have you ever failed to complete any work awarded to you? If so, state when, where and why:

no

9. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary)

Mike Swearington, MGRM (25 Years Experience)

Tammi Swearington, MGRM (25 Years Experience)

Chris Corbin, VP (22 years Experience)

10. State the name of the individual who will have personal supervision of the work:

Mike Swearington, President MGRM Chris Corbin, VP Alex Hobbs, VP of Field Operations

11. State the name and address of attorney, if any, for the business of the bidder:

12. State the names and addresses of all businesses and/or individuals who own an interest of more than five percent (5%) of the bidder's business and indicate the percentage owned of each such business and/or individual:

Mike Swearington, MGRM Tammi Swearington, MGRM

100%

13. State the names, addresses, and the type of business of all firms that are partially or wholly owned by bidder:

NA

14. Average Annual Revenue of the bidder for the last three years as follows:

		Revenue
a.	Government Related Work	Index #10
b.	Non-Governmental Related Work	Index #10
c.	**Total of a. and b.**	Index #10

Revenue Index Number

1.	Less than $100,000
2.	$100,000 to less than $250,000
3.	$250,000 to less than $500,000
4.	$500,000 to less than $1 million
5.	$1 million to less than $2 million
6.	$2 million to less than $5 million
7.	$5 million to less than $10 million
8.	$10 million to less than $25 million
9.	$25 million to less than $50 million
10.	$50 million or greater

15. Bank References:

Bank	Address	Telephone
Centennial Bank	2200 Stanford Rd Panama Clty FL 32405	850.636.4963

16. What will be your turnaround time for written responses to City inquiries?

24-48 Hours

17. List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the bidder, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description, the disposition of each such petition.

None

18. List all claims, arbitrations, administrative hearings and lawsuits brought by or against the bidder or its predecessor organization(s) during the last five (5) years. The list shall include all case names, case arbitration or hearing identification numbers, the name of the project which the dispute arose, and a description of the subject matter of the dispute.

None

19. List and describe all criminal proceedings or hearings concerning business related offenses to which the bidder, its principals or officers or predecessors' organization(s) were defendants.

None

20. Conflict of Interest Disclosure

Each proposal is subject to the provisions of Florida Statutes, Chapter 112, providing that all bidders must disclose with the RFB submittal the name of any officer, director, or agent who is also a public officer or an employee of the City of Destin. Further, all bidders must disclose the name of any City officer or employee who owns, directly or indirectly, an interest of five percent or more in the Bidding firm.

None

21. Has the bidder, its principals, officers or predecessors' organization(s) been CONVICTED OF a Public Entity Crime, debarred or suspended from bidding by any government during the last five (5) years? If so, provide details.

None

The bidder acknowledges and understands that the information contained in response to this qualification statement shall be relied upon by the City in awarding the contract and such information is warranted by bidder to be true. The discovery of any omission or misstatement that materially affects the bidder qualifications to perform under the contract shall cause the owner to reject the submittal, and if after the award, to cancel and terminate the award and/or contract.

(Signed) _____

(Title) President MGRM

Subscribed and sworn to before me

This 9th day of June, 20 25

Staci Corbin
Notary Public, State of Florida
My Comm. Expires 05/13/2027
Commission No. HH 383940

Notary Public (Signature)

My Commission Expires: 5-13-27

END OF SECTION

REQUEST FOR PROPOSALS
RFB NO. 25-07-CM
CROSSTOWN CONNECTOR CONSTRUCTION PHASE 1

ATTACHMENT NO. 2

CONFLICT OF INTEREST DISCLOSURE FORM

Does any City employee acting as a purchasing agent, or City public officer acting in official or private capacity or his/her spouse, or child own more that 5% of the bidder/proposer's interest?

YES_____ NO ✓

Does any City employee acting as a purchasing agent, or City public officer acting in official or private capacity hold any employment or contract with the bidder/proposer?

YES_____ NO ✓

If either question number 1 or 2 above has been answered YES, does the bidder/proposer assert any exemptions related to prohibited employment & business relationships?

YES_____ NO ✓

If YES, please describe:

FIRM NAME: Gulf Coast Utility Contractors, LLC

BY (PRINTED): Mike Swearington

BY (SIGNATURE):

TITLE: President MGRM

ADDRESS 13938 Hwy 77, Panama City FL 32409

PHONE NO. 850-265-9166

E-MAIL Mike.swearington@GCUC.net

RFP NO. 25-07-CM
ATTACHMENT NO. 3
PUBLIC ENTITY CRIMES STATEMENT

SWORN STATEMENT UNDER SECTION 287.133 (3) (A)

FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract Crosstwon Connector road Ph 1

2. This sworn statement is submitted by Gulf Coast Utility Contractors, LLC whose business address is 13938 Hwy 77, Panama City FL 32409

and (if applicable) Federal Employer Identification Number (FEIN) is 52-2182511 (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

3. My name is Mike Swearington and my relationship to the entity named above is President MGRM

4. I understand that a "public entity crime" as defined in Paragraph 287.133(a)(g). Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a)(b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime; or

2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person.

A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

✓ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

____The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. (please attach a copy of the final order)

____The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted vendor list. (please attach a copy of the final order)

_____The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by, or pending with, the Department of General Services.)

_____ Date: 6.9.25

(Signature)

STATE OF FLORIDA
COUNTY OF Bay

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 9th day of June, 2025, and is personally known to me, or has provided as identification.

My Commission expires:

Staci Corbin
Notary Public, State of Florida
My Comm. Expires 05/13/2027
Commission No. HH 383940

_____ Notary Public

END OF SECTION

ATTACHMENT NO. 4

DRUG-FREE WORKPLACE CERTIFICATION

The below signed submitter certifies that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection 1.

4. In the statement specified in subsection 1., notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation occurring in the workplace no later than five (5) working days after such conviction.

5. Impose a sanction on or require the satisfactory participation in drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I certify that this firm complies fully with the above drug-free workplace requirements.

COMPANY: Gulf Coast Utility Contractors, LLC

ADDRESS: 13938 Hwy 77

CITY: Panama City STATE: FL ZIP CODE: 32409

TELEPHONE NUMBER: 850-265-9166

SIGNATURE: _____ DATE: 6.9.25

NAME (TYPED OR PRINTED): Mike Swearington

TITLE: President MGRM

END OF SECTION

RFP NO. 25-07-CM
ATTACHMENT NO. 6
ANTI-HUMAN TRAFFICKING AFFIDAVIT

DIRECTIONS: *All nongovernmental entities that are or potentially will be contracting, renewing or extending contracts with the City of Destin must have an officer or representative fully execute this affidavit. Note, this is a mandatory requirement of s 787.06(13), Florida Statutes effective July 1, 2024.*

I Mike Swearington (insert name) as President MGRM (insert title) on behalf of Gulf Coast Utility Contractors, LLC (insert entity name) under penalty of perjury hereby attest as follows:

1. I am over 21 years of age and have personal knowledge of the matters set forth in this affidavit.
2. Gulf Coast Utility Contractors, LLC (insert entity name) does not use coercion for labor or services as defined in s. 787.06(2)(a), Florida Statutes.
3. More particularly, Gulf Coast Utility Contractors, LLC (insert entity name) does not participate in any of the following actions:
    a. Using or threatening to use physical force against any person;
    b. Restraining, isolating or confining or threatening to restrain, isolate or confine any person without lawful authority and against her or his will;
    c. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of the labor or services are not respectively limited and defined;
    d. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
    e. Causing or threatening to cause financial harm to any person;
    f. Enticing or luring any person by fraud or deceit; or
    g. Providing a controlled substance as outlined in Schedule I or Schedule II of s. 893.03, Florida Statutes to any person for the purpose of exploitation of that person.

FURTHER AFFIANT SAYETH NAUGHT.

Printed Name: Mike Swearington
Title: President MGRM
Nongovernmental entity:
Date: 6.9.25

STATE OF Florida
COUNTY OF Bay

SWORN TO AND SUBSCRIBED before me ☑ in person or ☐ remote notarization by Mike Swearington as MGRM on behalf of Gulf, who is personally known to me or who produced _____ as identification this _____ day of 9 June, 2025.

Staci Corbin
Notary Public

(Notary Seal)

Staci Corbin
Notary Public, State of Florida
My Comm. Expires 05/13/2027
Commission No. HH 383940

RFP NO. 25-07-CM
ATTACHMENT NO. 7
ANTI-COLLUSION STATEMENT

ANTI-COLLUSION STATEMENT:
The below signed bidder has not divulged to, discussed, or compared their bid with other bidders and has not colluded with any other bidder or parties to bid whatsoever. No premiums, rebates, or gratuities permitted either with, prior to, or after any delivery of materials. Any such violation will result in, but is not limited to, the contract cancellation and removal from bid list(s).

Gulf Coast Utility Contractors, LLC
Bidder's Company Name

13938 Hwy 77
Address

Panama City FL 32409
City, State, ZIP

850-265-9166
Phone #

52-2182511
Federal ID # or SS #



Authorized Signature

Authorized Signatory (Print Name)

President MGRM
Title

Mike.swearington@GCUC.net
Email

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/28/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Acentria Insurance - Panama City
501 W 11th Street
Panama City FL 32401

License#: L100460

CONTACT NAME: Stacey Brannen
PHONE (A/C, No, Ext): 850-257-2995 **FAX (A/C, No):** 850-387-0935
E-MAIL ADDRESS: stacey.brannen@acentria.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Houston Specialty Insurance Company	12936
INSURER B : Imperium Insurance Company	35408
INSURER C : Builders Mutual Insurance Company	10844
INSURER D : Indemnity National Insurance Co	41297
INSURER E : Travelers Excess and Surplus Lines Company	29696
INSURER F : Westchester Surplus Lines Insurance Company	10172

INSURED
Gulf Coast Utility Contractors, LLC
13938 Highway 77
Panama City FL 32409

GULFCO-001

COVERAGES **CERTIFICATE NUMBER:** 1911331285 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			ECAP1HSGL00016704	4/1/2025	4/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 100,000 $ 0 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY			ECAP1IICCA00016704	4/1/2025	4/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP	$ 1,000,000 $ $ $ $ 10,000
A	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0			ECAP1HSCX00016704	4/1/2025	4/1/2026	EACH OCCURRENCE AGGREGATE 	$ 4,000,000 $ 4,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WCP108436804	4/1/2025	4/1/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D E F	Excess Liability Inland Marine Pollution Liability			XS000156425 6307T489947TXS24 G7179720A004	4/1/2025 10/1/2024 4/1/2025	4/1/2026 10/1/2025 4/1/2027	See Addendum See Addendum See Addendum	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

A: GENERAL LIABILITY
> Per Project Aggregate Endorsement REQUIRES A WRITTEN CONTRACT
> Additional Insured, Waiver of Subrogation, Primary & Non-Contributory Endorsements REQUIRE A WRITTEN CONTRACT

B: AUTOMOBILE LIABILTY
> Additional Insured, Waiver of Subrogation, Primary & Non-Contributory Endorsements REQUIRE A WRITTEN CONTRACT

C: WORKERS COMPENSATION COVERAGE
See Attached...

CERTIFICATE HOLDER

Gulf Coast Utility Contractors
13938 Hwy. 77
Panama City FL 32409

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: GULFCO-001

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY Acentria Insurance - Panama City	NAMED INSURED Gulf Coast Utility Contractors, LLC 13938 Highway 77 Panama City FL 32409
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

> Waiver of Subrogation Endorsement REQUIRES A WRITTEN CONTRACT

D: EXCESS LIABILITY ($1M XS $4M PRIMARY)
> Each Occurrence Limit: $1,000,000
> Aggregate Limit: $1,000,000

A, D: EXCESS LIABILITY POLICIES are follow form extending over Referenced General Liability, Auto Liability, and Employers Liability Policies.

E: INLAND MARINE COVERAGE
EQUIPMENT COVERAGE:
> Scheduled Equipment Coverage: per Schedule on File with Carrier
> Leased/Rented Equipment: Per Item Limit: $1,000,000
> Deductibles: Basic $10,000 per Occurrence / Wind & Hail 5% Subject to Minimum $25,000 Deductible per Occurrence / Flood $25,000 per Occurrence / Earth Movement $25,000 per Occurrence / A deductible of $25,000 per Occurrence applies to equipment valued over $500,000
> Valuation: Agreed Value
> Blanket Loss Payee Endorsement CMU618 REQUIRES A WRITTEN CONTRACT

INSTALLATION COVERAGE:
> At each Job Site Location Limit: $500,000
> Deductible: $5,000 Basic per Occurrence / Wind & Hail 5% Subject to Minimum $25,000 Deductible per Occurrence
> Valuation: Actual Cash Value

MOTOR TRUCK CARGO LEGAL LIABILITY COVERAGE:
> In or On Land Vehicle or Container Limit: $300,000
> Deductible: $5,000 Basic per Occurrence

F. POLLUTION LIABILITY:
> Each Pollution Condition Limit: $2,000,000
> General Aggregate Limit: $2,000,000
> Deductible Each Pollution Condition: $2,500
> Additional Insured, Waiver of Subrogation, Primary & Non-Contributory Endorsements REQUIRE A WRITTEN CONTRACT

INFORMATION PURPOSES ONLY

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EXHIBIT A - BID PROPOSAL FORM
PRICE PROPOSAL SHEET
Destin, FL
RFB NO. 25-07-CM, Crosstown Construction Phase 1

BIDDER NAME:

Item No.	FDOT Pay Item No.	Unit	Amt	Description	Unit Price	Total Price
				SECTION 1 - GRADING		
1.1	101-1	LS	1	**Mobilization / Demobilization including City Permits**	$ 75,000.00	$ 75,000.00
1.2	102-1	LS	1	**Maintenance of Traffic**	$ 50,000.00	$ 50,000.00
1.3	102-99	ED	208	**Temporary Portable Changeable Message Sign**	$ 150.00	$ 31,200.00
1.4	110-1-1	LS	1	**Clearing and Grubbing**	$ 37,500.00	$ 37,500.00
1.5		LS	1	**Grading**	$ $225,000.00	$ $225,000.00
				SECTION 2 - SITE IMPROVEMENTS		
2.1	425-2-61	EA	1	**Manholes, P-8, <10'**	$ 7,500.00	$ 7,500.00
2.2	425-2-62	EA	1	**Manholes, P-8, >10'**	$ 9,750.00	$ 9,750.00
2.3	425-2-91	EA	1	**Manholes, J-8, <10'**	$ 9,750.00	$ 9,750.00
2.4	425-2-92	EA	1	**Manholes, J-8, >10'**	$ 9,750.00	$ 9,750.00
2.5	430-174-118	LF	15	**Pipe Culvert, Optional Material, Round, 18" S/CD**	$ 225.00	$ 3,375.00
2.6	430-174-124	LF	69	**Pipe Culvert, Optional Material, Round, 24" S/CD**	$ 250.00	$ 17,250.00
2.7		LS	1	**ADS Chambers**	$ 2,250,000.00	$ 2,250,000.00
2.8	570-1-2	SY	7,522	**Performance Turf, Sod**	$ 4.50	$ 33,849.00
2.9		EA	3	**Nyloplast drain basin, 30", <10', Open Grate**	$ 4,275.00	$ 12,825.00
2.10		EA	1	**Nyloplast drain basin, 30", >10', Solid**	$ 5,000.00	$ 5,000.00
					$	$
					$	$
					$	$
				SECTION 3 - STORM DRAINAGE SYSTEM		
					$	$
					$	$
				SECTION 4 - WATER & SEWER SYSTEMS		
					$	$
					$	$
					$	$
				SECTION 5 - MISCELLANEOUS		
					$	$
					$	$
					$	$
					TOTAL BASE BID:	$ 2,777,749.00

The bidder further proposes that, in the event additions or deletions are made from the Drawings and Specifications for the proposed work, the total adjustments to Bid shall be computed based on the following Unit Prices for the following types of construction. The City reserves the right to delete these Unit Prices from the Contract if, in their opinion they are unbalanced or not reasonable.

Item No.		Unit	Amt	Description	Unit Price	Total Price
					$	$
					$	$
					$	$
					$	$
ALTERNATE BID ITEMS						
					$	$
					$	$
					$	$
					TOTAL ALTERNATE BID ITEMS:	$

NOTE 1: ALL ITEMS QUOTED MUST BE IN COMPLIANCE WITH THE SPECIFICATIONS. IF YOU ARE TAKING EXCEPTION, INDICATE THOSE EXCEPTIONS ON COMPANY LETTERHEAD AND ATTACH TO THIS INVITATION TO BID.

NOTE 2: CY = Cubic Yard; EA = Each; LF = Linear Feet; LS = Lump Sum; SY = Square Yard; ED = Each Day

RE-CHECK YOUR QUOTATIONS PRIOR TO SUBMISSION
BIDS MAY NOT BE CHANGED AFTER BEING OPENED.

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Gulf Coast Utility Contractors, LLC

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☑ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☑ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . S

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

13938 Hwy 77

Requester's name and address (optional)

6 City, state, and ZIP code

Panama City, FL 32409

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

5	2	–	2	1	8	2	5	1	1

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** | **Date** 01/03/2025

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

FDOT

Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

April 28,2025

GULF COAST UTILITY CONTRACTORS, LLC
13938 HWY 77
PANAMA CITY, FLORIDA 32409

RE: CERTIFICATE OF QUALIFICATION

The Department of Transportation has qualified your company for the type of work indicated below.

FDOT APPROVED WORK CLASSES:
DRAINAGE, FENCING, FLEXIBLE PAVING, GRADING, GRASSING, SEEDING AND SODDING, HOT PLANT-MIXED BITUM. COURSES, SIDEWALK, UNDERGROUND UTILITIES (WATER & SEWER)

Unless notified otherwise, this Certificate of Qualification will expire **6/30/2026.**

In accordance with Section 337.14(1), Florida Statutes, an application for qualification must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If the company's maximum capacity has been revised, it may be accessed by logging into the Contractor Prequalification Application System via the following link:
HTTPS://fdotwp1.dot.state.fl.us/ContractorPreQualification

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

The company may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing the most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that the company has performed such work.

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

James E. Taylor II

James E. Taylor II, Prequalification Supervisor
Contracts Administration Office

JTII

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

SWEARINGTON, MICHAEL WILLIAM

GULF COAST UTILITY CONTRACTORS LLC
13938 HWY 77
SOUTHPORT FL 32409

LICENSE NUMBER: CUC057185

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 06/25/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



Detail by Entity Name

Florida Limited Liability Company
GULF COAST UTILITY CONTRACTORS, L.L.C.

Filing Information

Document Number	L99000004446
FEI/EIN Number	52-2182511
Date Filed	07/20/1999
State	FL
Status	ACTIVE

Principal Address

13938 HIGHWAY 77
PANAMA CITY, FL 32409

Changed: 08/14/2009

Mailing Address

13938 Hwy 77
SOUTHPORT, FL 32409

Changed: 01/26/2016

Registered Agent Name & Address

Barron & Redding
220 McKenzie Ave
PANAMA CITY, FL 32401

Name Changed: 02/03/2021

Address Changed: 02/03/2021

Authorized Person(s) Detail

Name & Address

Title MGRM

SWEARINGTON, MICHAEL W
13938 HWY 77
PANAMA CITY, FL 32409

Title MGRM

SWEARINGTON, TAMMI K
13938 HWY 77
PANAMA CITY, FL 32409

Title VP

CORBIN, CHRISTOPHER W
13938 HWY 77
PANAMA CITY, FL 32409

Title S

SOUTHERLAND, SUSAN
13938 HWY 77
PANAMA CITY, FL 32409

Title VP of Field Operations

Hobbs, Thomas Alex
13938 HIGHWAY 77
PANAMA CITY, FL 32409

Annual Reports

Report Year	Filed Date
2023	02/27/2023
2024	03/19/2024
2025	03/26/2025

Document Images

03/26/2025 -- ANNUAL REPORT	View image in PDF format
03/19/2024 -- ANNUAL REPORT	View image in PDF format
02/27/2023 -- ANNUAL REPORT	View image in PDF format
03/09/2022 -- ANNUAL REPORT	View image in PDF format
02/03/2021 -- ANNUAL REPORT	View image in PDF format
05/20/2020 -- AMENDED ANNUAL REPORT	View image in PDF format
03/11/2020 -- ANNUAL REPORT	View image in PDF format
03/04/2019 -- ANNUAL REPORT	View image in PDF format
02/19/2018 -- ANNUAL REPORT	View image in PDF format
07/13/2017 -- AMENDED ANNUAL REPORT	View image in PDF format
01/09/2017 -- ANNUAL REPORT	View image in PDF format
01/26/2016 -- ANNUAL REPORT	View image in PDF format
01/20/2015 -- ANNUAL REPORT	View image in PDF format
01/09/2014 -- ANNUAL REPORT	View image in PDF format
02/12/2013 -- ANNUAL REPORT	View image in PDF format
12/04/2012 -- ANNUAL REPORT	View image in PDF format
02/14/2012 -- ANNUAL REPORT	View image in PDF format
02/09/2011 -- ANNUAL REPORT	View image in PDF format
04/20/2010 -- ANNUAL REPORT	View image in PDF format

01/05/2010 -- ANNUAL REPORT	View image in PDF format
08/14/2009 -- ADDRESS CHANGE	View image in PDF format
03/24/2009 -- ANNUAL REPORT	View image in PDF format
04/24/2008 -- ANNUAL REPORT	View image in PDF format
04/24/2007 -- ANNUAL REPORT	View image in PDF format
05/05/2006 -- ANNUAL REPORT	View image in PDF format
04/27/2005 -- ANNUAL REPORT	View image in PDF format
05/03/2004 -- ANNUAL REPORT	View image in PDF format
05/05/2003 -- ANNUAL REPORT	View image in PDF format
04/22/2002 -- ANNUAL REPORT	View image in PDF format
07/02/2001 -- ANNUAL REPORT	View image in PDF format
07/10/2000 -- ANNUAL REPORT	View image in PDF format
07/20/1999 -- Florida Limited Liabilites	View image in PDF format

END OF ADDENDUM NO. 1

A copy of Addendum No. 1 signed and acknowledged shall precede the mandatory information required in the subject RFB.

Receipt of Addendum No. 1 is hereby acknowledged:

Garrett Rygula
Print Name

G. Rygula
Signature

6/9/25
Date

City of Destin

PROJECT: RFB 25-07-CM Crosstown Connector Phase 1 Construction Score Summary

SCORE TABLULATION SUMMARY SHEET

	GCUC	H&T										
Michael Burgess	16	21										
Robert Tomasek	14	18										
Steve O'Connor	19	22										
Lisa Firth	17	20										
Jeff Cozadd	9	18										
Total Score (Max 125 Pts)	75	99	0	0	0	0	0	0	0	0	0	0

CITY OF DESTIN, FLORIDA

REQUEST FOR BIDS
RFB 25-07-CM

CROSSTOWN CONNECTOR CONSTRUCTION PHASE 1

City of Destin, Florida
May 7, 2025

Larry Jones, City Manager
Phone (850) 837-4242
4200 Indian Bayou Trail
Destin, Florida 32541

CITY OF DESTIN, FLORIDA

The City of Destin, Florida, is currently receiving sealed competitive Bids for the installation of an underground stormwater retention system (ADS Chambers), stormwater pipe, drainage structures, and sod. Work includes all necessary materials, site work, and foundation preparation required for the placement of the stormwater system, pipes, and structures.

This RFB is considered to be Phase 1 of the Destin Crosstown Connector. The City intends to construct the Crosstown Connector project in 2 phases due to timing of availability of construction funding. When completed, the Crosstown Connector will be a new 0.42-mile two-lane east-to-west roadway corridor that will provide an alternative route to US 98 for local traffic. The new roadway corridor will connect Azalea Drive at the Benning Drive intersection to Legion Drive at the Beach Drive intersection. Phase 2 will construct the remainder of the project and will be advertised as a separate RFB.

To bid on this project you must be placed on the Plan Holders List. In order to be on the Plan Holder's list, you must first request and obtain the Bid documents (containing the full specifications and requirements) by emailing the City Clerk's Office at cityclerk@cityofdestin.com. Please include "RFB NO. 25-07-CM, CROSSTOWN CONNECTOR CONSTRUCTION PHASE 1" in the subject line of the email. The bid documents can also be obtained from the City Clerk's Office at the City of Destin, 4200 Indian Bayou Trail, Destin, Florida 32541.

Proposal submissions must be received by the City Clerk's Office at the City of Destin, 4200 Indian Bayou Trail, Destin, Florida 32541, in a sealed envelope clearly marked **"RFB NO. 25-07-CM, CROSSTOWN CONNECTOR CONSTRUCTION PHASE 1", along with the name, return address and telephone number of the submitter, no later than 1:00 p.m. CT, on June 9, 2025** at which time they will be opened. When deemed to be in the City's best interest:

1. The city reserves the right to reject any and all submittals or portions thereof up through and including formal execution of a contract to the successful bid,
2. to waive minor defects and informalities in the process.
3. to accept the Bid(s).
4. Take any other action.

Larry Jones
City Manager

TABLE OF CONTENTS

COVER PAGE 1
PUBLIC NOTICE 2
TABLE OF CONTENTS 3
1.0 INTRODUCTION 6
2.0 INSTRUCTION TO RESPONDENTS 7
3.0 GENERAL CONDITIONS 8
3.1 Project Description 8
3.2 Project Schedule 9
4.0 CONTRACTOR REQUIREMENTS 10
4.1 Independent Contractor 10
4.2 License Requirements 10
4.3 Insurance Requirements 11
4.4 Bonding Requirements 11
4.5 Permitting Requirements 12
4.6 Codes and Standards 12
5.0 CONSTRUCTION CONSIDERATIONS 12
5.1 Subcontractor(s) 13
5.2 Notice to Proceed 13
5.3 Changes in Scope of Work 13
5.4 Site Preparation (as applicable) 14
5.5 Schedule for Delivery of Materials 14
5.6 Waste Disposal 14
5.7 Site Utilities 14
5.8 Material Data 14
5.9 Construction Administration & Management 14
5.10 Warranty Submittal Requirements 15
6.0 EVALUATION OF RESPONSES 16
6.1 Selection Process 16
6.2 Scoring 16
6.3 Criteria Descriptions 16

7.0 SUBMITTAL REQUIREMENTS 18
7.1 No Contact Clause 18
7.2 Addenda 18
7.3 Inquiries 18
7.4 Submittal Preparation 18
7.5 Price Proposal Sheet 19
7.6 Conflict of Interest Disclosure 19
7.7 Drug Free Workplace Program 20
7.8 Public Entity Crime Form 20
7.9 Anti-Human Trafficking Affidavit 20
7.10 Sealed Submittal Packages 20
7.11 Bid Withdrawals 20
7.12 Bid Opening 21
7.13 Reservation of Rights 21
7.14 Public Records 21
ATTACHMENTS 21
Addenda Acknowledgement 22
Bidder Qualification Statement 23
Conflict of Interest Disclosure 29
Public Entity Crimes Statement 30
Drug-Free Workplace Certification 332
Bid Bond 33
Anti-Human Trafficking Affidavit 355
Anti-Collusion Statement 37
EXHIBITS 38
Exhibit A – Roadway Plans .....
Exhibit B – ADS Chamber System Plans .....
Exhibit C – Signing and Pavement Marking Plans (For Information Only) .....
Exhibit D – Lighting Plans (For Information Only) .....
Exhibit E – Landscape Plans (For Information Only) .....
Exhibit F – Price Proposal Sheet .....

REQUEST FOR PROPOSALS
RFB NO. 25-07-CM
CROSSTOWN CONNECTOR CONSTRUCTION PHASE 1

SUBMITTAL REQUIREMENTS CHECKLIST

Note: if any of the required documentation is not provided, the submittal may be deemed to be incomplete/non-responsive and will not be considered. Provide documentation in the following order.

ITEMS REQUIRED		DESCRIPTION OF ITEM REQUIRED	*Verify Document is attached by checking the box
1	Submittal Requirements Checklist	This form	☐
2	Cover Sheet	Must include RFB NO. #25-07-CM CROSSTOWN CONNECTOR CONSTRUCTION PHASE 1	☐
3	Table of Contents		☐
4	Transmittal Letter	See 7.4.c.	☐
5	Addenda Acknowledgement Form		☐
6	Form NO. 1	Bidder Qualification Statement	☐
7	Form NO. 2	Conflict of Interest Disclosure	☐
8	Form NO. 3	Public Entity Crime Form	☐
9	Form NO. 4	Drug Free Workplace Certification Form	☐
10	Form NO. 5	Bid Bond Form	☐
11	Form NO. 6	Anti-Human Trafficking Affidavit	☐
12	Form NO. 7	Anti-Collusion Statement	☐
13	Proof of Insurance	See 4.3 Insurance Requirements	☐
14	Price Proposal Sheet		☐
15	W-9		☐
16	Copies of the Proposal	One printed copy of the proposal and one digital copy provided on a USB Drive (.pdf format)	☐

*If any boxes are left unchecked bid is considered unresponsive.

ITEMS REQUIRED		DESCRIPTION OF ITEM REQUIRED	*Verify Document is attached by checking the box
1	Proof of Licensing and Certifications	Florida State Certified or Florida State Registered Contractor. Must provide all applicable contractor licenses (See 4.2 License Requirements, for General and/or Building)	☐
			☐

REQUEST FOR PROPOSALS
RFB NO. 25-07-CM
CROSSTOWN CONNECTOR CONSTRUCTION PHASE 1

INTRODUCTION

The City of Destin is issuing a Request for Bids (RFB) to secure proposals from qualified contractors for underground stormwater retention system (ADS Chambers), stormwater pipe, and drainage structures. Work includes all necessary materials, site work, and foundation preparation required for the placement of the stormwater system, pipes, and structures.

This RFB is considered to be Phase 1 of the Destin Crosstown Connector. The City intends to construct the Crosstown Connector project in 2 phases due to timing of availability of construction funding. When completed, the Crosstown Connector will be a new 0.42-mile two-lane east-to-west roadway corridor that will provide an alternative route to US 98 for local traffic. The new roadway corridor will connect Azalea Drive at the Benning Drive intersection to Legion Drive at the Beach Drive intersection. Phase 2 will construct the remainder of the project and will be advertised as a separate RFB.

It is the bidder's responsibility to read and understand the requirements of this REQUEST FOR BIDS. Bidders are required to state exactly what they intend to furnish the City of Destin via this solicitation in order to be deemed responsive and must indicate any variances to the terms, conditions and specifications of this proposal, no matter how slight. If variations are not stated in the proposal, it shall be construed that the proposal fully complies with all conditions identified in this proposal.

Before submitting a proposal, each bidder will, at bidder's own expenses, make or obtain any additional examinations, investigations and studies, and obtain any additional information and data that may affect costs, permitting, progress, performance of furnishing of the project and that the bidder's deems necessary to determine its proposal.

Bidders will examine all documents included in this RFB carefully and shall make a written request to the City's authorized representative (cityclerk@cityofdestin.com) for information, interpretation or correction of any ambiguity, inconsistency, or error herein.

Any interpretation or correction will be issued by the City as an addendum to the RFB. Only a written interpretation or correction by addendum shall be binding. Bidders are cautioned against relying upon any interpretation or correction given by any other method.

The submission of a proposal shall not be deemed an agreement between the bidder and the City. The proposal is a contractual offer by the bidder to perform services in accordance with the proposal. The City shall not be obligated to respond to any proposal submitted nor be bound in any manner by the submission of a proposal.

1.0 INSTRUCTION TO RESPONDENTS

A. The City of Destin will accept RFB responses until June 9, 2025, no later than 1:00 p.m. (CT) at City Clerk's Office located at City Hall, 4200 Indian Bayou Trail Destin FL. 32541, to provide the City with Qualified Respondents for RFB NO. 25-07-CM, CROSSTOWN CONNECTOR CONSTRUCTION PHASE 1.

B. Any responses received after the above stated time and date will NOT be considered. It shall be the sole responsibility of the bidder to have their RFB submittal delivered to City Clerk's Office for receipt on or before the above stated time and date. RFB responses which arrive after the above stated deadline as a result of delay by the mail service shall not be considered, and arrangements shall be made for their return at the bidder's request and expense. The City reserves the right to consider submittals that have been determined by the City to be received late due solely to mishandling by the City after receipt of the RFB and prior to the award being made.

C. All responses will be publicly opened and recorded for acknowledgement of receipt in the City Hall Boardroom on **June 9, 2025, 1:00 p.m. (CT)**. All bidders or their representatives are invited to be present. The City Hall Boardroom is located at 4200 Indian Bayou Trail Destin, FL 32541.

D. Any addendum(s) issued to this RFB, will be provided to Plan Holders. It shall be the responsibility of each Plan Holder or respondent, prior to submitting the RFB response, to contact the City Clerk's Office, at (850) 837-4242 to determine if any addendum(s) were issued and to complete any addendum acknowledgements as part of their RFB response.

E. One (1) printed original and one (1) digital copy (.pdf format, matching the original printed copy) on a USB Thumb Drive of the RFB responses shall be submitted in a sealed package clearly marked on the outside " RFB NO. 25-07-CM, CROSSTOWN CONNECTOR CONSTRUCTION PHASE 1 " and addressed: City of Destin, City Clerk's Office, 4200 Indian Bayou Trail, Destin, FL 32541.

F. Complete and submit Bidder Qualification Statement Form herein as an attachment (*include attachment letter*).

G. Submissions shall be portrait orientation, "8 1/2 X 11" where practical and double-sided.

H. All expenses for making RFB submittals to the city are to be borne by the bidder.

I. Responses shall be evaluated based on all information submitted and a ranked list and recommended bidders will be submitted to the City Council for consideration. Bidders may be required to provide a brief presentation at a City Council meeting.

J. Each bidder, by submission of a proposal, acknowledges that in the event of any legal action challenging the award of the RFB; damages, if any, shall be limited to the actual cost of the preparation of the RFB.

K. Procurement Schedule

Tasks	Date
RFB issued	May 7, 2025
Mandatory Pre-Bid Meeting	May 21, at City Hall
Last day for questions to be submitted	May 23, 2025
Due Date/Bid Opening	June 9, 2025 at 1:00 CT
Tentative Date - Evaluation of Proposals	June 10, 2025
Tentative Date – City Council Meeting	June 16, 2025
Tentative Date- Execution of Contract	July 7, 2025
Tentative Date- Notice to Proceed	July 8, 2025

There will be a Mandatory Pre-Bid Meeting at City Hall, 4200 Indian Bayou Trail, Destin, FL 32541 May 21, 2025 at 10:00 am.

2.0 GENERAL CONDITIONS

2.1 Project Description

Details of the proposed work are provided in the engineering drawings and specifications, (see technical attachments including all addendums). All work shall be completed as shown in the construction documents. Each bidder shall thoroughly examine the work area and be familiar with the bid documents. The failure or neglect of a bidder to receive or examine any bid document or any part thereof shall in no way relieve it from any obligations with respect to its Bid or to any contract. No claim for additional compensation shall be allowed, which is based upon a lack of knowledge of any contract document.

The general description of work shall include, but may not be limited to:

- Installation of MC-3500 Stormtech Chambers according to plans and Construction Guide.
- Installation of manhole structures S-304, S-416, ADS-B, and ADS-F
- Installation of Nyloplast Drainage Basins ADS-A, ADS-C, ADS-D, and ADS-E
- Installation of Stormwater pipes between manholes S-304, S-416, and the ADS Chambers
- Installation of 8’ of stormwater pipe between S-503 (excluded) and the ADS Chambers (for future connection)
- Installation of sod

Project-Specific Conditions & Clarifications

- Prohibit unloading, loading, parking, or storing construction equipment or vehicles within the road ROW of any existing roadway. Adequate provisions for such activities shall be made on the project property.

- Contractor must comply with the standard protection measures for the Eastern Indigo Snake per USFWS. https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/environment/pubs/protected-species/standard-protection-measures-for-the-eastern-indigo-snake-2024.pdf?sfvrsn=93349df9_5
- Any sidewalk damaged during construction shall be replaced from joint to joint (4" thick minimum, 4000 psi with fiber, and a light broom finish). Where sidewalk cuts through a driveway, concrete shall be a minimum of 6" thick, per LDC Section 8.01.00.G.6.g.
- Ensure sidewalks meet ADA cross slope requirements of 2% total maximum.
- Any infrastructure damaged during construction, repair the right-of-way to original or better condition, per LDC Section 8.01.00.A.

The work items listed above are expected to include clearing and grubbing, grading to the proposed elevations with tie-in slopes shown, and sodding of the disturbed areas. Construction activities are not expected to directly impact traffic, however, maintenance of traffic and portable changeable message signs will be required for the ingress/egress of construction vehicles to the project site. Excess fill material excavated for underground stormwater retention system shall remain the property of the City and remain onsite within the limits of the right of way. Contractor is expected to follow the Stormwater Pollution Prevention Plan and provide erosion and sediment control measures as shown and as applicable to the phase 1 scope of work.

The Bidder is responsible for obtaining all necessary governmental agency permits. All permitting costs are to be included in the base offer including permit related signage.

2.2 Project Schedule

Contractor shall reach substantial completion for all work thirty (30) days prior to final completion. The time stated for completion shall include final cleanup of the premises. Extensions of contract time for delays caused by the effects of inclement weather are justified only when rain or other inclement weather conditions or related adverse soil conditions prevent the Contractor from productively performing controlling items of work resulting in:

The Contractor being unable to work at least 50% of the normal workday on predetermined controlling work items; or

The Contractor must make major repairs to work damaged by weather, providing the damage was not attributable to a failure to perform or neglect by the Contractor.

ESTIMATED PROJECT SCHEDULE	
Tasks	**Date**
Begin Construction	July 2025

Substantial completion date	30 Days Prior to Complete Construction
Complete Construction	December 31, 2025

3.0 CONTRACTOR REQUIREMENTS

City of Destin is seeking an independent Florida Licensed General Contractor (including all necessary independent subcontractors) with all applicable licenses for work on this project.

3.1 Independent Contractor

An Agreement resulting from this solicitation does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the Bidder is an independent contractor under this Agreement and not the City's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The Bidder shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Bidder's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under any potential Agreement shall be those of Bidder, which policies of Bidder shall not conflict with City, State, or United States policies, rules or regulations relating to the use of Bidder's funds provided for herein. The Bidder agrees that it is a separate and independent enterprise from the City, that it had full opportunity to find other businesses, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. Any potential Agreement shall not be construed as creating any joint employment relationship between the Bidder and the City and the City will not be liable for any obligation incurred by Bidder, including but not limited to unpaid minimum wages and/or overtime premiums.

3.2 License Requirements

Provide all applicable contractor licenses: including license name, license numbers and contact information. Contractor must be Florida State Certified or Florida State Registered possessing an Okaloosa County Competency License https://myokaloosa.com/gm/licensing

Contractor must be registered with the City of Destin https://www.cityofdestin.com/DocumentCenter/View/15273/Contractor-Registration-Instructions

3.3 Insurance Requirements

Respondent, contractor and/or sub-contractors (used interchangeably) shall, at its expense, procure and maintain at a minimum for the duration of the project and through the period as stated in the Construction Contract, the types and amounts of insurance described below or as otherwise requirement by state and federal law:

a. Workers' Compensation and Employers Liability Insurance: Shall carry Workers' Compensation Insurance in accordance with the laws of the State of Florida and in the amounts sufficient to secure the benefits of the Florida Workmen's Compensation Law for all types of employees, including those of subcontractors. Any Florida State or County Licensed contractor who performs any type of marine construction work as defined in FAC 61G4015.033, must maintain applicable workers' and general liability insurance as required by state and federal law, including but not limited to the provisions of the Longshore and Harbor Workers' Compensation Act.

b. General Liability Insurance: General Liability Insurance with a minimum liability insurance requirement of $1,000,000 for combined single limit.

c. Respondent shall produce proof of insurance in the types and amounts required by the city, state, and federal regulations, including the foregoing and any additional coverages, including Automobile Liability and or Builder's Risk Insurance, as may be defined at the time of contract. The city shall be named as an additional insured party and all binders, policies or certificates of insurance shall include a provision that such insurance coverage shall not be cancelled or amended without at least thirty days' notice to the city. All coverage shall be with carriers doing business in the State of Florida. Carriers shall be A rated (or better) by AM Best Company. City reserves the right to modify its insurance requirements with 60 day notice.

3.4 Bonding Requirements

a. Bid Bond Security

All bidders shall furnish with their bids a bid bond. Said bid bond shall be issued by a surety duly authorized to conduct business in the State of Florida and shall be in the amount of five percent (5%) of the total amount of the bid. Bid security is submitted as a guarantee that the Bidder, if awarded the Contract, will promptly execute such Contract in accordance with the Bid and in the manner and form required as defined by the Contract Documents. The Bidder must be named as the principal of the bond. Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida. See Article 5 of the General Conditions as amended by Supplementary Conditions.

b. Performance and Payment Bond

The bidder to whom the Contract is awarded shall furnish to the City, without extra compensation, and shall maintain in effect throughout the life of the Contract, and for the duration of the period described in the bond, acceptable Performance and Payment bonds in sums at least equal to 100% of the full amount of the Contract, conditioned to indemnify and save harmless the City from and against any loss, damage, or expense ensuing from failure on the part of the Contractor to faithfully and properly perform the Contract or to promptly pay all its subcontractors, suppliers, materialmen or laborers for work completed on the Project.

The required forms for the performance and payment bonds are included in these Instructions. If within ten (10) calendar days after the acceptance of the bid, the successful bidder shall refuse or neglect to execute the contract and to furnish the required performance and payment bonds properly signed by the bidder and the surety or sureties satisfactorily to the owner, the bidder shall be deemed to be in default and the owner will retain the Bid Bond Security as liquidated damages, but not as a penalty. The owner reserves the option to accept the bid of any of the other bidder within ten (10) calendar days from default, in which case such acceptance shall have the same effect on such bidder as though he were the original, successful bidder.

3.5 Permitting Requirements

Contractor is required to obtain all required permits prior to the start of construction.

a. City of Destin Building Permit: “Infrastructure/Utility/Stormwater”
b. Any and all other applicable and/or required federal, state, and local permits

3.6 Codes and Standards

All project work shall be done in accordance with all appliable Federal, State, and local codes and standards which include, Florida Building Codes, City Codes and Ordinances, Approved Development Order and Manufacturers Recommendations and Manufactures Signed Sealed Engineered installation instructions.

5.0 CONSTRUCTION CONSIDERATIONS

Project implementation for this scope of work under this RFB includes all labor, materials, equipment and services required for construction including any permitting, compliance with all federal, state and local codes and construction of the project. All construction shall be completed

as indicated in the construction documents. All work shall meet City standards and be performed to the satisfaction of the City Engineer, Building Official or his/her designee. All materials and equipment shall be subject to inspection by the City prior to incorporation into the final work.

5.1 Subcontractor(s)

Unless otherwise stated in the contract documents or the bidding requirements, the contractor, as soon as practicable after award of the contract, shall furnish in writing to the City the names of persons or entities, including those who are to furnish materials or equipment fabricated to a special design, proposed for each principal portion of the Work. The City will promptly inform the bidder in writing whether it has reasonable objection to any such proposed person or entity. The City may consider the use of any subcontractor when evaluating whether a bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference.

5.2 Notice to Proceed

The City shall issue a signed Purchase Order and official Notice to Proceed for the services referenced in this RFB and resulting contract. The Notice to Proceed shall be sent via email. Under no circumstances shall the City be liable for any services rendered unless the written Notice to Proceed has been sent and received by the Contractor(s). The Contractor(s) must acknowledge receipt of the written Notice to Proceed.

The services shall commence upon written Notice to Proceed from the City, and the project shall be completed in accordance with the project schedule.

5.3 Changes in Scope of Work

a. “Change Order” shall be defined as a written instrument prepared by and signed by the City Manager and Bidder, stating the specific agreement upon all of the following: the change in the scope of work, including additional or extra work, the amount of the adjustment, if any, to the contract price, and the adjustment, if any, to the contract completion time. The City Manager’s authority to authorize Change Orders is constrained by the City’s Purchasing Policy and Manual.
b. No claim for additional or extra work will be considered or paid by the City unless a request for a Change Order is first submitted in writing by the Bidder and authorized by the City as a Change Order.
c. All change orders shall be considered a written addendum to the Contract.

5.4 Site Preparation (as applicable)

a. Public Infrastructure and Accesses: Contractor will be responsible for any damages to publicly owned infrastructure to include sidewalks, curb and gutter, storm sewer inlets/grates, manholes, pipes, etc. Repair or replacement of these items will adhere to Florida Department of Transportation (FDOT), City of Destin, and Destin Water Users standards as applicable.

b. Hours of Operation: Contractor will limit times of activity to 6am to 6pm Monday through Sunday, in accordance with the City's Noise Ordinance. No construction activity shall take place on federally recognized Holidays. City of Destin reserves the right to direct the contractor as to specific days when work will be allowed.

c. Staging Area: Prepare a designated staging area for all construction materials and equipment associated with the construction work that is not accessible to the public, with a location agreed upon by the Parks and Recreation Director.

5.5 Schedule for Delivery of Materials

The successful respondent shall be responsible for receiving all materials delivered.

5.6 Waste Disposal

Contractor shall be responsible for disposal of all waste and debris.

5.7 Site Utilities

All site utilities (Electrical, Potable Water, Wastewater, and Storm Drainage/Stormwater) shall be maintained during the construction.

5.8 Material Data

a. United States-Produced Iron and Steel (s. 255.0993, Fla. Stat.) - Any iron or steel product permanently incorporated into the project must be produced in the United States

5.9 Construction Administration & Management

a. Identify a Construction/ Quality Assurance Supervisor. Providing their name(s), qualifications including a minimum of five (5) years of experience on similar scope and magnitude projects.

b. Construction/Quality Assurance Supervisor to provide construction coordination and is responsible for communicating with the City of Destin's Project Liaison, other contractors (as applicable); provides directives to sub-contractors and attends scheduled construction meetings on site, and review of all project billing.

- If named individual is replaced during construction period, replacement will require approval of same or greater credentials and experience level initially proposed prior to replacements' start of work.
- Named individual is to provide input to reports and meeting minutes with City of Destin, and other contractors.
- Responsible for quality control of project and addressing areas that may affect the quality of the project's final product and identify inspection procedures to ensure poor quality issues do not occur.
- Construction and Quality Assurance Supervisor shall be responsible for overall project construction quality control, inspection/field condition reports, weekly progress reports, project photographs, project schedule coordination, inspection scheduling, and schedule and attend biweekly construction progress meetings with City and other designees

5.10 Warranty Submittal Requirements

a. For all major pieces of equipment, submit a warranty from the equipment manufacturer. The manufacturer's warranty period shall be concurrent with the Contractor's for one (1) year, unless otherwise specified, commencing at the time of final acceptance by the Owner.

b. The City reserves the right to request warranties for equipment not classified as major. The Contractor shall still warrant equipment not considered to be "major" in the Contractor's one-year warranty period even though certificates of warranty may not be required.

c. In the event that the equipment manufacturer or supplier is unwilling to provide a one (1) year warranty commencing at the start of the Correction Period, the Contractor shall obtain from the manufacturer a two (2) year warranty commencing at the time of equipment delivery to the job site. This two (2) year warranty from the manufacturer shall not relieve the Contractor of the one (1) year warranty.

d. The City shall incur no labor or equipment cost during the guarantee period.

e. Guarantee shall cover all necessary labor, equipment and replacement parts resulting from faulty or inadequate equipment design, improper assembly or erection, defective workmanship and materials, leakage, breakage or other failure of all equipment and components furnished by the manufacturer.

6.0 EVALUATION OF RESPONSES

6.1 Selection Process

In general, the City will conduct the selection process in accordance with this Section and all applicable City purchasing policies and procedures.

6.2 Scoring

The criteria to determine the lowest, best responsive, and responsible bidder, is listed numerically below by their relative order of importance.

EVALUATION CRITERIA	**Max POINTS**
Price Proposal (1-5 points) x2	10
Qualifications/Experience (1-5 points)	5
Project Approach (1-5 points)	5
Past Performance (1-5 points)	5
TOTAL	**25**

Scoring Guidance
5 points: Meets the requirement 100%.
4 points: Some minor gaps but substantially meet the requirements.
3 points: More moderate gaps and does not meet the requirements.
2 points: Only partially meets the requirements.
1 point: Does not meet the requirements at all.

6.3 Criteria Descriptions

a. Price Proposal
- Costs will be evaluated based on the items outlined in the scope of work and price proposal submission requirements.
- Are costs reasonable compared to the work performed? Are assumptions used in developing costs reasonable?
- Did bidder provide all the requested cost information?
- How competitive is the price proposal compared to the others received?

b. Qualifications and Experience
- Does the contractor have the experience necessary to carry out the specific work for this project? Does the contractor have experience with similar projects?
- Does the background and qualifications of individual key team members provide proven technical, operational, and managerial experience needed to handle the proposed project? Are the company structure and the relation of the project team clearly shown?

- Do financial qualifications clearly demonstrate financial stability of the company?

c. Project Approach and Performance Differentiators
   - Does the submittal include detailed information that demonstrates the bidder's understanding of the scope of work and how they intend to meet the objectives of the project?
   - Does submittal demonstrate the firm's ability to manage existing budgets and implement cost controls throughout a project?
   - Has bidder demonstrated knowledge of local site conditions and applicable requirements? Does submittal contain approach to receiving permitting and maintaining the original construction scheduled as provided for in the scope of work?
   - Is project approach specific, describing the means and methods of accomplishing the work. Does it identify any key issues on the project and/or propose some potential solutions?
   - Is contractors schedule and availability practical and meet project requirements?

d. Past Performance
   - Do past performance evaluations and/or past performance information provided reflect a trend of satisfactory performance?
   - Basis of evaluation:
   - A pattern of successful completion of work
   - A pattern of work identical to, similar to, or related to the work the project requires.
   - Ability shown, through workmanship provided on other projects.
   - Did the bidder provide references, did they demonstrate the company's quality of work?

7.0 SUBMITTAL REQUIREMENTS

7.1 No Contact Clause

All prospective bidders are hereby instructed to not contact any member of the Destin City Council, City Manager, or City of Destin staff member other than the authorized city contact person identified below regarding this solicitation or the bidder's submittal package. In order to ensure a fair, competitive, and open process, once a project is advertised all communication between interested bidder and the City must be directed to:

City Clerk
City of Destin
4200 Indian Bayou Trail
Destin, Florida 32541
850-837-4242
cityclerk@cityofdestin.com
Office Hours: Monday- Friday, 8:00 A.M. TO 5:00 P.M. CT

Any such contact to anyone but the Clerk may be cause for rejection of your submittal.

7.2 Addenda

Submitter acknowledges that it is the submitter's responsibility to determine whether an Addendum has been issued; and if so, to obtain copies of such Addendum from the City Clerk of Destin and agrees to be bound by all addenda that have been issued for this REQUEST FOR BIDS. If addendum is issued, bidder shall sign and return each addendum with the submittal package. Failure to return signed any and all addenda may disqualify the submittal.

7.3 Inquiries

The City will not respond to oral inquiries. Proposers may submit only e-mailed inquiries regarding this RFB. The City will respond to written e-mailed inquiries received by May 16, 2025. Questions or requests for Bid documents, plans and specifications regarding this RFB may be directed to the City Clerk, 4200 Indian Bayou Trail 32541 (850) 837-4242 cityclerk@cityofdestin.com.

7.4 Submittal Preparation

Submittals should be prepared in the following order:

a. Coversheet: provide a submittal cover sheet that includes RFB NO. 25-07-CM, CROSSTOWN CONNECTOR CONSTRUCTION PHASE 1, bid opening date and bidder contact information.
b. Table of Contents: provide Table of Contents to aid the evaluation of the qualifications

c. Transmittal Letter: provide a signed letter of transmittal that demonstrates the bidder's:
   - commitment to perform the work,
   - understanding of the work to be done, including approach, notional schedule, assumptions, contingencies, and mitigating factors
   - delineating features that articulate why it is the best qualified firm to perform the work (e.g. bidder's qualifications, competence, and capacity for the construction proposed in this RFB),

d. Completed Forms [Reference RFB Attachments]
   - Attachment NO. 1 - Bidder Qualification Statement
   - Attachment NO. 2 - Public Entity Crime Form
   - Attachment NO. 3 - Drug Free Workplace Certification Form
   - Attachment NO. 4 - Bid Bond Form
   - Attachment NO. 5 - Anti-Human Trafficking Affidavit
   - Attachment NO. 6 - Anti-Collusion Statement

e. Proof of Insurance: provide proof of insurance meeting minimum insurance requirements as outlined in section 4.3 Insurance Requirements.
f. Addendums (if applicable)
g. Price Proposal Sheet
h. W-9
i. Copies of Proposal
j. Proof of licensing and certifications: provide proof of licensing and certifications meeting minimum requirements as outlined in section 4.2 License Requirements.
k. Florida Product Approval Certifications

Failure to provide any of the above listed mandatory information shall result in the elimination of the submittal package from consideration.

7.5 Price Proposal Sheet

The 'Total Base Bid' and 'Total Alternative Bid Items' amounts, as respectively submitted by the bidder in the Price Proposal Sheet, shall include the cost of all work and all costs incidentals thereto, to accomplish the scope identified in this RFB and supporting Exhibits.

7.6 Conflict of Interest Disclosure

Each proposal is subject to the provisions of Florida Statutes, Chapter 112, providing that all bidders must disclose with the RFB submittal the name of any officer, director, or agent who is also a public officer or an employee of the City of Destin. Further, all bidders must disclose the name of any City officer or employee who owns, directly or indirectly, an interest of five percent or more in the Bidding firm.

7.7 Drug Free Workplace Program

Complete the form provided.

7.8 Public Entity Crime Form

Each submittal shall contain a completed Public Entity Crime Form pursuant to Florida Statutes, Section 287.132-133, providing that no public entity shall accept any proposal from or award any contract to, or transact any business in excess of the threshold amount for Category Two ($25,000) for a period of thirty-six months from the date placed on the convicted vendor list.

7.9 Anti-Human Trafficking Affidavit

All nongovernmental entities that are or potentially will be contracting, renewing or extending contracts with the City of Destin must have an officer or representative fully execute this affidavit. Note, this is a mandatory requirement of s 787.06(13), Florida Statutes effective July 1, 2024.

7.10 Sealed Submittal Packages

All proposals to be considered must be in the possession of the Destin City Clerk no later than **June 9, 2025, 1:00 p.m. (CDT)**. Submittals may be mailed or delivered to the Office of the City Clerk at the address below and shall be submitted in a sealed envelope clearly marked **"RFB NO. 25-07-CM, CROSSTOWN CONNECTOR CONSTRUCTION PHASE 1"** and note the time and date of the opening. Regardless of method of delivery, each bidder shall be responsible for their Bid being delivered on time, as the City of Destin assumes no responsibility for same. Proposals offered or received after the time set for the Bid Opening will be rejected and returned unopened to the submitter.

Mailing and Hand Delivery Address:

City Clerk
City of Destin
4200 Indian Bayou Trail
Destin, Florida 32541
850-837-4242
cityclerk@cityofdestin.com
Office Hours: Monday- Friday, 8:00 A.M. TO 5:00 P.M. CT

7.11 Bid Withdrawals

Bidders may withdraw a bid after it has been submitted any time before the scheduled time for opening the bids. To withdraw a Bid, contact in writing via email at cityclerk@cityofdestin.com.

7.12 Bid Opening

Proposals will be opened publicly and read aloud on **June 9, 2025, 1:00 p.m. (CT)** in the City Hall Board Room, 4200 Indian Bayou Trail, Destin, Florida.

7.13 Reservation of Rights

The City reserves the right to reject any and all proposals or portions thereof, to waive minor defects and informalities in the process, to re-advertise, to accept the proposal or award multiple proposals or take any other actions deemed by the City to be in the City's best interest.

7.14 Public Records

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (850) 837-4242, CITY CLERK, 4200 INDIAN BAYOU TRAIL, DESTIN, FL.

The successful bidder shall:

a. Keep and maintain public records required by the CITY to perform the service.
b. Upon request from the City's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this FS Chapter 119 or as otherwise provided by law.
c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the public agency.

   Upon completion of the contract, transfer, at no cost, to the CITY all public records in possession of the contractor or keep and maintain public records required by the CITY agency to perform the service. If the CONTRACTOR transfers all public records to the CITY upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the GROUP shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

A D D E N D A

CITY OF DESTIN

FLORIDA

RFQ TITLE: **RFQ No. 25-07-CD, CROSSTOWN CONNECTOR CONSTRUCTION PHASE 1**

RESPONDENT: _____

DATE SUBMITTED: _____

We propose and agree, if this submittal is accepted, to contract with the City of Destin, in the Contract Form, to furnish all material, equipment, machinery, tools, apparatus, means of transportation, construction, coordination, labor and services necessary to complete/provide the work specified by the Contract documents.

Having studied the documents prepared by:

CITY OF DESTIN

We propose to perform the work of this Project according to the Contract documents and the following addenda which we have received:

ADDENDUM NO.	**DATE**	**ADDENDUM No.**	**DATE**
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

☐ **NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS BID**

ATTACHMENT NO. 1

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

SUBMITTED TO: City of Destin
CITY CLERK'S OFFICE
4200 Indian Bayou Trail
Destin, Florida 32541
Telephone: (850) 837-4242

Check One

Submitted By: ___Corporation

Name: _____ ___Partnership

Address: _____ ___Individual

City, State, Zip: _____ ___Other

Telephone No.: _____

Email: _____

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

   The correct name of the bidder is:

   _____

   The address of the principal place of business is:

   _____

   _____

2. If bidder is a corporation, answer the following:

   a. Date of Incorporation: _____

   b. State of Incorporation: _____

   c. President's name: _____

   d. Vice President's name: _____

e. Secretary's name: _____

f. Treasurer's name: _____

g. Name and address of Resident Agent: _____

3. If bidder is an individual or a partnership, answer the following:

a. Date of organization: _____

b. Name, address and ownership units of all partners:

_____

_____

_____

c. State whether general or limited partnership: _____

4. If bidder is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

_____

_____

_____

5. If bidder is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

_____

6. How many years has your organization been in business under its present business name?

_____

a. Under what other former names has your organization operated?

_____

_____

7. Indicate registration, license numbers or certificate numbers for the businesses or professions, which are the subject of this Bid. Please attach certificate of competency and/or state registration.

_____

_____

_____

8. Have you ever failed to complete any work awarded to you? If so, state when, where and why:

_____

_____

_____

9. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary)

_____

_____

_____

10. State the name of the individual who will have personal supervision of the work:

_____

11. State the name and address of attorney, if any, for the business of the bidder:

_____

_____

12. State the names and addresses of all businesses and/or individuals who own an interest of more than five percent (5%) of the bidder's business and indicate the percentage owned of each such business and/or individual:

_____

_____

13. State the names, addresses, and the type of business of all firms that are partially or wholly owned by bidder:

_____

_____

_____

14. Average Annual Revenue of the bidder for the last three years as follows:

		Revenue
a.	Government Related Work	
b.	Non-Governmental Related Work	
c.	**Total of a. and b.**	

Revenue Index Number

1.	Less than $100,000
2.	$100,000 to less than $250,000
3.	$250,000 to less than $500,000
4.	$500,000 to less than $1 million
5.	$1 million to less than $2 million
6.	$2 million to less than $5 million
7.	$5 million to less than $10 million
8.	$10 million to less than $25 million
9.	$25 million to less than $50 million
10.	$50 million or greater

15. Bank References:

Bank	**Address**	**Telephone**
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

16. What will be your turnaround time for written responses to City inquiries?

_____

17. List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the bidder, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description, the disposition of each such petition.

_____

_____

18. List all claims, arbitrations, administrative hearings and lawsuits brought by or against the bidder or its predecessor organization(s) during the last five (5) years. The list shall include all case names, case arbitration or hearing identification numbers, the name of the project which the dispute arose, and a description of the subject matter of the dispute.

_____

_____

19. List and describe all criminal proceedings or hearings concerning business related offenses to which the bidder, its principals or officers or predecessors' organization(s) were defendants.

_____

_____

_____

20. Conflict of Interest Disclosure

Each proposal is subject to the provisions of Florida Statutes, Chapter 112, providing that all bidders must disclose with the RFB submittal the name of any officer, director, or agent who is also a public officer or an employee of the City of Destin. Further, all bidders must disclose the name of any City officer or employee who owns, directly or indirectly, an interest of five percent or more in the Bidding firm.

_____

_____

_____

21. Has the bidder, its principals, officers or predecessors' organization(s) been CONVICTED OF a Public Entity Crime, debarred or suspended from bidding by any government during the last five (5) years? If so, provide details.

_____

_____

The bidder acknowledges and understands that the information contained in response to this qualification statement shall be relied upon by the City in awarding the contract and such information is warranted by bidder to be true. The discovery of any omission or misstatement that materially affects the bidder qualifications to perform under the contract shall cause the owner to reject the submittal, and if after the award, to cancel and terminate the award and/or contract.

(Signed)_____

(Title)_____

Subscribed and sworn to before me

This _____ day of _____, 20 _____

_____
Notary Public (Signature)

My Commission Expires: _____

END OF SECTION

ATTACHMENT NO. 2

CONFLICT OF INTEREST DISCLOSURE FORM

Does any City employee acting as a purchasing agent, or City public officer acting in official or private capacity or his/her spouse, or child own more that 5% of the bidder/proposer's interest?

YES_____ NO_____

Does any City employee acting as a purchasing agent, or City public officer acting in official or private capacity hold any employment or contract with the bidder/proposer?

YES_____ NO_____

If either question number 1 or 2 above has been answered YES, does the bidder/proposer assert any exemptions related to prohibited employment & business relationships?

YES_____ NO_____

If YES, please describe:

_____

_____

_____

_____

FIRM NAME: _____

BY (PRINTED):_____

BY (SIGNATURE):_____

TITLE: _____

ADDRESS_____

_____

PHONE NO. _____

E-MAIL _____

RFP NO. 25-07-CM
ATTACHMENT NO. 3
PUBLIC ENTITY CRIMES STATEMENT

SWORN STATEMENT UNDER SECTION 287.133 (3) (A)

FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract _____
_____

2. This sworn statement is submitted by _____whose business address is _____
_____

and (if applicable) Federal Employer Identification Number (FEIN) is _____(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____

3. My name is _____and my relationship to the entity named above is_____

4. I understand that a "public entity crime" as defined in Paragraph 287.133(a)(g). Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a)(b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime; or

2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person.

A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

____Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

____The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. (please attach a copy of the final order)

____The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted vendor list. (please attach a copy of the final order)

_____The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by, or pending with, the Department of General Services.)

_____ Date: _____

(Signature)

STATE OF FLORIDA
COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this ___day of_____, 202__, and is personally known to me, or has provided as identification.

_____
Notary Public

My Commission expires:

END OF SECTION

ATTACHMENT NO. 4

DRUG-FREE WORKPLACE CERTIFICATION

The below signed submitter certifies that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection 1.

4. In the statement specified in subsection 1., notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation occurring in the workplace no later than five (5) working days after such conviction.

5. Impose a sanction on or require the satisfactory participation in drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I certify that this firm complies fully with the above drug-free workplace requirements.

COMPANY:_____

ADDRESS:_____

CITY:_____ STATE:_____ ZIP CODE: _____

TELEPHONE NUMBER:_____

SIGNATURE:_____ DATE:_____

NAME (TYPED OR PRINTED):_____

TITLE: _____

END OF SECTION

RFP NO. 0125-07-CM
ATTACHMENT NO. 5
BID BOND

BID BOND SECTION

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, as _B _____ Principal, and as Surety, are hereby held and firmly bound unto the **City of Destin, Florida** as Owner in the sum of, (five percent (5%) of the Contract Bid) _____ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns to pay Owner upon default of Bidder the sum set forth on the face of this Bond.

Signed, this ____day of_____, 20__

The condition of the obligation is such that whereas the Principal has submitted to **City of Destin, Florida** a certain Bid, attached hereto and hereby made a part hereof, to enter into a contract in writing, for the **RFB NO. 25-07-CM, CROSSTOWN CONNECTOR CONSTRUCTION PHASE 1.**

NOW THEREFORE,

1. Default of the Bidder shall occur upon the failure of the Bidder to deliver within the time required by the Bidding Documents, the executed Agreement required by the Bidding Documents, and any performance and payment bonds required by the Bidding and Contract Documents.

2. This obligation shall be null and void if:
    - Owner accepts Bidder's bid, and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents, or
    - All bids are rejected by Owner, or
    - Owner fails to issue a notice of award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof) if any time is specified.

3. Payment under this Bond will be due and payable upon default of Bidder and within thirty (30) calendar days after receipt of Bidder and Surety of written notice of default from Owner which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

4. Surety waives notice of any and all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by Owner and Bidder, provided that the time for issuing notice of award including extensions shall not in the aggregate exceed one hundred twenty (120) days from Bid Due without Surety's written consent.

5. No suit or action shall be commenced under this Bond prior to thirty (30) calendar days after the notice of default required in paragraph 3 above is received by Bidder and Surety, and in no case later than one year after Bid Due Date.

6. Any suit or action under this Bond shall be commenced only in a state court of competent

jurisdiction located in the state in which the Project is located.

7. Notice required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the part concerned.

8. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.

9. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of the Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of the Bond that is not in conflict therewith shall continue in full force and effect.

10. The term 'bid" as used herein includes a bid, offer or proposal as applicable.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Principal (Print Full Name): Surety (Print Full Name):

_____ _____

(Seal) Surety's Name and Corporate Seal

By:_____(L.S.) By: _____

Signature (attach power of attorney)

Title:_____ Title:_____

Attest: _____ Attest: _____

Signature and Title Signature and Title

IMPORTANT - Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida. See Article 5 of the General Conditions as amended by Supplementary Conditions.

END OF SECTION

RFP NO. 25-07-CM
ATTACHMENT NO. 6
ANTI-HUMAN TRAFFICKING AFFIDAVIT

DIRECTIONS: *All nongovernmental entities that are or potentially will be contracting, renewing or extending contracts with the City of Destin must have an officer or representative fully execute this affidavit. Note, this is a mandatory requirement of s 787.06(13), Florida Statutes effective July 1, 2024.*

I _____ (insert name) as _____ (insert title) on behalf of _____ (insert entity name) under penalty of perjury hereby attest as follows:

1. I am over 21 years of age and have personal knowledge of the matters set forth in this affidavit.
2. _____ (insert entity name) does not use coercion for labor or services as defined in s. 787.06(2)(a), Florida Statutes.
3. More particularly, _____ (insert entity name) does not participate in any of the following actions:
    a. Using or threatening to use physical force against any person;
    b. Restraining, isolating or confining or threatening to restrain, isolate or confine any person without lawful authority and against her or his will;
    c. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of the labor or services are not respectively limited and defined;
    d. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
    e. Causing or threatening to cause financial harm to any person;
    f. Enticing or luring any person by fraud or deceit; or
    g. Providing a controlled substance as outlined in Schedule I or Schedule II of s. 893.03, Florida Statutes to any person for the purpose of exploitation of that person.

FURTHER AFFIANT SAYETH NAUGHT.

_____
Printed Name:
Title:
Nongovernmental entity:
Date:

STATE OF _____
COUNTY OF _____

SWORN TO AND SUBSCRIBED before me ____ in person or _____ remote notarization by _____ as _____ on behalf of _____, who is personally known to me or who produced _____ as identification this _____ day of _____, 202___.

_____
Notary Public

(Notary Seal)

RFP NO. 25-07-CM
ATTACHMENT NO. 7
ANTI-COLLUSION STATEMENT

ANTI-COLLUSION STATEMENT:
The below signed bidder has not divulged to, discussed, or compared their bid with other bidders and has not colluded with any other bidder or parties to bid whatsoever. No premiums, rebates, or gratuities permitted either with, prior to, or after any delivery of materials. Any such violation will result in, but is not limited to, the contract cancellation and removal from bid list(s).

_____	_____
Bidder's Company Name	Authorized Signature
_____	_____
Address	Authorized Signatory (Print Name)
_____	_____
City, State, ZIP	Title
_____	_____
Phone #	Email
_____	
Federal ID # or SS #	

See documents posted on https://www.cityofdestin.com/Bids.aspx.

Exhibit A – Roadway Plans

Exhibit B – ADS Chamber System Plans

Exhibit C – Signing and Pavement Marking Plans (For Information Only)

Exhibit D – Lighting Plans (For Information Only)

Exhibit E – Landscape Plans (For Information Only)

Exhibit F – Price Proposal Sheet

Bidder shall use paper copy provided on next page.

EXHIBIT A - ROADWAY PLANS

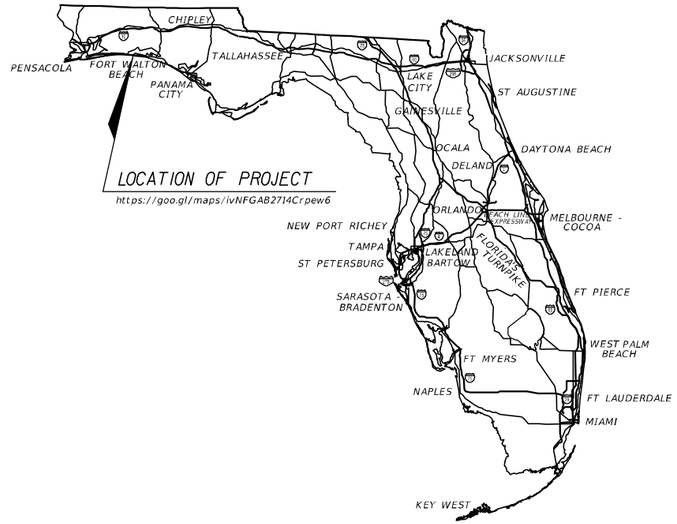
CITY OF DESTIN

CONTRACT PLANS

FINANCIAL PROJECT ID 440553-1-X4-01

OKALOOSA COUNTY

DESTIN CROSS TOWN CONNECTOR



CONTRACT PLANS COMPONENTS

ROADWAY PLANS
SIGNING AND PAVEMENT MARKING PLANS
LIGHTING PLANS
LANDSCAPE PLANS

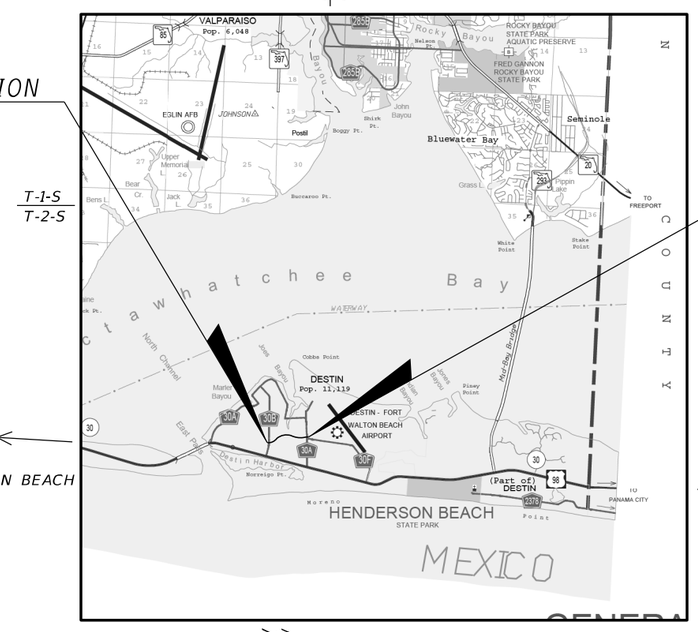
INDEX OF ROADWAY PLANS

SHEET NO.	SHEET DESCRIPTION
1	KEY SHEET
2	SIGNATURE SHEET
3	SUMMARY OF PAY ITEMS
4	DRAINAGE MAP
5-14	TYPICAL SECTIONS
15-16	SUMMARY OF DRAINAGE STRUCTURES
17	PROJECT LAYOUT
18	GENERAL NOTES
19-27	PLAN & PROFILE SHEETS
28-29	SPECIAL PROFILES
30-31	BACK OF SIDEWALK PROFILES
32-33	INTERSECTION DETAILS
34-50	DRAINAGE STRUCTURES
51-53	POND DETAIL
54-56	POND CROSS SECTIONS
57-61	STORMWATER CHAMBERS SECTIONS
62	DRAINAGE DETAILS
63	CROSS SECTION PATTERN LAYOUT
64-65	ROADWAY SOIL PROFILES
66	BORING LOCATION PLAN
67-92	CROSS SECTIONS
93-94	STORMWATER POLLUTION PREVENTION PLAN
95-96	EROSION AND SEDIMENT CONTROL PLAN
97-122	TEMPORARY TRAFFIC CONTROL PLAN
123-131	UTILITY ADJUSTMENTS
SQ-1 - SQ-17	SUMMARY OF QUANTITIES
ADS 1 - ADS 7*	ADS CHAMBER SYSTEM

R-23-W / R-22-W

BEGIN PROJECT
BEGIN CONSTRUCTION
STA. 26+36.00

T-1-S / T-2-S



TO FORT WALTON BEACH

N

N.T.S.

END PROJECT
END CONSTRUCTION
STA. 48+47.14

T-1-S / T-2-S

TO PANAMA CITY

R-23-W / R-22-W

CONSTRUCTION PHASE 1
PHASE 1 SCOPE OF WORK OUTLINED WITH RED BOX. ALL OTHER WORK SHOWN IS PROVIDED FOR INFORMATION ONLY.

GOVERNING STANDARD PLANS:

Florida Department of Transportation, FY 2022-23 Standard Plans for Road and Bridge Construction and applicable Interim Revisions (IRs).

Standard Plans for Road Construction and associated IRs are available at the following website: http://www.fdot.gov/design/standardplans

GOVERNING STANDARD SPECIFICATIONS:

Florida Department of Transportation, January 2022 Standard Specifications for Road and Bridge Construction at the following website: http://www.fdot.gov/programmanagement/Implemented/SpecBooks

THESE PLANS HAVE BEEN PREPARED IN ACCORDANCE WITH DECEMBER 2021 CITY OF DESTIN LAND DEVELOPMENT CODE, THE 2016 FLORIDA GREENBOOK, THE FY 2022-23 FDOT STANDARD PLANS, AND THE JANUARY 2022 FDOT STANDARD SPECIFICATIONS.

* This sheet is included in the Index of Roadway Plans only to indicate that it is part of the Roadway Plans. This sheet is contained in a separate digitally signed and sealed document.

PHASE IV (100%) SUBMITTAL
MAY 2025

ROADWAY PLANS
ENGINEER OF RECORD:

EDWIN J. RAMOS, P.E.
P.E. NO.: 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

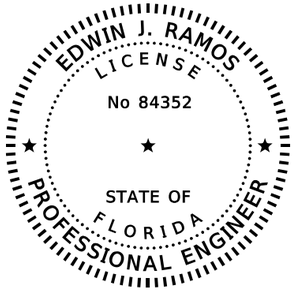
PROJECT MANAGER:

JOE D. BODI

SHEET NO. 1

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

EXHIBIT A - ROADWAY PLANS



THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY

ON THE DATE ADJACENT TO THE SEAL

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

ATKINS NORTH AMERICA, INC.
482 S. KELLER ROAD
ORLANDO, FL 32810
EDWIN J. RAMOS, P.E. NO. 84352

THE ABOVE NAMED PROFESSIONAL ENGINEER SHALL BE RESPONSIBLE FOR THE FOLLOWING SHEETS IN ACCORDANCE WITH RULE 61G15-23.004, F.A.C.

SHEET NO.	SHEET DESCRIPTION
1	KEY SHEET
2	SIGNATURE SHEET
3	SUMMARY OF PAY ITEMS
5-14	TYPICAL SECTIONS
17	PROJECT LAYOUT
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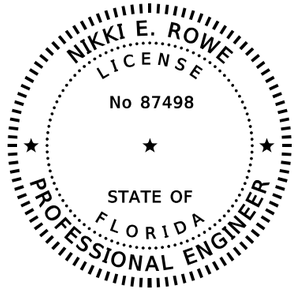
123-131	UTILITY ADJUSTMENTS
SQ-1 - SQ-3; SQ-6 - SQ-17	SUMMARY OF QUANTITIES



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ATKINS NORTH AMERICA, INC.
482 S. KELLER ROAD
ORLANDO, FL 32810
NIKKI E. ROWE, P.E. NO. 87498

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SHEET NO.	SHEET DESCRIPTION
2	SIGNATURE SHEET
4	DRAINAGE MAP
15-16	SUMMARY OF DRAINAGE STRUCTURES
34-50	DRAINAGE STRUCTURES
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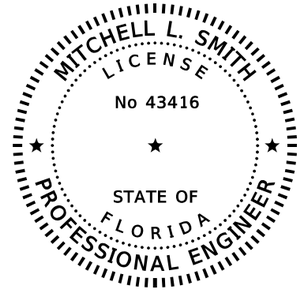
54-61	POND CROSS SECTIONS
62	DRAINAGE DETAILS
93-94	STORMWATER POLLUTION PREVENTION PLAN
95-96	EROSION AND SEDIMENT CONTROL PLAN
SQ-4 - SQ-5	SUMMARY OF QUANTITIES



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ON THE DATE ADJACENT TO THE SEAL

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

TIERRA, INC.
1300 WEST MAIN STREET
PENSACOLA, FL 32502
MITCHELL L. SMITH, P.E. NO. 43416

THE ABOVE NAMED PROFESSIONAL ENGINEER SHALL BE RESPONSIBLE FOR THE FOLLOWING SHEETS IN ACCORDANCE WITH RULE 61G15-23.004, F.A.C.

SHEET NO.	SHEET DESCRIPTION
2	SIGNATURE SHEET
64-65	ROADWAY SOIL PROFILES
66	BORING LOCATION PLAN

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

EDWIN J. RAMOS, P.E.
P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

SIGNATURE SHEET

SHEET NO. 2

EXHIBIT A - ROADWAY PLANS

See Price Proposal Sheet for Pay Items and Quantities

SUMMARY OF ROADWAY

PAY ITEM NUMBER	DESCRIPTION	UNIT	QUANTITY
0101 1	MOBILIZATION	LS	1.0
0102 1	MAINTENANCE OF TRAFFIC	LS	1.0
0102 2 200	SPECIAL DETOUR - TEMPORARY PAVEMENT	LS/SY	2,914.0
0102 2 300	SPECIAL DETOUR - TEMPORARY EARTHWORK/BASE	LS/CY	44.0
0102 4	PEDESTRIAN SPECIAL DETOUR	LS/SY	350.0
0102-60	WORK ZONE SIGN	ED	26,790.0
0102-71-13	TEMPORARY BARRIER, F&I, LOW PROFILE, CONCRETE	LF	1,188.0
0102-71-15	TEMPORARY BARRIER, F&I, TYPE K	LF	368.0
0102-74-1	CHANNELIZING DEVICE - TYPE I, II, DI, VP, DRUM, OR LCD	ED	43,465.0
0102 89 1	TEMPORARY CRASH CUSHION	EA	2.0
0102-99	PORTABLE CHANGEABLE MESSAGE SIGN, TEMPORARY	ED	1,641.0
0102-115	TYPE III BARRICADE	ED	3,376.0
0104- 10- 3	SEDIMENT BARRIER	LF	4,794.0
0104 18	INLET PROTECTION SYSTEM	EA	9.0
0107 1	LITTER REMOVAL	AC	78.7
0107 2	MOWING	AC	39.7
0110 1 1	CLEARING AND GRUBBING	LS/AC	10.220
0110-4-10	REMOVAL OF EXISTING CONCRETE	SY	2,400.0
0110-7	MAILBOX, F&I SINGLE	EA	11.0
0120-1	REGULAR EXCAVATION	CY	9,778.0
0120-6	EMBANKMENT	CY	5,283.0
0160-4	TYPE B STABILIZATION	SY	13,378.0
0285-706	OPTIONAL BASE, BASE GROUP 06	SY	10,314.0
0327 70 6	MILLING EXISTING ASPHALT PAVEMENT, 1 1/2" AVG DEPTH	SY	1,601.0
0334 1 12	SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC B	TN	850.9
0337 7 81	ASPHALT CONCRETE FRICTION COURSE, TRAFFIC B, FC-12.5, PG 76-22	TN	983.0
0350 30 13	CONCRETE PAVEMENT FOR ROUNDABOUT APRON, 12" DEPTH	SY	303.7
0400-0-11	CONCRETE CLASS NS, GRAVITY WALL INDEX 400-011	CY	12.1
0425 1 201	INLETS, CURB, TYPE P-9, <10'	EA	2.0
0425 1 311	INLETS, CURB, TYPE P-1, <10'	EA	22.0
0425 1 321	INLETS, CURB, TYPE P-2, <10'	EA	4.0
0425 1 351	INLETS, CURB, TYPE P-5, <10'	EA	16.0
0425 1 361	INLETS, CURB, TYPE P-6, <10'	EA	2.0
0425 1 521	INLETS, DT BOT, TYPE C,<10'	EA	4.0
0425 1 711	INLETS, GUTTER, TYPE V, <10'	EA	1.0
0425 1 910	INLETS, CLOSED FLUME	EA	2.0
0425 2 61	MANHOLES, P-8, <10'	EA	3.0
0425 2 62	MANHOLES, P-8, >10'	EA	2.0
0430 174 118	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 18" S/CD	LF	3,575.0
0430 174 124	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 24" S/CD	LF	711.0
0430 982 125	MITERED END SECTION, OPTIONAL ROUND, 18" CD	EA	1.0
0430 982 129	MITERED END SECTION, OPTIONAL ROUND, 24" CD	EA	1.0
0515-1-2	PIPE HANDRAIL - GUIDERAIL, ALUMINUM	LF	115.0
0520-1-7	CONCRETE CURB & GUTTER, TYPE E	LF	2,994.0
0520-1-10	CONCRETE CURB & GUTTER, TYPE F	LF	5,788.0
0520-2-2	CONCRETE CURB, TYPE B	LF	142.0
0520-2- 4	CONCRETE CURB, TYPE D	LF	226.0
0520-2-8	CONCRETE CURB, TYPE RA	LF	302.0
0520-70	CONCRETE TRAFFIC SEPARATOR, SPECIAL - VARIABLE WIDTH	SY	158.0
0522-1	CONCRETE SIDEWALK AND DRIVEWAYS, 4" THICK	SY	642.0
0522-2	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK	SY	6,409.0
0527 2	DETECTABLE WARNINGS	SF	536.0
0530 3 4	RIPRAP - RUBBLE, F&I, DITCH LINING	TN	50.9

SUMMARY OF ROADWAY

PAY ITEM NUMBER	DESCRIPTION	UNIT	QUANTITY
0530 74	BEDDING STONE	TN	18.3
0710-11-101	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 6"	GM	2.269
0710-11-125	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 24"	LF	56.0
0710-11-201	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID, 6"	GM	2.429

SUMMARY OF SIGNING

PAY ITEM NUMBER	DESCRIPTION	UNIT	QUANTITY
0700-1-11	SINGLE POST SIGN, F&I, GROUND MOUNT, UP TO 12 SF	AS	38.0
0700-1-12	SINGLE POST SIGN, F&I, 12-20 SF	AS	2.0
0700-1-50	SINGLE POST SIGN, RELOCATE	AS	3.0
0700-1-60	SINGLE POST SIGN, REMOVE	AS	14.0
0700-2-60	MULTI-POST SIGN, REMOVE	AS	2.0
0705-10-1	OBJECT MARKER, TYPE 1	EA	2.0
0705-10-4	OBJECT MARKER, TYPE 4	EA	3.0
0706-1-3	RAISED PAVEMENT MARKER, TYPE B	EA	118.0
0710-90	PAINTED PAVEMENT MARKING, FINAL SURFACE	LS	1.0
0711 11-123	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12" FOR CROSSWALK AND ROUNDABOUT	LF	721.0
0711-11-125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR STOP LINE AND CROSSWALK	LF	115.0
0711-11-141	THERMOPLASTIC, STANDARD, WHITE, 2-4 DOTTED GUIDELINE/6-10 GAP EXTENSION, 6"	GM	0.057
0711 11 144	THERMOPLASTIC, STANDARD, WHITE, 2-2 DOTTED GUIDELINE EXTENSION LINE, 12" FOR ROUNDABOUT	GM	0.025
0711-11-160	THERMOPLASTIC, STANDARD, WHITE, MESSAGE OR SYMBOL	EA	4.0
0711-11-170	THERMOPLASTIC, STANDARD, WHITE, ARROW	EA	6.0
0711-11-224	THERMOPLASTIC, STANDARD, YELLOW, SOLID, 18" FOR DIAGONAL AND CHEVRON	LF	64.0
0711-14-125	THERMOPLASTIC, PREFORMED, WHITE, SOLID, 24" FOR CROSSWALK	LF	548.0
0711-14-160	THERMOPLASTIC, PREFORMED, WHITE, MESSAGE	EA	5.0
0711-14-170	THERMOPLASTIC, PREFORMED, WHITE, ARROW	EA	5.0
0711 16-101	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SOLID, 6	GM	1.210
0711-16-201	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SOLID, 6"	GM	1.341
0711-16-231	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SKIP, 6"	GM	0.022

SUMMARY OF LIGHTING

PAY ITEM NUMBER	DESCRIPTION	UNIT	QUANTITY
0630-2-11	CONDUIT, FURNISH & INSTALL, OPEN TRENCH	LF	5,600.0
0639-1-122	ELECTRICAL POWER SERVICE, F&I, UNDERGROUND, METER PURCHASED BY CONTRACTOR	AS	2.0
0639-2-1	ELECTRIC SERVICE WIRE, FURNISH & INSTALL	LF	600.0
0715-1-11	LIGHTING CONDUCTORS, F&I, INSULATED	LF	16,800.0
0715-4-215	LIGHT POLE COMPLETE (LUMINAIRE, POLE, FOUNDATION)	EA	64.0
0715 5 31	LUMINAIRE & BRACKET ARM	EA	65.0
0715 500 1	LIGHT POLE CABLE DISTRIBUTION SYSTEM	EA	64.0

SUMMARY OF LANDSCAPE

PAY ITEM NUMBER	DESCRIPTION	UNIT	QUANTITY
0570-1-2	PERFORMANCE TURF, SOD	SY	22,793.0
0580 1 1	LANDSCAPE COMPLETE - SMALL PLANTS	LS	1.0
0580 1 2	LANDSCAPE COMPLETE - LARGE PLANTS	LS	1.0
0590 70	IRRIGATION SYSTEM	LS	1.0

REVISIONS

DATE	DESCRIPTION	DATE	DESCRIPTION

EDWIN J. RAMOS, P.E.
P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

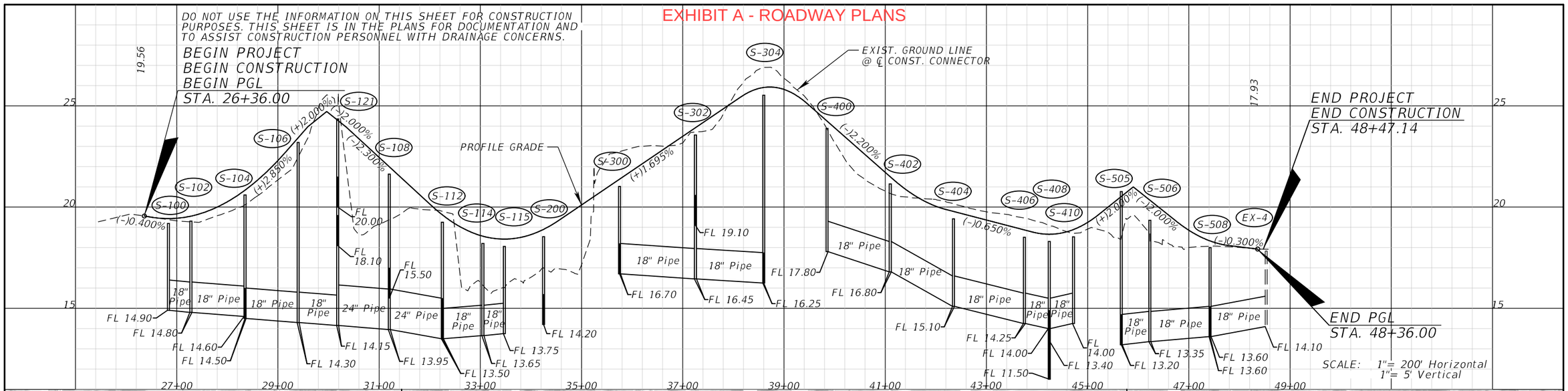
SUMMARY OF PAY ITEMS

SHEET NO. 3

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

EXHIBIT A - ROADWAY PLANS

DO NOT USE THE INFORMATION ON THIS SHEET FOR CONSTRUCTION PURPOSES. THIS SHEET IS IN THE PLANS FOR DOCUMENTATION AND TO ASSIST CONSTRUCTION PERSONNEL WITH DRAINAGE CONCERNS.



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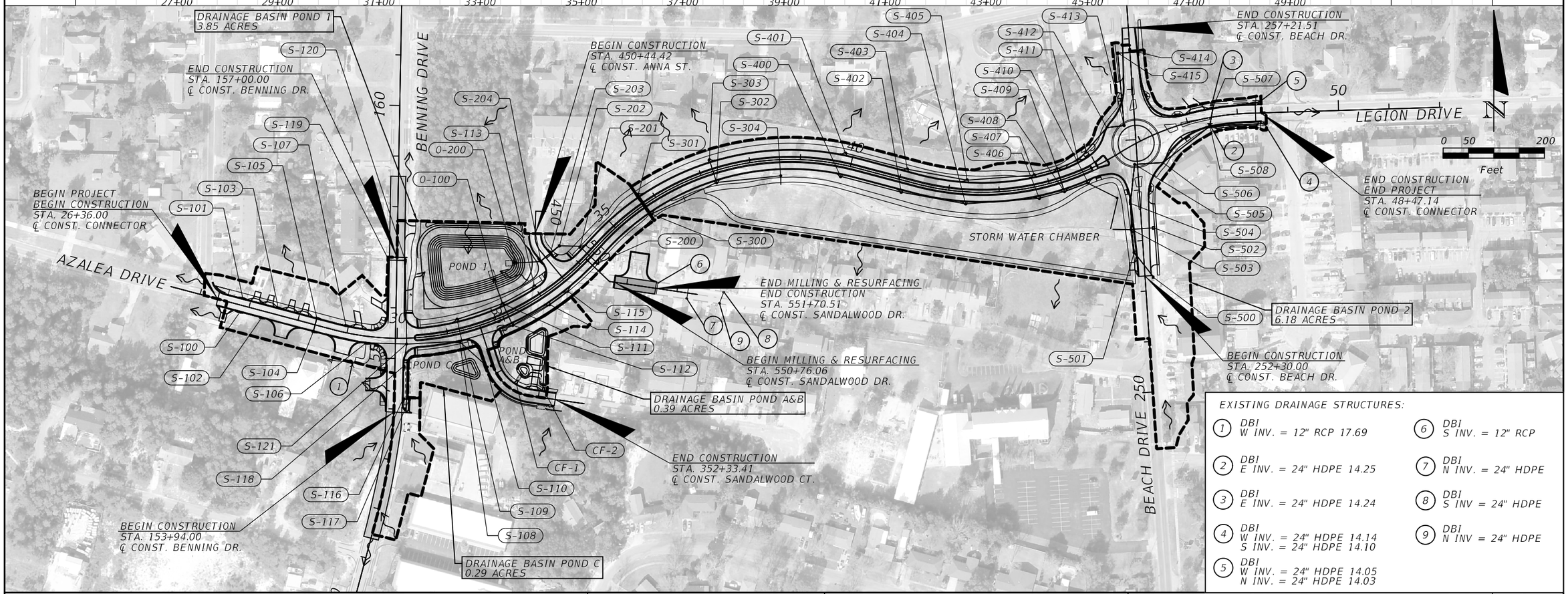
1"= 5' Vertical



EXISTING DRAINAGE STRUCTURES:

1. DBI
W INV. = 12" RCP 17.69
2. DBI
E INV. = 24" HDPE 14.25
3. DBI
E INV. = 24" HDPE 14.24
4. DBI
W INV. = 24" HDPE 14.14
S INV. = 24" HDPE 14.10
5. DBI
W INV. = 24" HDPE 14.05
N INV. = 24" HDPE 14.03
6. DBI
S INV. = 12" RCP
7. DBI
N INV. = 24" HDPE
8. DBI
S INV = 24" HDPE
9. DBI
N INV = 24" HDPE

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

NIKKI E. ROWE, P.E.
P.E. LICENSE NUMBER 87498
ATKINS NORTH AMERICA, INC.
482 S. KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

DRAINAGE MAP

SHEET NO. 4

USER: LAZ06528 11/1/2022 6:06:02 PM c:\pw_work\atknaf101\laz06528\dms76919\DRMPRD01.dgn

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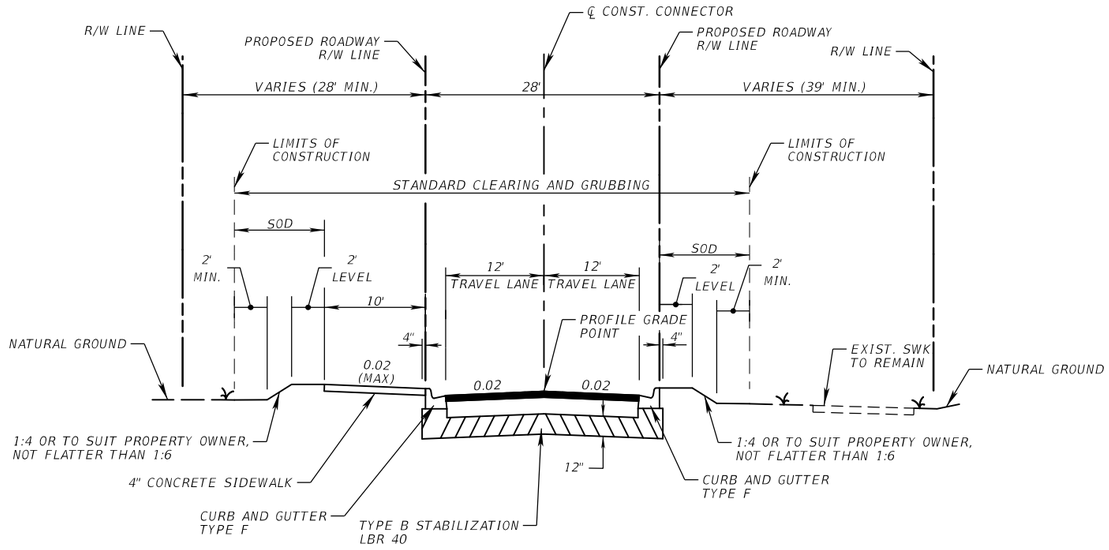
EXHIBIT A - ROADWAY PLANS



TYPICAL SECTION (1)
EXISTING AZALEA DR ROW
STA. 26+36.00 TO STA. 30+39.54 (CONNECTOR AT AZALEA DR.)

TRAVEL LANES
OPTIONAL BASE GROUP 6 WITH
TYPE SP STRUCTURAL COURSE (TRAFFIC B) (1 ½") AND
FRICTION COURSE FC-12.5 (TRAFFIC B) (1 ½") (PG 76-22)

DESTIN CROSS TOWN (AZALEA DR.) CONNECTOR TRAFFIC DATA

CURRENT YEAR = 2020 AADT = 4,300
ESTIMATED OPENING YEAR = 2023 AADT = 5,400
ESTIMATED DESIGN YEAR = 2043 AADT = 6,500
K = 9% D = 65.9% T = 4.4% (24 HOUR)
DESIGN HOUR T = 2.2%
DESIGN SPEED = 35 MPH

** CONTRACTOR MAY SUBSTITUTE FULL DEPTH ASPHALT IN LIEU OF BASE AT NO ADDITIONAL COST TO THE CITY TO FACILITATE CONSTRUCTION AT ROADWAY CONNECTIONS.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

EDWIN J. RAMOS, P.E.
P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

TYPICAL SECTION

SHEET NO. 5

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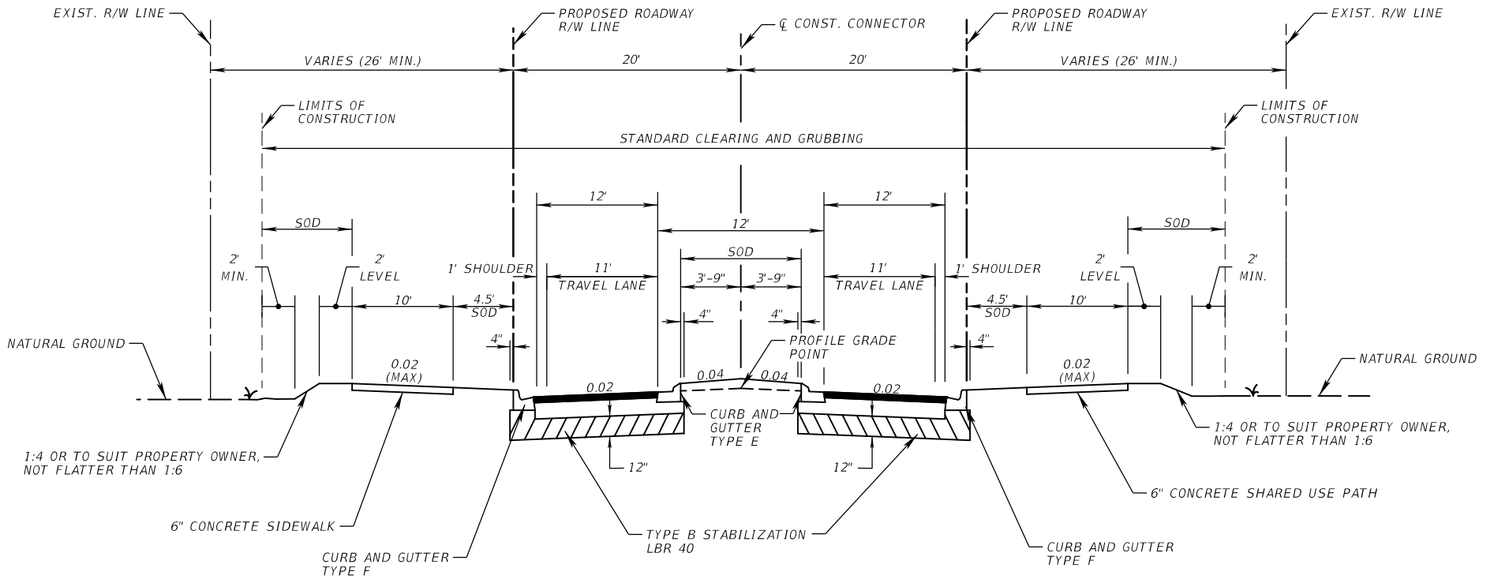
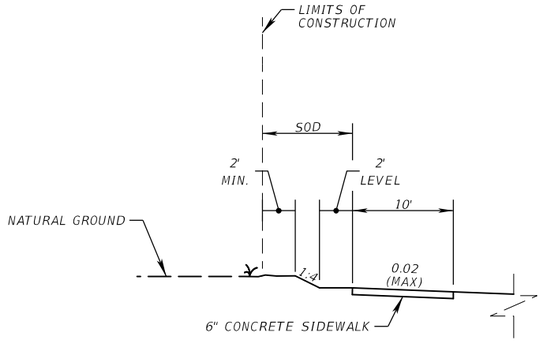


TYPICAL SECTION (2)
NEW AZALEA DR
STA. 30+39.54 TO STA. 35+00.00 (CONNECTOR)



SLOPE DETAIL (1:4 SLOPE)
STA. 32+90.00 TO 33+40.00 (LT)

TRAVEL LANES
OPTIONAL BASE GROUP 6 WITH
TYPE SP STRUCTURAL COURSE (TRAFFIC B) (1 ½") AND
FRICTION COURSE FC-12.5 (TRAFFIC B) (1 ½") (PG 76-22)

TRAFFIC DATA

CURRENT YEAR = 2020 AADT = 3,700
ESTIMATED OPENING YEAR = 2023 AADT = 5,700
ESTIMATED DESIGN YEAR = 2043 AADT = 6,800
K = 9% D = 66.8% T = 2.7% (24 HOUR)
DESIGN HOUR T = 1.35%
DESIGN SPEED = 35 MPH

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

EDWIN J. RAMOS, P.E.
P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

TYPICAL SECTION

SHEET NO. 6

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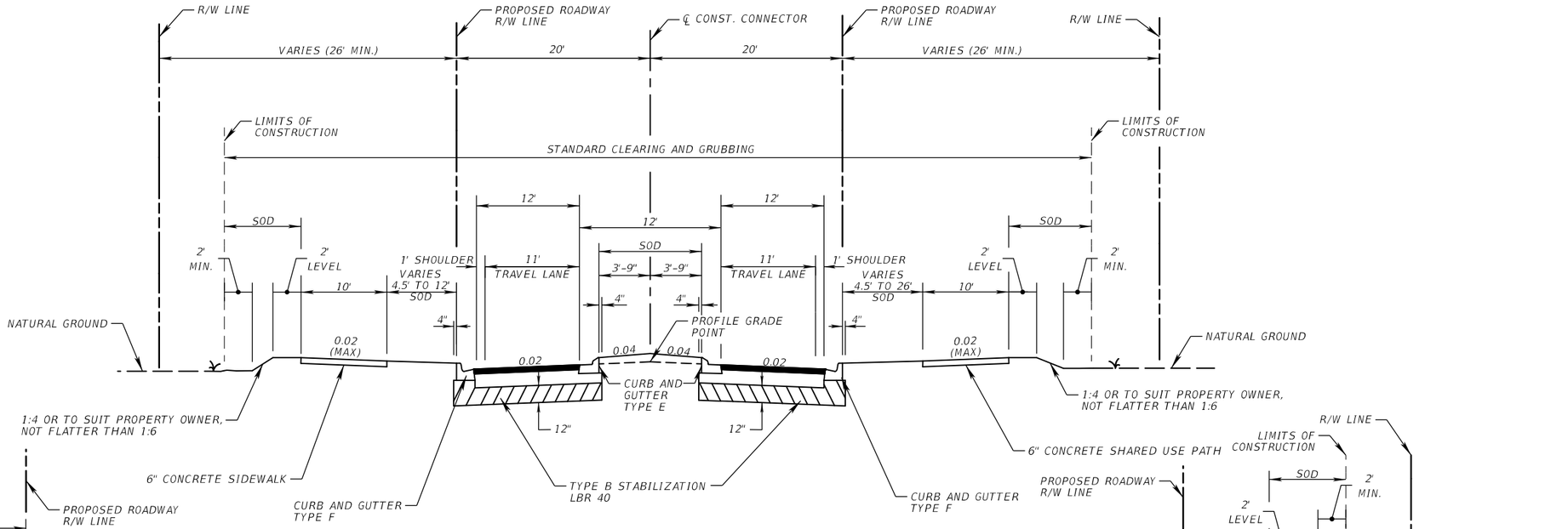
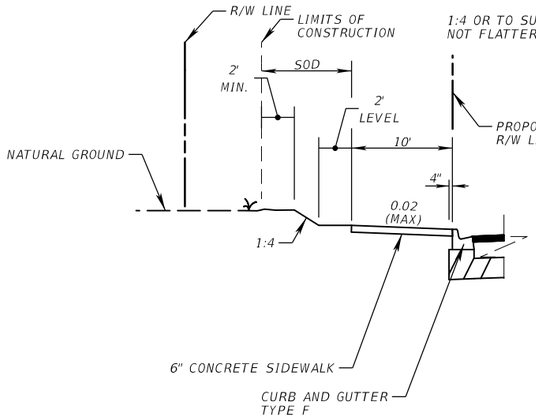
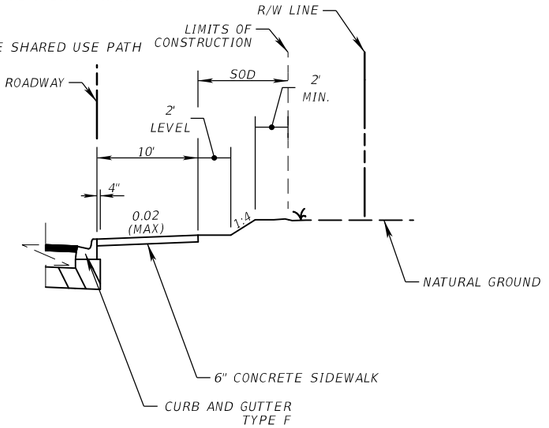
EXHIBIT A - ROADWAY PLANS



TYPICAL SECTION (3)
NEW AZALEA DR
STA. 35+00.00 TO STA. 45+25.61 (CONNECTOR)



SIDEWALK DETAIL
STA. 43+90.00 TO 44+30.00 (LT)

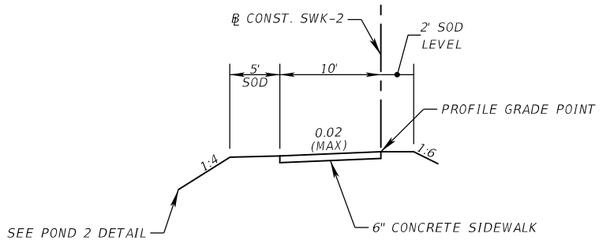


SIDEWALK DETAIL
STA. 35+67.80 TO 36+24.20 (RT)

TRAFFIC DATA

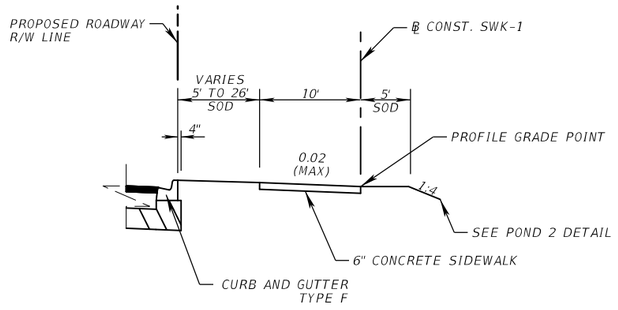
CURRENT YEAR = 2020 AADT = 3,700
ESTIMATED OPENING YEAR = 2023 AADT = 5,700
ESTIMATED DESIGN YEAR = 2043 AADT = 6,800
K = 9% D = 66.8% T = 2.7% (24 HOUR)
DESIGN HOUR T = 1.35%
DESIGN SPEED = 35 MPH

TRAVEL LANES
OPTIONAL BASE GROUP 6 WITH
TYPE SP STRUCTURAL COURSE (TRAFFIC B) (1 ½") AND
FRICTION COURSE FC-12.5 (TRAFFIC B) (1 ½") (PG 76-22)



NOTE: PLAN VIEW OF ℄ CONST. SWK-2 CAN BE FOUND ON POND 2 DETAIL SHEET.

CONCRETE SHARED USE PATH
STA. 0+00.00 TO STA. 9+10.69



SIDEWALK DETAIL
STA. 37+94.42 TO 42+25.61 (RT)

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

EDWIN J. RAMOS, P.E.
P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

TYPICAL SECTION

SHEET NO. 7

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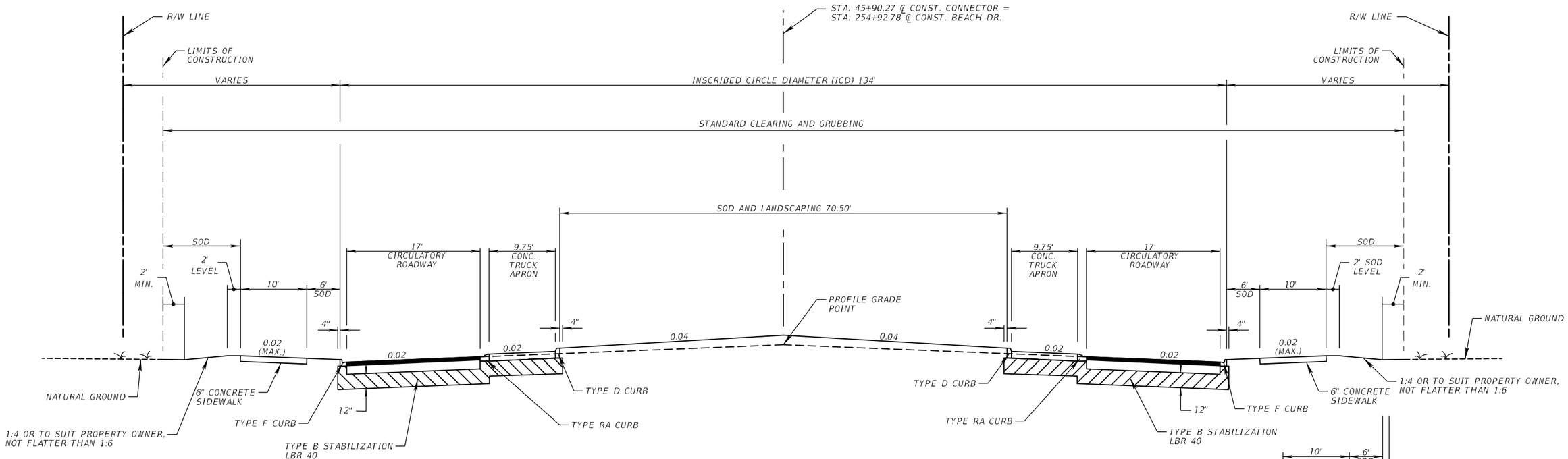


TYPICAL SECTION (4)
STA. 45+90.27 (CONNECTOR)
STA. 254+92.78 (BEACH)

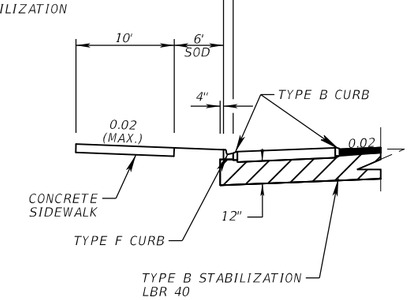
BEACH DR. TRAFFIC DATA

CURRENT YEAR = 2020 AADT = 5,100
ESTIMATED OPENING YEAR = 2023 AADT = 6,300
ESTIMATED DESIGN YEAR = 2043 AADT = 7,550
K = 9% D = 64.5% T = 5.6% (24 HOUR)
DESIGN HOUR T = 2.8 %
DESIGN SPEED = 35 MPH

CONNECTOR TRAFFIC DATA

CURRENT YEAR = 2020 AADT = 3,700
ESTIMATED OPENING YEAR = 2023 AADT = 5,700
ESTIMATED DESIGN YEAR = 2043 AADT = 6,800
K = 9% D = 66.8% T = 2.7% (24 HOUR)
DESIGN HOUR T = 1.35%
DESIGN SPEED = 35 MPH

CIRCULATORY ROADWAY
OPTIONAL BASE GROUP 6 WITH
TYPE SP STRUCTURAL COURSE (TRAFFIC B) (1 ½") AND
FRICTION COURSE FC-12.5 (TRAFFIC B) (1 ½") (PG 76-22)



OUTISDE TRUCK APRON

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

EDWIN J. RAMOS, P.E.
P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

TYPICAL SECTION

SHEET NO. 8

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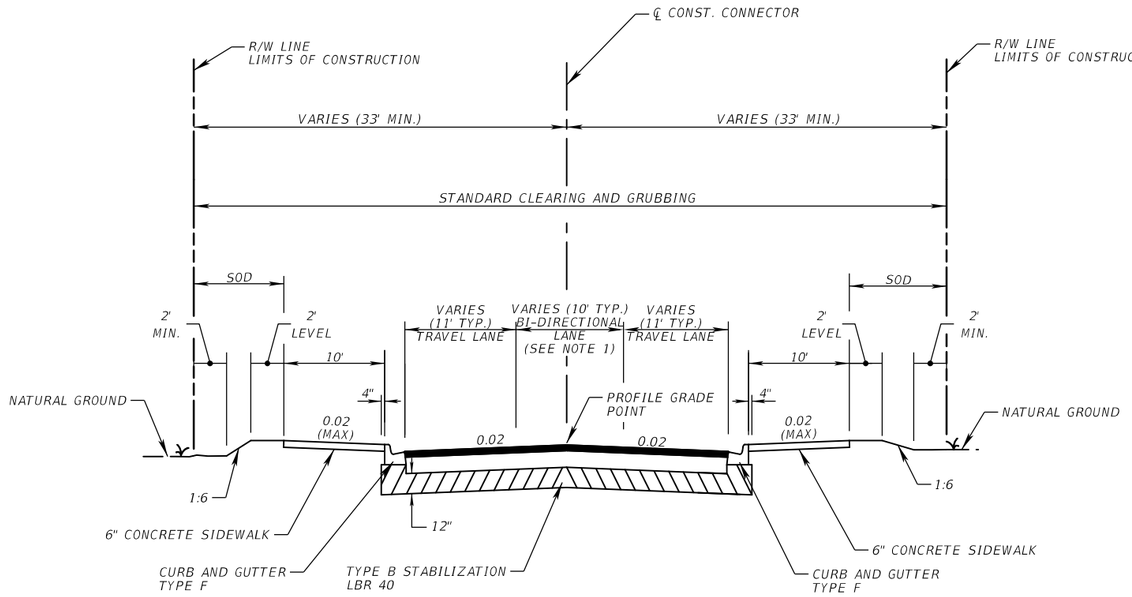

TYPICAL SECTION (5)

STA. 46+57.69 TO STA. 48+36.00 (CONNECTOR AT LEGION DR.)

TRAVEL LANES

OPTIONAL BASE GROUP 6 WITH

TYPE SP STRUCTURAL COURSE (TRAFFIC B) (1 ½") AND

FRICTION COURSE FC-12.5 (TRAFFIC B) (1 ½") (PG 76-22)

NOTES:

1. SEE ROADWAY PLANS/PROFILE SHEETS FOR CONCRETE TRAFFIC SEPARATOR TYPE I OPTION II LIMITS.

DESTIN CROSS TOWN (LEGION DR.) CONNECTOR TRAFFIC DATA

CURRENT YEAR = 2020 AADT = 8,000
ESTIMATED OPENING YEAR = 2023 AADT = 8,500
ESTIMATED DESIGN YEAR = 2043 AADT = 10,200
K = 9% D = 52.0% T = 2.7% (24 HOUR)
DESIGN HOUR T = %
DESIGN SPEED = 35 MPH

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

EDWIN J. RAMOS, P.E.
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482 SOUTH KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

TYPICAL SECTION

SHEET NO. 9

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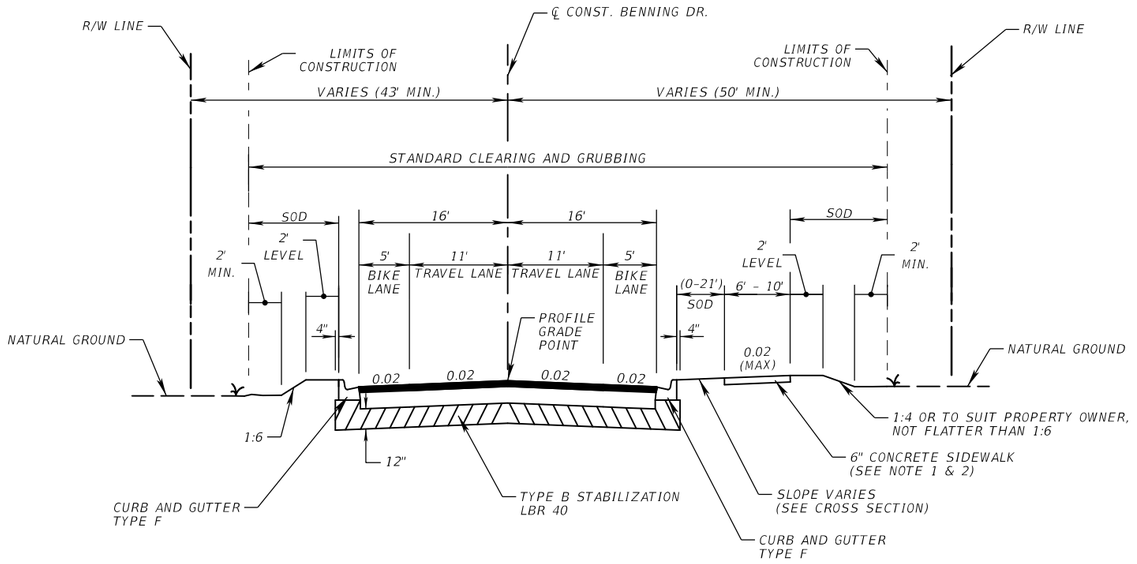
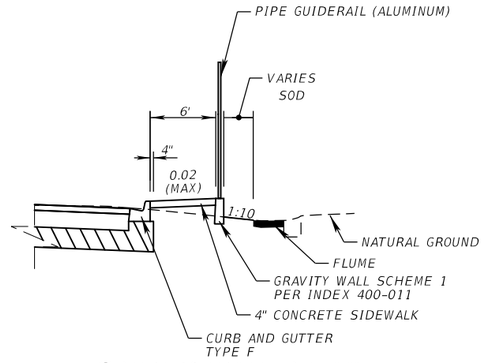


TYPICAL SECTION (6)

STA. 153+94.00 TO STA. 157+00.00 (BENNING DRIVE)

NOTES:

1. SIDEWALK TRANSITION FROM 0.02 TO -0.02 BETWEEN STA. 155+95.53 TO STA. 156+40.53 (RT) & BETWEEN STA. 157+50.42 TO STA. 157+72.57 (RT)
2. USE 4" CONCRETE AT ALL 6' WIDE SIDEWALK LOCATIONS.



GRAVITY WALL DETAIL

STA. 153+90.05 TO STA. 154+33.13 (RT)

TRAVEL AND BIKE LANES

OPTIONAL BASE GROUP 6 WITH

TYPE SP STRUCTURAL COURSE (TRAFFIC B) (1 ½") AND

FRICTION COURSE FC-12.5 (TRAFFIC B) (1 ½") (PG 76-22)

EXISTING TRAVEL LANES

STA. 151+40.00 TO STA. 153+94.00
STA. 157+00.00 TO STA. 158+60.00

MILL EXISTING ASPHALT PAVEMENT (1 ½" DEPTH)

FRICTION COURSE FC-12.5 (TRAFFIC B) (1 ½") (PG 76-22)

BENNING DR. TRAFFIC DATA

CURRENT YEAR = 2020 AADT = 3,800
ESTIMATED OPENING YEAR = 2023 AADT = 4,000
ESTIMATED DESIGN YEAR = 2043 AADT = 4,800
K = 9% D = 59.8% T = 5.6% (24 HOUR)
DESIGN HOUR T = %
DESIGN SPEED = 35 MPH

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

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482 SOUTH KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

TYPICAL SECTION

SHEET NO. 10

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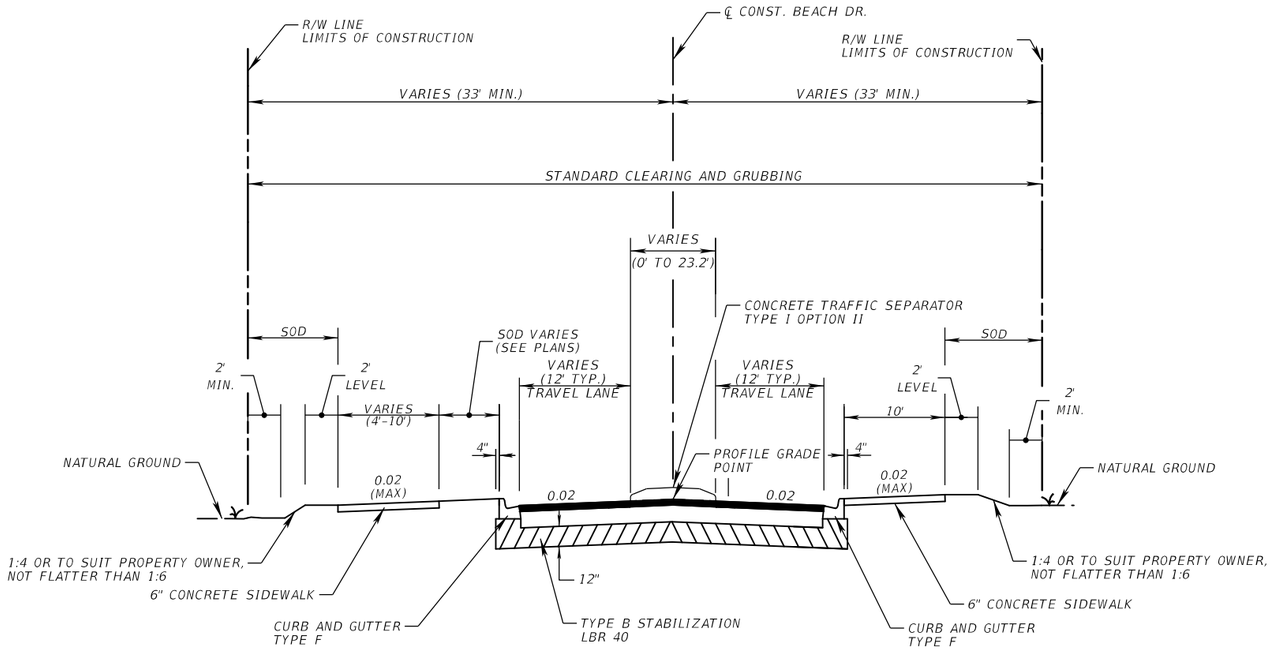
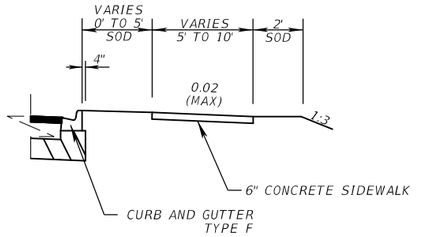


TYPICAL SECTION (7)

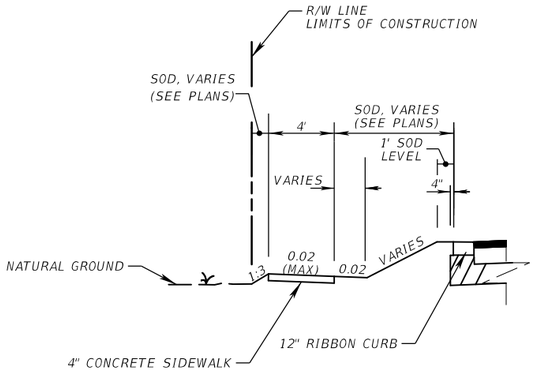
STA. 252+30.00 TO STA. 254+27.11 (BEACH DRIVE)

STA. 255+58.44 TO STA. 257+21.51 (BEACH DRIVE)



SIDEWALK DETAIL

STA. 256+95.53 TO STA. 257+21.51 (RT)



SIDEWALK WITH RIBBON CURB DETAIL

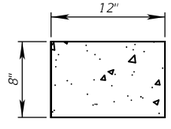
STA. 255+87.61 TO STA. 257+20.00 (LT)

BEACH DR. TRAFFIC DATA

CURRENT YEAR = 2020 AADT = 5,100
ESTIMATED OPENING YEAR = 2023 AADT = 6,300
ESTIMATED DESIGN YEAR = 2043 AADT = 7,550
K = 9% D = 64.5% T = 5.6% (24 HOUR)
DESIGN HOUR T = 2.8 %
DESIGN SPEED = 35 MPH

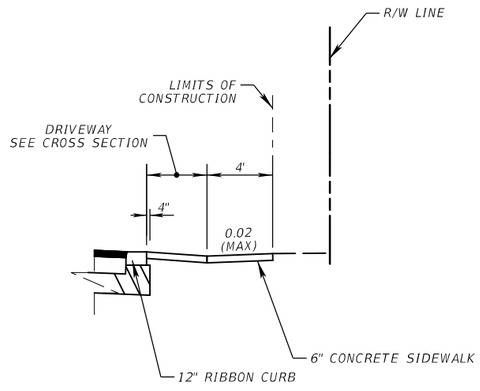
TRAVEL LANES

OPTIONAL BASE GROUP 6 WITH
TYPE SP STRUCTURAL COURSE (TRAFFIC B) (1 ½") AND
FRICTION COURSE FC-12.5 (TRAFFIC B) (1 ½") (PG 76-22)



CONCRETE RIBBON CURB DETAIL

N.T.S.



SIDEWALK WITH RIBBON CURB DETAIL

STA. 252+30.00 TO STA. 253+81.49 (RT)

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REVISIONS			
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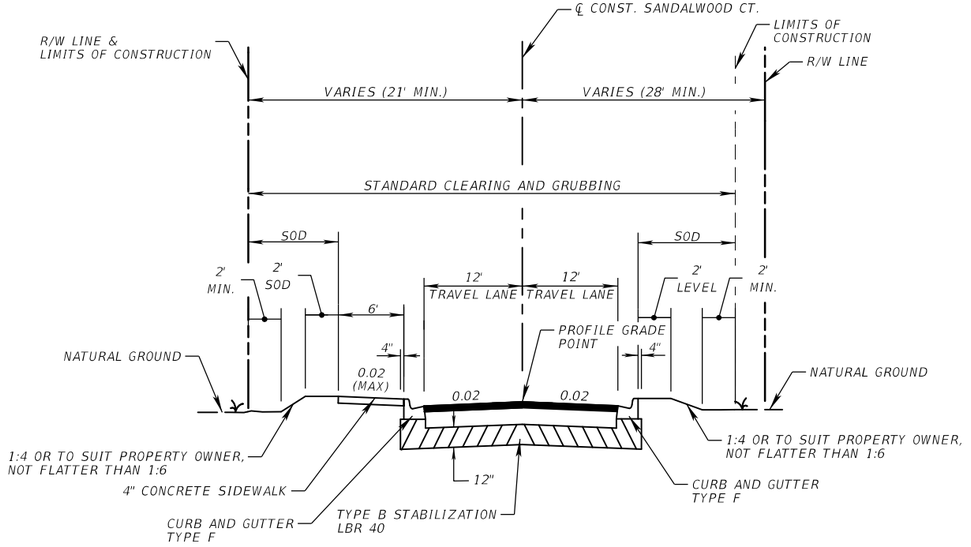
CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

TYPICAL SECTION

SHEET NO. 11



TYPICAL SECTION (8)

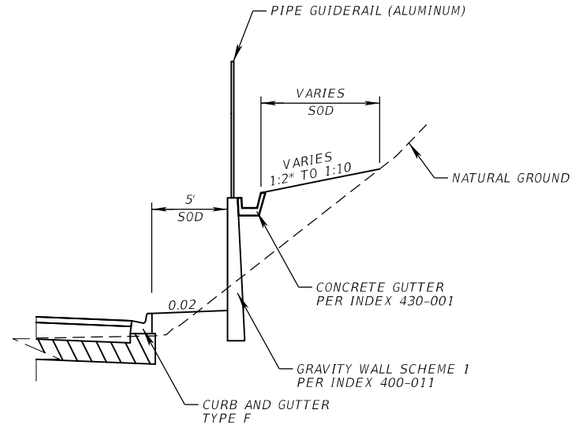
STA. 350+18.00 TO STA. STA. 352+33.41 (SANDALWOOD CT.)

TRAVEL LANES

OPTIONAL BASE GROUP 6 WITH

TYPE SP STRUCTURAL COURSE (TRAFFIC B) (1 ½") AND

FRICTION COURSE FC-12.5 (TRAFFIC B) (1 ½") (PG 76-22)



* 1:2 FROM STA. 351+30.00 TO 351+35.00

GRAVITY WALL DETAIL

STA. 351+30.00 TO STA. 352+00.00 (RT)

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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

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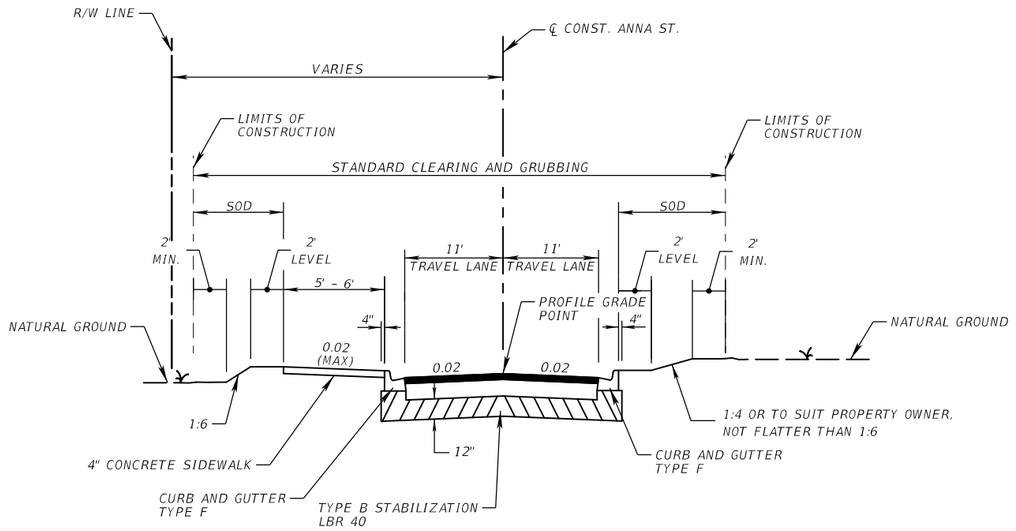
ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

TYPICAL SECTION

SHEET NO. 12



TYPICAL SECTION (9)

STA. 450+44.42 TO STA. 451+36.33 (ANNA ST.)

TRAVEL LANES

OPTIONAL BASE GROUP 6 WITH

TYPE SP STRUCTURAL COURSE (TRAFFIC B) (1 ½") AND

FRICTION COURSE FC-12.5 (TRAFFIC B) (1 ½") (PG 76-22)

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REVISIONS			
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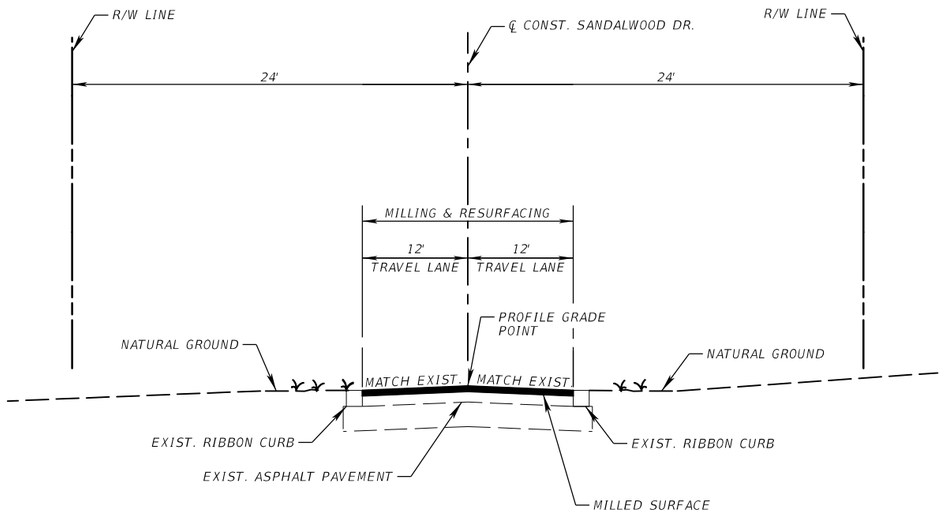
CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

TYPICAL SECTION

SHEET NO. 13



TYPICAL SECTION (10)

STA. 550+76.06 TO STA. 551+57.38 (SANDALWOOD DRIVE)

EXISTING TRAVEL LANES

MILL EXISTING ASPHALT PAVEMENT (1 ½" DEPTH)

FRICTION COURSE FC-12.5 (TRAFFIC B) (1 ½") (PG 76-22)

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

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ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

TYPICAL SECTION

SHEET NO. 14

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QUANTITY	STR. NO.	STATION	SIDE	DESCRIPTION	BARRELS	STORM DRAIN OPTIONAL MATERIAL		CURB INLETS							MANHOLES				DITCH BOTTOM INLETS		NYLOPLAST		GUTTER INLETS	CROSS DRAIN MITERED END SECTION		SODDING	REMARKS
						ROUND		P-1	P-2	P-5	J-5	P-6	P-9	CLOSED FLUME	P-8		J-8		C	D	30"	30"	V-P				
						18"	24"	<10'	<10'	<10'	<10'	<10'	<10'	Type I	<10'	>10'	<10'	>10'	<10'	<10'	<10'	>10'	<10'	18"	24"	SY	
P	CF-1	351+45.00	LT.	Inlet										1													
F																											
P	CF-2	352+08.00	LT.	Inlet										1													
F																											
P	EX-4	48+52.80	RT.	Pipe		104																					REMOVE FRENCH DRAIN
F																											
P	EX-5	48+44.24	LT.	Pipe		89																					REMOVE FRENCH DRAIN
F																											
P	O-100	32+29.69	LT.	MES, Pipe			41																		1	28	
F																											
P	O-200	450+73.02	RT.	MES, Pipe		49																		1		25	
F																											
P	S-100	26+83.70	RT.	Inlet, Pipe		40						1															
F																											
P	S-101	26+83.70	LT.	Inlet, Pipe		69						1															
F																											
P	S-102	27+28.00	RT.	Inlet, Pipe		103				1																	
F																											
P	S-103	27+56.25	LT.	Inlet, Pipe		75				1																	
F																											
P	S-104	28+35.00	RT.	Inlet, Pipe		103				1																	
F																											
P	S-105	28+35.00	LT.	Inlet, Pipe		23				1																	
F																											
P	S-106	29+40.00	RT.	Inlet, Pipe		76				1																	
F																											
P	S-107	28+95.00	LT.	Inlet, Pipe		56				1																	
F																											
P	S-108	31+20.00	RT.	Inlet, Pipe			106			1																	
F																											
P	S-109	31+25.00	LT.	Inlet, Pipe		91		1																			
F																											
P	S-111	32+25.00	LT.	Inlet, Pipe			41	1																			
F																											
P	S-112	32+25.00	RT.	Inlet, Pipe			43	1																			
F																											
P	S-113	33+00.00	LT.	Inlet, Pipe		67		1																			
F																											
P	S-114	33+05.00	RT.	Inlet, Pipe		80		1																			
F																											
P	S-115	33+47.35	RT.	Inlet, Pipe		40			1																		
F																											
P	S-116	154+20.00	RT.	Inlet, Pipe		62				1																	
F																											
P	S-117	154+20.25	RT.	Inlet, Pipe		10													1								W/ CONC. APRON & CURB
F																											
P	S-118	154+85.00	RT.	Inlet, Pipe		41				1																	
F																											
P	S-119	156+94.00	LT.	Inlet, Pipe		29				1																	
F																											
P	S-120	156+94.00	RT.	Inlet, Pipe		162				1																	
F																											
P	S-121	30+18.02	RT.	Manhole, Pipe			102									1											
F																											
P	S-200	34+25.00	RT.	Inlet, Pipe		43		1																			
F																											
P	S-201	34+25.00	LT.	Inlet, Pipe		39		1																			
F																											
P	S-202	450+97.34	LT.	Inlet, Pipe		20													1								WITH CONCRETE APRON
F																											
P	S-203	450+97.00	LT.	Inlet, Pipe		21						1															
F																											
P	S-204	450+97.00	RT.	Inlet, Pipe		44						1															
F																											
P																											
F																											
SHEET SUBTOTAL		PLAN QUANTITY				1536	333	7	1	11	0	4	0	2	0	1	0	0	2	0	0	0	0	1	1	53	
		FINAL QUANTITY																									

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

NIKKI E. ROWE, P.E.
P.E. LICENSE NUMBER 87498
ATKINS NORTH AMERICA, INC.
482 W. KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

SUMMARY OF DRAINAGE STRUCTURES

SHEET NO. 15

EXHIBIT A - ROADWAY PLANS

QUANTITY	STR. NO.	STATION	SIDE	DESCRIPTION	BARRELS	STORM DRAIN OPTIONAL MATERIAL		CURB INLETS							MANHOLES				DITCH BOTTOM INLETS		NYLOPLAST		GUTTER INLETS	CROSS DRAIN MITERED END SECTION		SODDING	REMARKS
						ROUND		P-1	P-2	P-5	J-5	P-6	P-9	CLOSED FLUME	P-8		J-8		C	D	30"	30"	V-P				
						18"	24"	<10'	<10'	<10'	<10'	<10'	<10'	Type I	<10'	>10'	<10'	>10'	<10'	<10'	<10'	>10'	<10'	18"	24"	SY	
P	S-300	35+75.00	RT.	Inlet, Pipe		139		1																			
F																											
P	S-301	35+75.00	LT.	Inlet, Pipe		43		1																			
F																											
P	S-302	37+25.00	RT.	Inlet, Pipe		124		1																			
F																											
P	S-303	37+25.00	LT.	Inlet, Pipe		43		1																			
F																											
P	S-304	38+60.00	RT.	Manhole, Pipe		15										1											
F																											
P	S-400	39+85.00	RT.	Inlet, Pipe		120		1																			
F																											
P	S-401	39+85.00	LT.	Inlet, Pipe		122		1																			
F																											
P	S-402	41+10.00	RT.	Inlet, Pipe		125		1																			
F																											
P	S-403	41+10.00	LT.	Inlet, Pipe		116		1																			
F																											
P	S-404	42+35.00	RT.	Inlet, Pipe		142		1																			
F																											
P	S-405	42+35.00	LT.	Inlet, Pipe		129		1																			
F																											
P	S-406	43+75.00	RT.	Inlet, Pipe		47		1																			
F																											
P	S-407	43+75.00	LT.	Inlet, Pipe		43		1																			
F																											
P	S-408	44+24.15	RT.	Inlet, Pipe			46		1																		
F																											
P	S-409	44+24.15	LT.	Inlet, Pipe			43		1																		
F																											
P	S-410	44+72.00	RT.	Inlet, Pipe			62	1																			
F																											
P	S-411	44+72.00	LT.	Inlet, Pipe			41	1																			
F																											
P	S-412	255+27.46	LT.	Inlet, Pipe		82							1														
F																											
P	S-413	255+29.45	LT.	Manhole, Pipe		32									1												
F																											
P	S-414	256+72.85	RT.	Inlet, Pipe		37				1																	
F																											
P	S-415	256+72.85	LT.	Inlet, Pipe		140													1								WITH CONCRETE APRON
F																											
P	S-416	253+87.48	LT.	Manhole, Pipe			61								1												
F																											
P	S-500	252+26.37	RT.	Inlet, Pipe		58													1								WITH CONCRETE APRON
F																											
P	S-501	252+78.00	LT.	Inlet, Pipe		42		1																			
F																											
P	S-502	253+23.75	RT.	Inlet, Pipe		40																	1				
F																											
P	S-503	253+23.75	LT.	Inlet, Pipe			36		1																		
F																											
P	S-504	253+75.00	LT.	Inlet, Pipe			48			1																	
F																											
P	S-505	254+51.49	LT.	Manhole, Pipe		74									1												
F																											
P	S-506	254+51.47	RT.	Inlet, Pipe		54							1														
F																											
P	S-507	47+53.53	LT.	Inlet, Pipe		31				1																	
F																											
P	S-508	47+42.00	RT.	Inlet, Pipe		114					1																
F																											
P	ADS-A	38+60.72	RT.	Inlet																		1					WITH CONCRETE APRON
F																											
P	ADS-B	38+59.23	RT.	Manhole														1									WITH CONCRETE WEIR
F																											
P	ADS-C	47+42.00	RT.	Inlet																	1						WITH CONCRETE APRON
F																											
P	ADS-D	47+42.00	RT.	Inlet																	1						WITH CONCRETE APRON
F																											
P	ADS-E	47+42.00	RT.	Inlet																	1						WITH CONCRETE APRON
F																											
P	ADS-F	47+42.00	RT.	Manhole														1									WITH CONCRETE WEIR
F																											
	SHEET SUBTOTAL			PLAN QUANTITY		1912	337	15	3	3	1	0	2	0	3	1	1	1	2	0	3	1	1	0	0	0	
				FINAL QUANTITY																							
	TOTAL			PLAN QUANTITY		3448	670	22	4	14	1	4	2	2	3	2	1	1	4	0	3	1	1	1	1	53	
				FINAL QUANTITY																							

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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

NIKKI E. ROWE, P.E.
P.E. LICENSE NUMBER 87498
ATKINS NORTH AMERICA, INC.
482 W. KELLER ROAD
ORLANDO, FL 32810

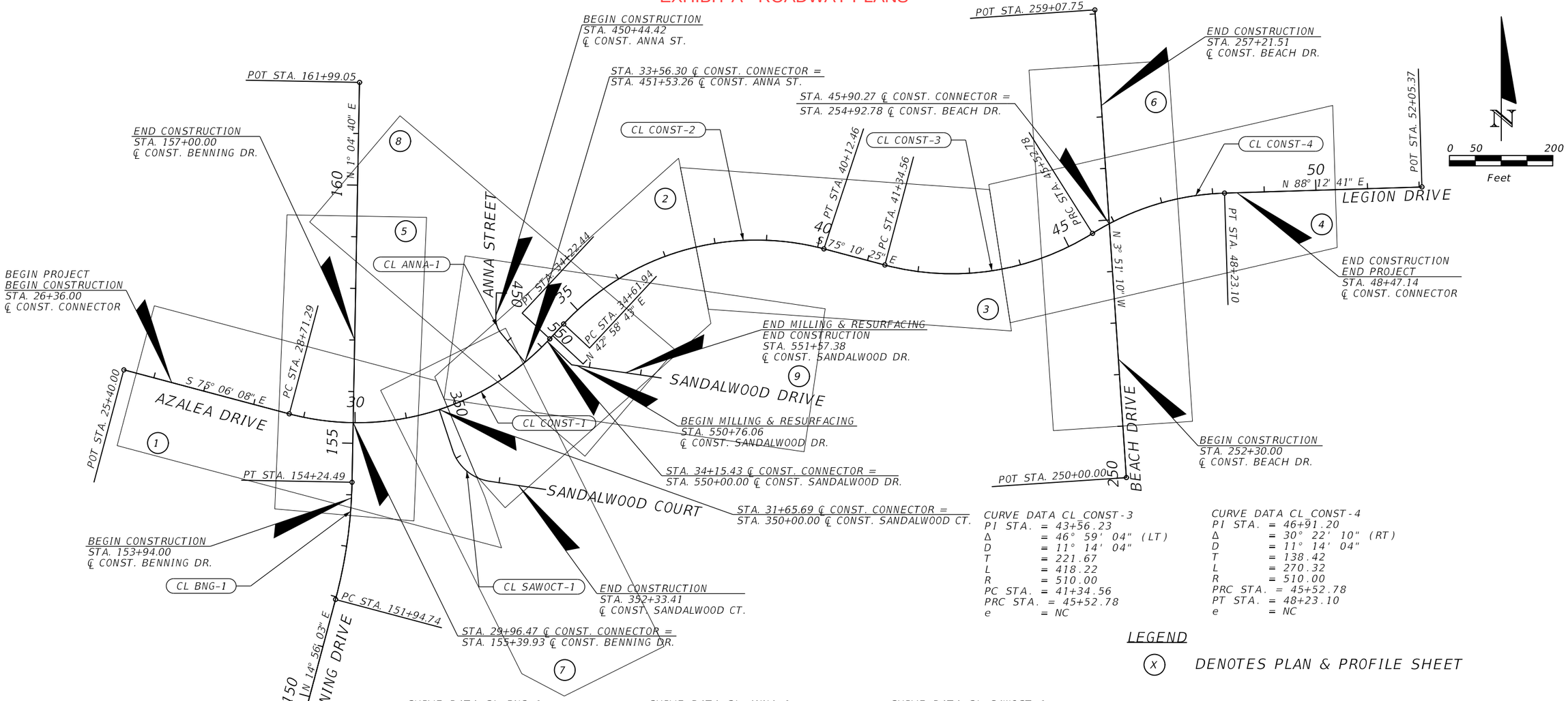
CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

SUMMARY OF DRAINAGE STRUCTURES

SHEET NO. 16

EXHIBIT A - ROADWAY PLANS



CURVE DATA CL_CONST-3
PI STA. = 43+56.23
Δ = 46° 59' 04" (LT)
D = 11° 14' 04"
T = 221.67
L = 418.22
R = 510.00
PC STA. = 41+34.56
PRC STA. = 45+52.78
e = NC

CURVE DATA CL_CONST-4
PI STA. = 46+91.20
Δ = 30° 22' 10" (RT)
D = 11° 14' 04"
T = 138.42
L = 270.32
R = 510.00
PRC STA. = 45+52.78
PT STA. = 48+23.10
e = NC

LEGEND

(X) DENOTES PLAN & PROFILE SHEET

CURVE DATA CL_BNG-1
PI STA. = 153+10.17
Δ = 13° 51' 23" (LT)
D = 6° 01' 52"
T = 115.44
L = 229.75
R = 950.00
PC STA. = 151+94.74
PT STA. = 154+24.49
e = NC

CURVE DATA CL_CONST-1
PI STA. = 31+77.24
Δ = 61° 55' 08" (LT)
D = 11° 14' 04"
T = 305.95
L = 551.15
R = 510.00
PC STA. = 28+71.29
PT STA. = 34+22.44
e = NC

CURVE DATA CL_ANNA-1
PI STA. = 450+65.40
Δ = 41° 05' 47" (LT)
D = 124° 33' 22"
T = 17.24
L = 32.99
R = 46.00
PC STA. = 450+48.15
PT STA. = 450+81.15

CURVE DATA CL_CONST-2
PI STA. = 37+67.46
Δ = 61° 50' 52" (RT)
D = 11° 14' 04"
T = 305.52
L = 550.52
R = 510.00
PC STA. = 34+61.94
PT STA. = 40+12.46
e = NC

CURVE DATA CL_SAWOCT-1
PI STA. = 351+38.12
Δ = 63° 34' 00" (LT)
D = 63° 39' 43"
T = 55.77
L = 99.85
R = 90.00
PC STA. = 350+82.36
PT STA. = 351+82.21

BENCHMARKS

FDOT CONTROL CAP, 5/8" IRON ROD
STA. 25+59.53, 18.65' RT
EL. 18.90'

FDOT 57-00-F01HV, CONC. MONUMENT
STA. 29+73.07, 39.63' RT
EL. 23.89'

FDOT CONTROL CAP, 5/8" IRON ROD
STA. 29+04.35, 453.63' LT
EL. 20.42'

FDOT CONTROL DISK, NAIL
STA. 30+37.95, 387.09' RT
EL. 30.36'

FDOT CONTROL CAP, 5/8" IRON ROD
STA. 32+15.15, 118.72' RT
EL. 14.46'

FDOT CONTROL CAP, 5/8" IRON ROD
STA. 41+73.79, 281.64' RT
EL. 15.85'

FDOT CONTROL CAP, 5/8" IRON ROD
STA. 44+59.33, 418.15' RT
EL. 20.48'

FDOT CONTROL CAP, 5/8" IRON ROD
STA. 47+70.20, 20.03' LT
EL. 17.38'

FDOT CONTROL CAP, 5/8" IRON ROD
STA. 38+92.52, 28.44' RT
EL. 26.54'

FDOT CONTROL DISK, NAIL
STA. 45+27.08, 153.52' RT
EL. 19.63'

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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

EDWIN J. RAMOS, P.E.
P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

PROJECT LAYOUT

SHEET NO. 17

EXHIBIT A - ROADWAY PLANS

GENERAL NOTES

1. THE CONTRACTORS SHALL NOTIFY THE CITY ENGINEER OR DESIGNEE 48 HOURS PRIOR TO CONSTRUCTION.

2. EXISTING FACILITIES SHALL BE RESTORED TO A CONDITION EQUIVALENT TO THAT WHICH EXISTED PRIOR TO COMMENCING CONSTRUCTION, AT NO ADDITIONAL COST TO THE CITY.

3. THE CONTRACTOR SHALL TAKE STEPS NECESSARY TO PREVENT EROSION AND ANY OFFSITE SEDIMENT TRANSPORT RESULTING FROM INCREASED RUNOFF DURING CONSTRUCTION BY PROVIDING SILT FENCE AND/OR STAKED BALES AS REQUIRED BY THE FLORIDA STORMWATER, EROSION, AND SEDIMENT CONTROL INSPECTOR'S MANUAL, 2018 EDITION, OR AS INDICATED ON THE PLANS. ALL EROSION CONTROL MEASURES SHALL REMAIN IN PLACE UNTIL ASSOCIATED DISTURBED AREAS ARE STABILIZED AS TO REDUCE SEDIMENT RUNOFF, UNLESS OTHERWISE DIRECTED BY THE CITY ENGINEER OR DESIGNEE.

4. ANY NECESSARY PERMITS, OTHER THAN THE NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT (NWFWMD) PERMIT, WILL BE THE RESPONSIBILITY OF THE CONTRACTOR. CITY OF DESTIN OR ITS DESIGNEE WILL ASSIST CONTRACTOR WITH REQUIRED PERMITS.

5. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO PRESERVE OR RELOCATE ALL BENCHMARKS (VERTICAL CONTROL) AS NEEDED DURING CONSTRUCTION. ALL PUBLIC OR PRIVATE CORNER MONUMENTATION SHALL BE PROTECTED. IF A PUBLIC OR PRIVATE CORNER MONUMENTATION IS IN DANGER OF BEING DESTROYED AND HAS NOT BEEN PROPERLY REFERENCED, THE CONTRACTOR SHALL NOTIFY THE ENGINEER OR DESIGNEE IMMEDIATELY.

6. IN THE EVENT THAT SURVEY MONUMENTATION OR REFERENCE POINTS ARE MISSING OR HAVE BEEN DESTROYED, PLEASE CONTACT:

   SOUTHEASTERN SURVEYING & MAPPING CORP.
   1130 HIGHWAY 90
   CHIPLEY, FLORIDA 32428
   PH (850) 638-0790

7. EXISTING DRAINAGE FEATURES WITHIN CONSTRUCTION LIMITS SHALL REMAIN AND BE PROTECTED UNLESS OTHERWISE NOTED.

8. THE CONTRACTOR SHALL MATCH EXISTING CONDITIONS AT THE BEGINNING AND END OF CONSTRUCTION AS DIRECTED BY THE CITY ENGINEER OR DESIGNEE.

9. EXISTING STREETS AND DRIVES SHALL BE MAINTAINED TO LOCAL TRAFFIC AND PROPERTY OWNERS.

10. ALL ROADWAY CONSTRUCTION SHALL COMPLY WITH THE FDOT STANDARD PLANS & SPECIFICATIONS, LATEST EDITION.

11. ALL MATERIALS, TESTING AND CONSTRUCTION METHODS SHALL CONFORM TO THE FDOT STANDARD PLANS & SPECIFICATIONS, LATEST EDITION. CONTRACTOR SHALL INCLUDE ANY NECESSARY COSTS IN HIS BID. PROVIDE TEST RESULTS TO THE CITY WEEKLY.

12. EXISTING STREET AND ROAD NAME SIGNS ON THE PROJECT SHALL BE KEPT VISIBLE AT ALL TIMES FOR THE FACILITATION OF ACCESS BY EMERGENCY VEHICLES. ALL OTHER EXISTING SIGNS THAT CONFLICT WITH CONSTRUCTION OPERATIONS SHALL BE TAKEN DOWN AND STOCKPILED WITHIN THE R/W LIMITS BY THE CONTRACTOR AS DIRECTED BY THE CITY ENGINEER OR DESIGNEE. ANY EXISTING SIGNS THAT ARE TO BE RELOCATED AND ARE DAMAGED BEYOND USE BY THE CONTRACTOR SHALL BE REPLACED BY THE CONTRACTOR AT HIS EXPENSE.

13. CONTRACTOR SHALL COMPLY WITH ALL NWFWMD AND FDEP REQUIREMENTS.

14. VEGETATION ON R/W AND EASEMENTS SHALL BE RESTORED TO ORIGINAL CONDITION UNLESS OTHERWISE NOTED ON THE PLAN SHEETS. COST OF SAID RESTORATION SHALL BE CONSIDERED INCIDENTAL TO OTHER PAY ITEMS.

15. MAINTENANCE OF TRAFFIC WILL BE PER FDOT STANDARD PLANS INDEX 102-600 SERIES WHEN NOT INCLUDED IN DETAILED TRAFFIC CONTROL PLAN INCLUDED IN CONSTRUCTION PLANS.

16. ALL EXISTING MAILBOXES INTERFERING WITH NEW CONSTRUCTION SHALL BE RELOCATED OR REPLACED BY THE CONTRACTOR IN ACCORDANCE WITH FDOT STANDARD PLANS INDEX 110-200 AND UNITED STATES POSTAL SERVICE REQUIREMENTS.

17. ALL SIDEWALKS, RAMPS, DRIVEWAYS, WILL BE BUILT USING LATEST EDITION OF THE FDOT STANDARD PLANS.

18. THE LOCATION SHOWN FOR EXISTING UNDERGROUND UTILITIES IS APPROXIMATE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK IN EACH AREA. THE CONTRACTOR AGREES TO BE COMPLETELY RESPONSIBLE FOR ALL DAMAGES WHICH MIGHT OCCUR BY HIS FAILURE TO EXACTLY LOCATE AND PRESERVE ALL UTILITIES.

19. THE LOCATION(S) OF THE UTILITIES SHOWN IN THE PLANS (INCLUDING THOSE DESIGNATED VV, VH, AND VVH) ARE BASED ON LIMITED INVESTIGATION TECHNIQUES AND SHOULD BE CONSIDERED APPROXIMATE ONLY. THE VERIFIED LOCATIONS/ELEVATIONS APPLY ONLY AT THE POINTS SHOWN. INTERPOLATIONS BETWEEN THESE POINTS HAVE NOT BEEN VERIFIED.

20. UTILITY OWNERS SHALL BE NOTIFIED AT LEAST TWO FULL BUSINESS DAYS PRIOR TO ANY CONSTRUCTION SO THAT THE UTILITY OWNER CAN SPOT VERIFY AND/OR EXPOSE THEIR UTILITIES.

    KNOWN UTILITIES OWNERS INCLUDE:

    SEWER/WATER - DESTIN WATER USERS, INC.
    MONICA WALLIS
    PH: (850) 337-3945

    ELECTRIC - FLORIDA POWER & LIGHT
    BERNARD JOHNSON
    PH: (850) 244-4721

    NATURAL GAS - OKALOOSA GAS DISTRICT
    LARS SULLIVAN
    PH: (850) 974-7015

    TELEPHONE - CENTURYLINK
    AMBER GILSON
    PH: (850) 815-3131

    OKALOOSA COUNTY TRAFFIC SIGNAL SYSTEM
    RANDY SHOWERS
    PH: (850) 609-6181

    TELEPHONE - AT&T FLORIDA
    TOM MANNING
    PH: (850) 623-3521

    CABLE - COX COMMUNICATIONS SOUTHEAST
    ROGER DIXON
    PH: (850) 314-8163

21. ALL STORMWATER PIPES TO BE HIGH PERFORMANCE POLYPROPYLENE, OR APPROVED EQUIVALENT MATERIAL, UNLESS OTHERWISE NOTED IN THE CONSTRUCTION PLANS.

22. BENCHMARK ELEVATIONS SHOWN ON THE PLANS ARE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88).

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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

EDWIN J. RAMOS, P.E.
P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

GENERAL NOTES

SHEET NO. 18

EXHIBIT A - ROADWAY PLANS

POINT OF INTERSECTION		
	STATION	ELEVATION
A	29+80.79	24.68'
B	29+80.14	24.14'
C	30+11.86	24.83'
D	30+13.14	24.02'

CAUTION: GAS LINE WITHIN R/W

BEGIN PROJECT
BEGIN CONSTRUCTION
STA. 26+36.00

CURVE DATA CL CONST-1
PI STA. = 31+77.24
Δ = 61° 55' 08" (LT)
D = 11° 14' 04"
T = 305.95
L = 551.15
R = 510.00
PC STA. = 28+71.29
PT STA. = 34+22.44
e = NC

CURVE DATA CL SAWOCT-1
PI STA. = 351+38.12
Δ = 63° 34' 00" (LT)
D = 63° 39' 43"
T = 55.77
L = 99.85
R = 90.00
PC STA. = 350+82.36
PT STA. = 351+82.21

LEGEND
DETECTABLE WARNINGS

SEE BENNING DRIVE PLAN & PROFILE

BEGIN PROJECT
BEGIN CONSTRUCTION
BEGIN PROFILE
STA. 26+36.00

K = 82
265' V.C.

PAVT. CROSS SLOPE TRANSITION
EB LANE -0.02 TO +0.024

PAVT. CROSS SLOPE TRANSITION
WB LANE -0.02 TO -0.022

PAVT. CROSS SLOPE TRANSITION
EB LANE +0.024 TO -0.02

PAVT. CROSS SLOPE TRANSITION
WB LANE -0.021 TO -0.02

PROFILE GRADE

EXIST. GROUND LINE
@ ℄ CONST. CONNECTOR

(-) 0.400% (+) 2.350% (+) 2.850% (+) 2.000% (-) 2.000% (-) 2.300%

SCALE: 1" = 50' HORIZONTAL
1" = 5' VERTICAL

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

EDWIN J. RAMOS, P.E.
P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32819

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

PLAN & PROFILE (1)
DESTIN CONNECTOR

SHEET NO. 19

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

EXHIBIT A - ROADWAY PLANS

STA. 33+56.30 ℄ CONST. CONNECTOR = STA. 451+53.26 ℄ CONST. ANNA ST.

CURVE DATA CL_CONST-1
PI STA. = 31+77.24
Δ = 61° 55' 08" (LT)
D = 11° 14' 04"
T = 305.95
L = 551.15
R = 510.00
PC STA. = 28+71.29
PT STA. = 34+22.44
e = NC

CURVE DATA CL_ANNA-1
PI STA. = 450+65.40
Δ = 41° 05' 47" (LT)
D = 124° 33' 22"
T = 17.24
L = 32.99
R = 46.00
PC STA. = 450+48.15
PT STA. = 450+81.15
e = NC

CURVE DATA CL_CONST-2
PI STA. = 37+67.46
Δ = 61° 50' 52" (RT)
D = 11° 14' 04"
T = 305.52
L = 550.52
R = 510.00
PC STA. = 34+61.94
PT STA. = 40+12.46
e = NC

CURVE DATA CL_SAWOCT-1
PI STA. = 351+38.12
Δ = 63° 34' 00" (LT)
D = 63° 39' 43"
T = 55.77
L = 99.85
R = 90.00
PC STA. = 350+82.36
PT STA. = 351+82.21

LEGEND
MILLING AND RESURFACING
DETECTABLE WARNINGS

0 10 50 Feet

SCALE: 1" = 50' HORIZONTAL
1" = 5' VERTICAL

K = 63
250' V.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

EDWIN J. RAMOS, P.E.
P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32819

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

PLAN & PROFILE (2)
DESTIN CONNECTOR

SHEET NO. 20

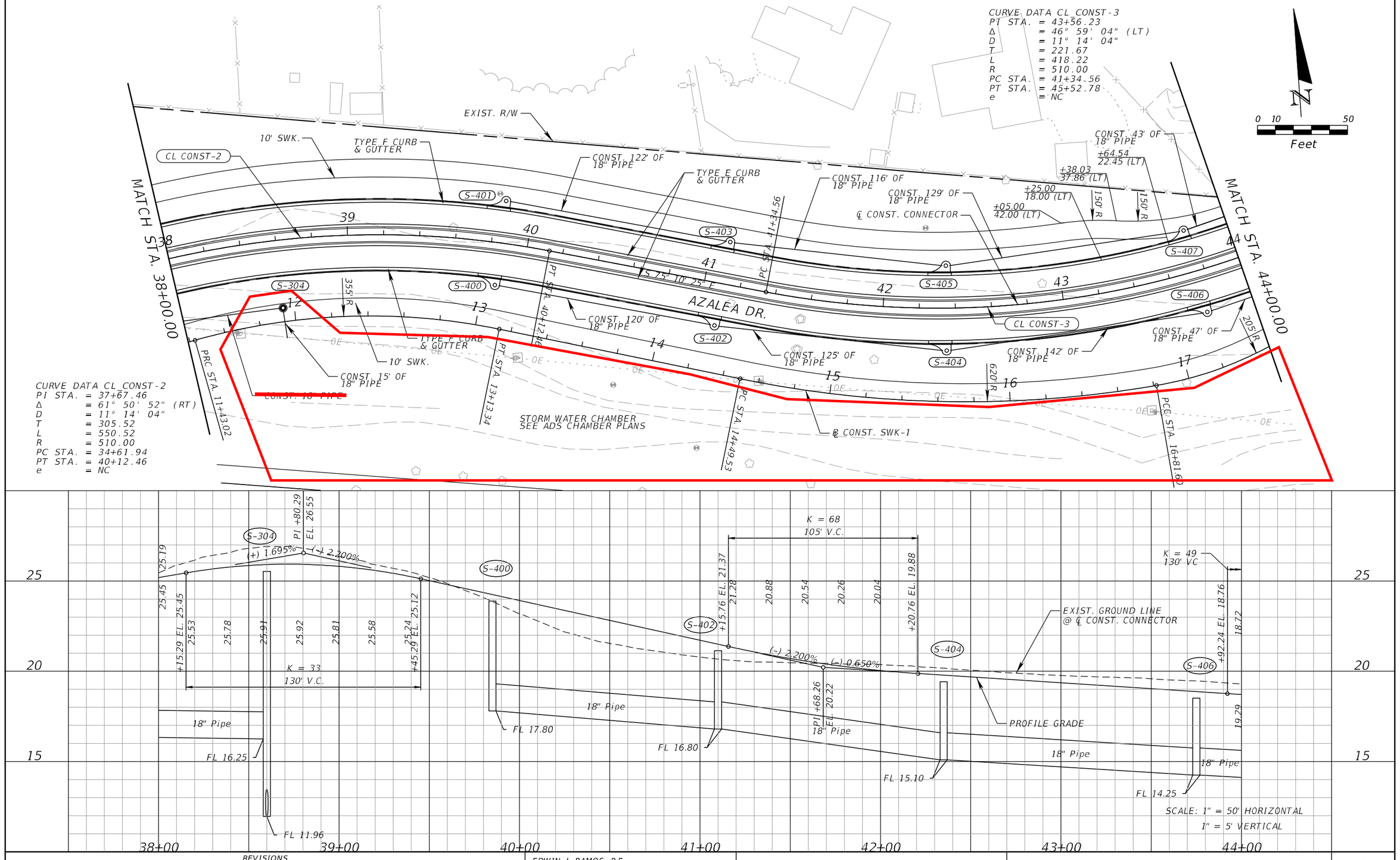
THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

EXHIBIT A - ROADWAY PLANS

CURVE DATA CL CONST-3
PI STA. = 43+56.23
Δ = 46° 59' 04" (LT)
D = 11° 14' 04"
T = 221.67
L = 418.22
R = 510.00
PC STA. = 41+34.56
PT STA. = 45+52.78
e = NC

CURVE DATA CL CONST-2
PI STA. = 37+67.46
Δ = 61° 50' 52" (RT)
D = 11° 14' 04"
T = 305.52
L = 550.52
R = 510.00
PC STA. = 34+61.94
PT STA. = 40+12.46
e = NC

0 10 50
Feet



SCALE: 1" = 50' HORIZONTAL
1" = 5' VERTICAL

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

EDWIN J. RAMOS, P.E.
P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32819

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

PLAN & PROFILE (3)
DESTIN CONNECTOR

SHEET NO. 21

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

EXHIBIT A - ROADWAY PLANS

CURVE DATA CL CONST-3
PI STA. = 43+56.23
Δ = 46° 59' 04" (LT)
D = 11° 14' 04"
T = 221.67
L = 418.22
R = 510.00
PC STA. = 41+34.56
PT STA. = 45+52.78
e = NC

SEE BEACH DRIVE PLAN & PROFILE

STA. 45+90.27 ℄ CONST. CONNECTOR = STA. 254+92.78 ℄ CONST. BEACH DR.

MATCH STA. 44+00.00

AZALEA DR.

BEACH DR.

LEGION DR.

CONST. 140' OF 18" PIPE
CONST. 32' OF 18" PIPE
CONST. 82' OF 18" PIPE
CONST. 43' OF 24" PIPE
CONST. 18" PIPE
CONST. 43' OF 24" PIPE
CONST. 31' OF 18" PIPE
CONST. 104' OF 18" PIPE
CONST. 114' OF 18" PIPE
CONST. 46' OF 24" PIPE
CONST. 61' OF 24" PIPE

4' SWK.
10' SWK.
10' SWK.

CL CONST-3
CL CONST-4
℄ CONST. CONNECTOR
℄ CONST. BEACH DR.
℄ CONST. SWK-1

REMOVE EXIST. INLETS EX-2 & EX-3 & FRENCH DRAIN 10' SWK. CONST. 89' OF 18" PIPE

REMOVE EXIST. FRENCH DRAIN. PLUG N OPENING IN EX-5 AND S OPENING IN EX-4 WITH MASONRY PLUG. INLETS EX-4 & EX-5 TO REMAIN & BE PROTECTED.

END PROJECT
END CONSTRUCTION
STA. 48+47.14

EXIST. R/W

SEE NOTE THIS SHEET

CONCRETE TRAFFIC SEPARATOR TYPE I OPTION II

NOTE: EXISTING SANITARY MANHOLE TO REMAIN AND BE PROTECTED. MANHOLE TOP MAY HAVE TO BE ADJUSTED FOR PROPOSED DRIVEWAY FLARE. CURB INLET S-508 MAY BE FIELD ADJUSTED AS NEEDED TO AVOID IMPACTING SANITARY MANHOLE.

CURVE DATA CL CONST-4
PI STA. = 46+91.20
Δ = 30° 22' 10" (RT)
D = 11° 14' 04"
T = 138.42
L = 270.32
R = 510.00
PC STA. = 45+52.78
PT STA. = 48+23.10

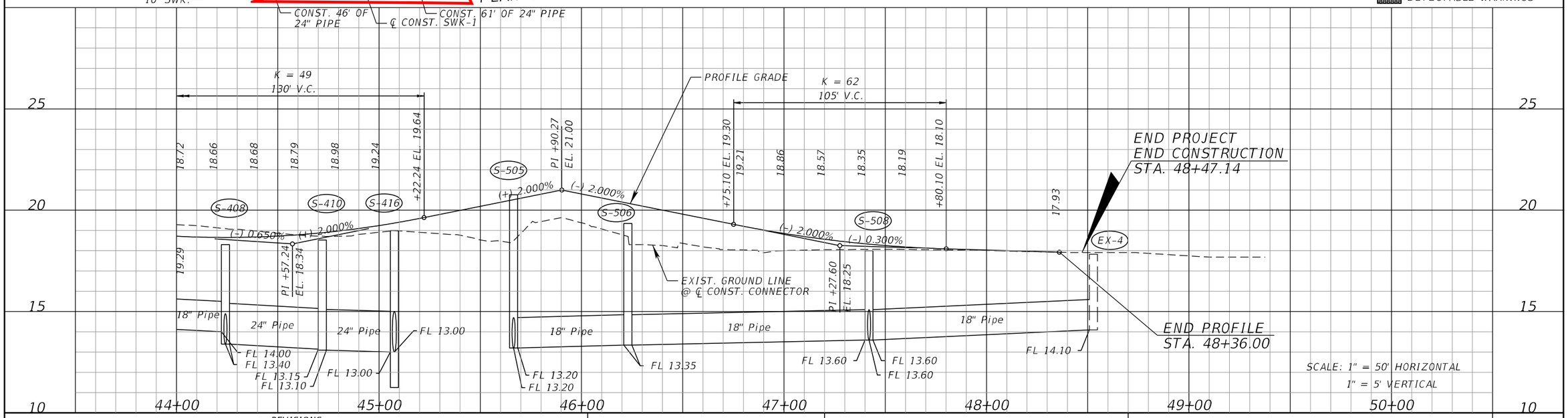
CAUTION: GAS LINE WITHIN R/W

SEE INTERSECTION DETAIL SHEET FOR ADDITIONAL DETAILS

LEGEND
DETECTABLE WARNINGS

N

0 10 50
Feet



SCALE: 1" = 50' HORIZONTAL
1" = 5' VERTICAL

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

EDWIN J. RAMOS, P.E.
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ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32819

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

PLAN & PROFILE (4)
DESTIN CONNECTOR

SHEET NO. 22

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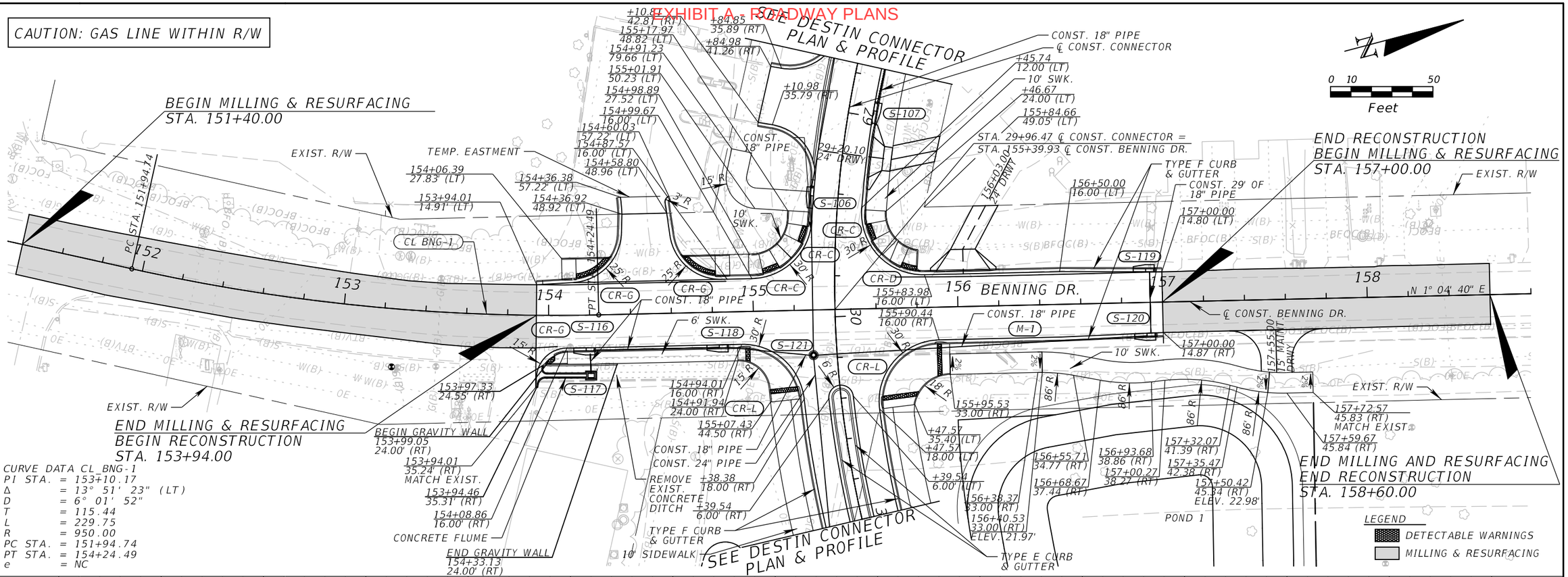
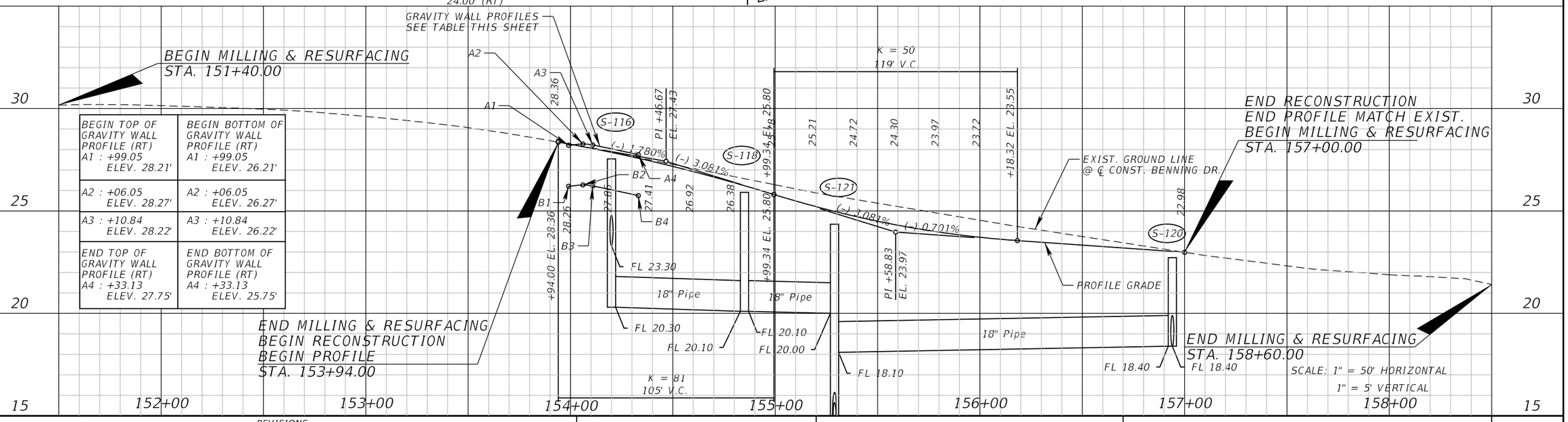
EXHIBIT A - ROADWAY PLANS

CAUTION: GAS LINE WITHIN R/W



CURVE DATA CL BNG-1
PI STA. = 153+10.17
Δ = 13° 51' 23" (LT)
D = 6° 01' 52"
T = 115.44
L = 229.75
R = 950.00
PC STA. = 151+94.74
PT STA. = 154+24.49
e = NC



BEGIN TOP OF GRAVITY WALL PROFILE (RT)	BEGIN BOTTOM OF GRAVITY WALL PROFILE (RT)
A1 : +99.05 ELEV. 28.21'	A1 : +99.05 ELEV. 26.21'
A2 : +06.05 ELEV. 28.27'	A2 : +06.05 ELEV. 26.27'
A3 : +10.84 ELEV. 28.22'	A3 : +10.84 ELEV. 26.22'
END TOP OF GRAVITY WALL PROFILE (RT)	END BOTTOM OF GRAVITY WALL PROFILE (RT)
A4 : +33.13 ELEV. 27.75'	A4 : +33.13 ELEV. 25.75'

REVISIONS

DATE	DESCRIPTION	DATE	DESCRIPTION

EDWIN J. RAMOS, P.E.
P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

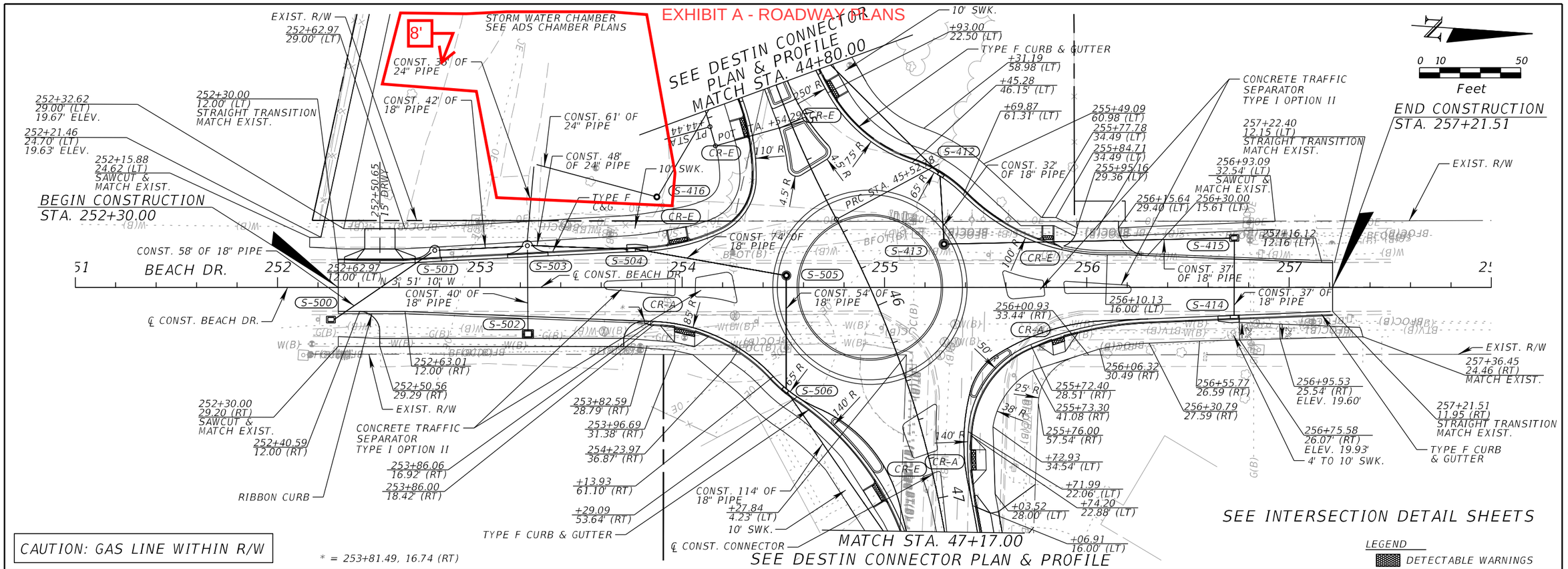
COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

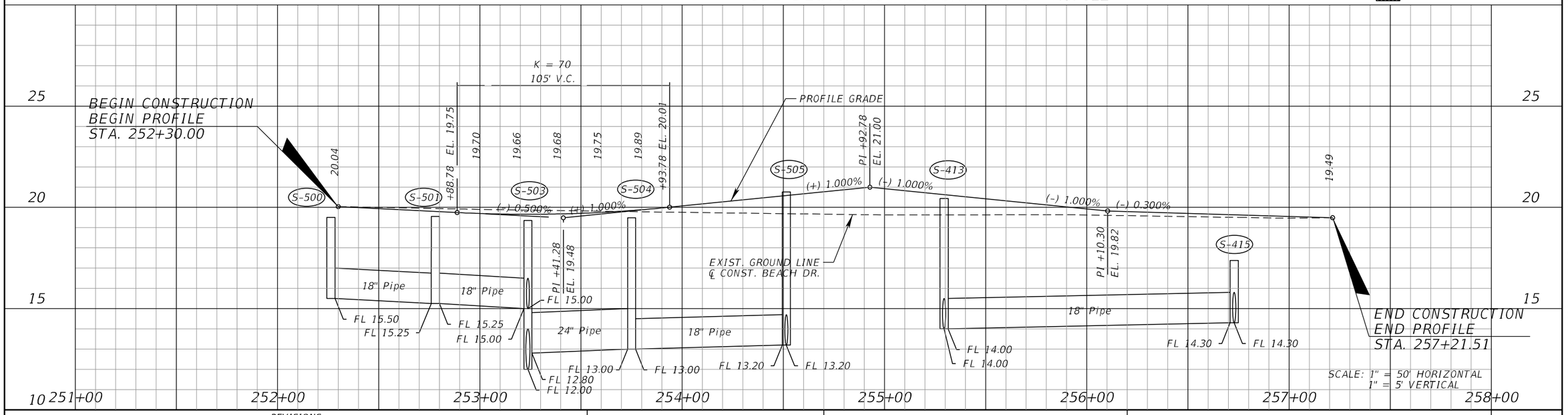
PLAN & PROFILE (5)
BENNING DRIVE

SHEET NO. 23

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

EXHIBIT A - ROADWAY PLANS





REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

EDWIN J. RAMOS, P.E.
P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

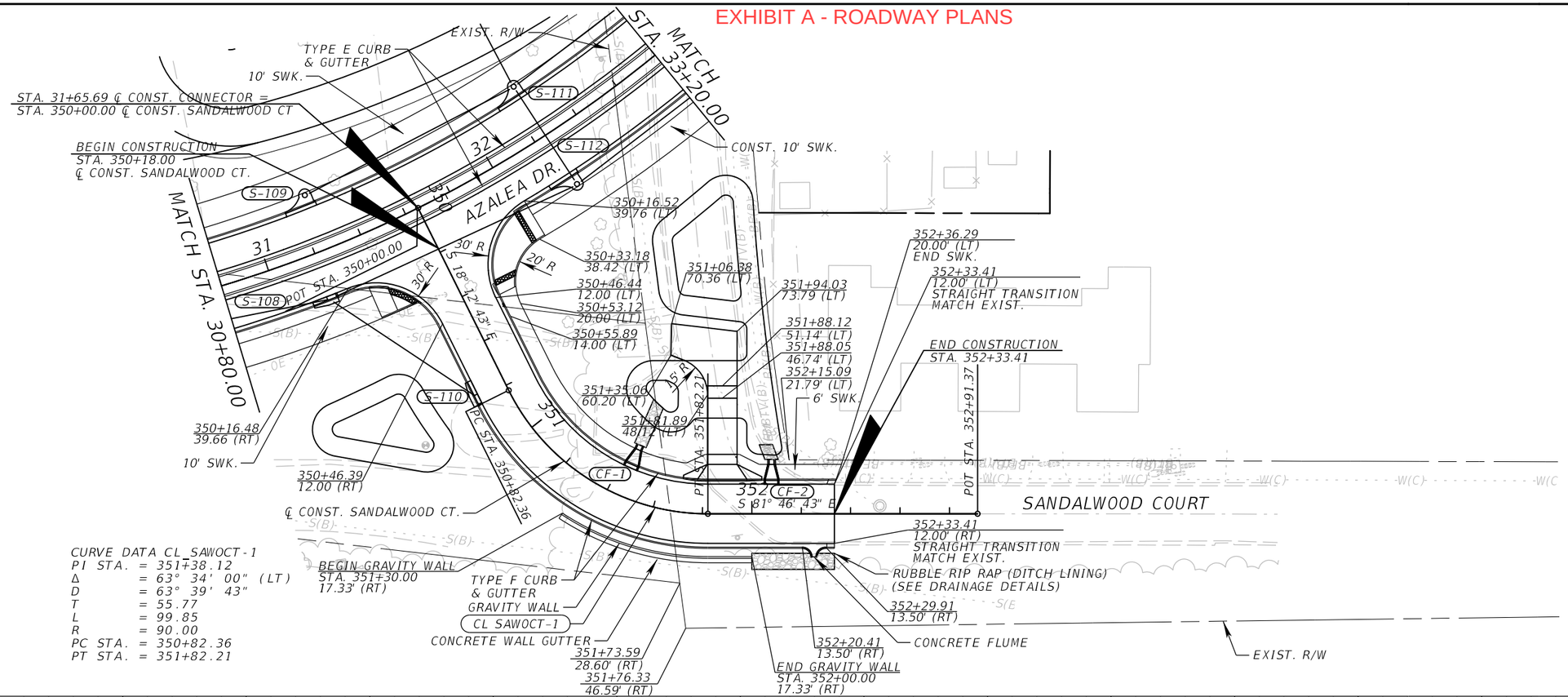
COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

PLAN & PROFILE (6)
BEACH DRIVE

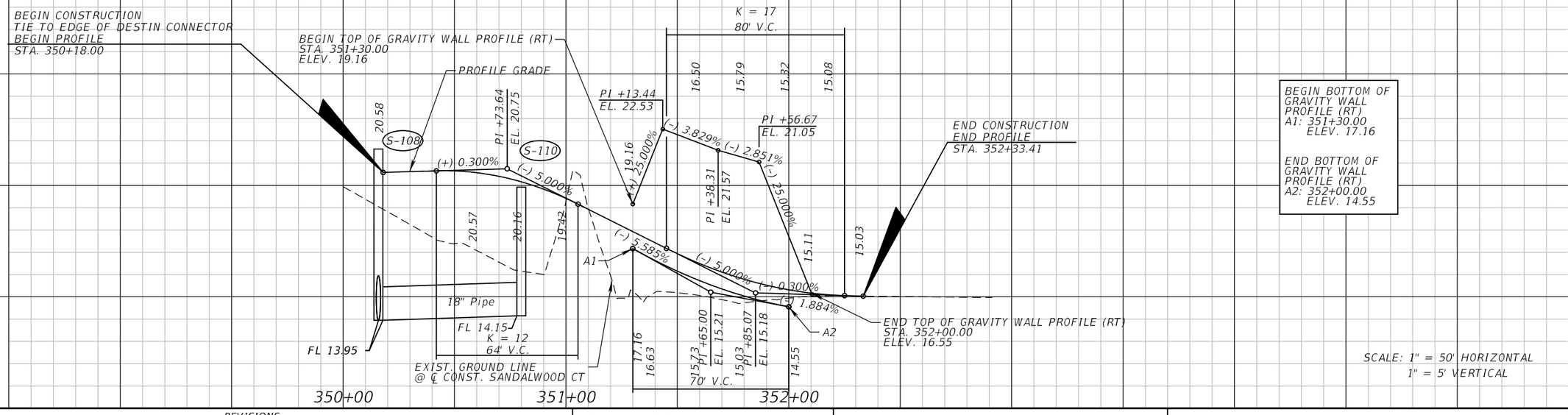
SHEET NO. 24

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

EXHIBIT A - ROADWAY PLANS



CURVE DATA CL_SAWOCT-1
PI STA. = 351+38.12
Δ = 63° 34' 00" (LT)
D = 63° 39' 43"
T = 55.77
L = 99.85
R = 90.00
PC STA. = 350+82.36
PT STA. = 351+82.21



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

EDWIN J. RAMOS, P.E.
P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

PLAN & PROFILE (7)
SANDALWOOD CT

SHEET NO. 25

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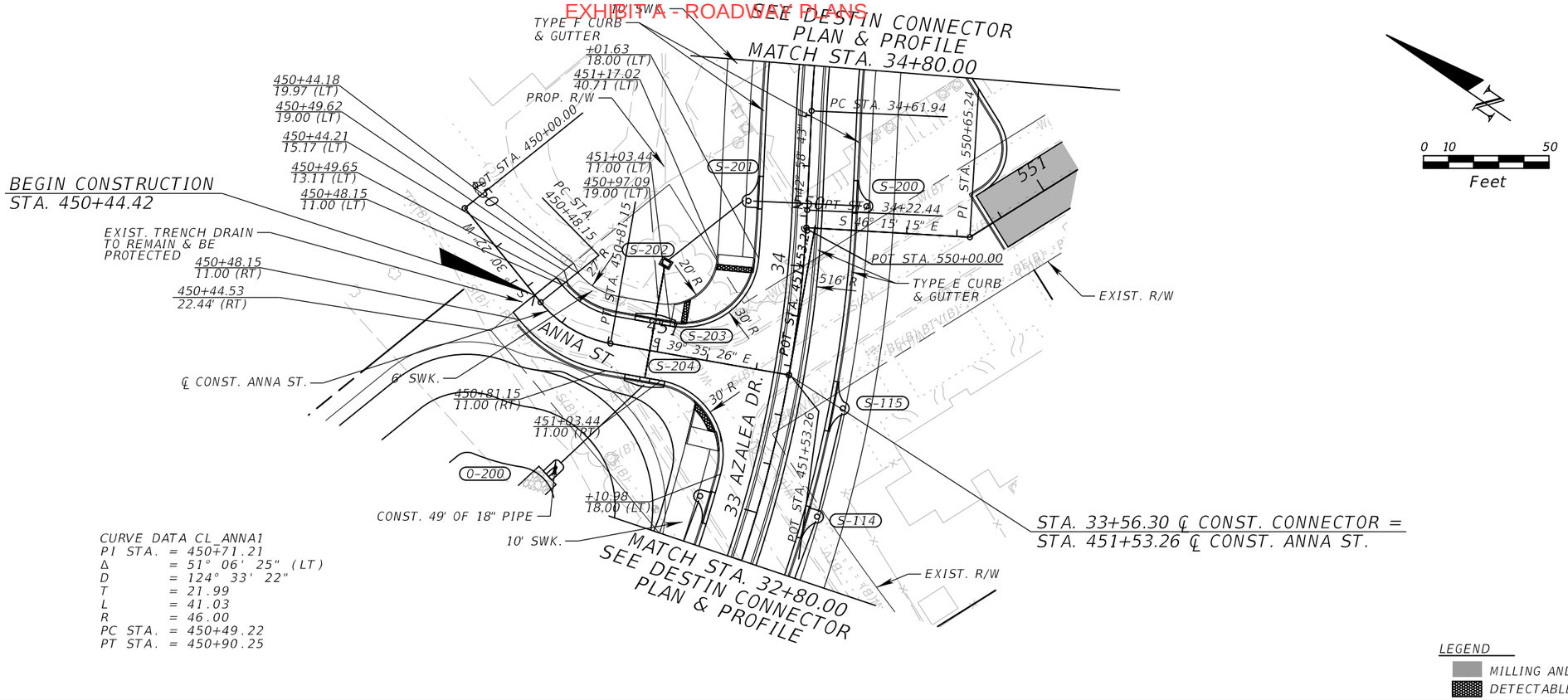
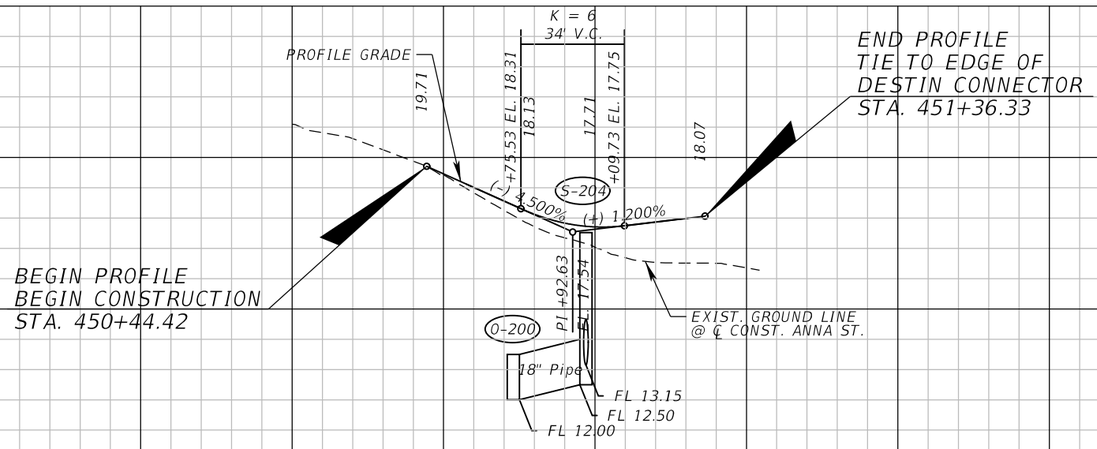
EXHIBIT A - ROADWAY PLANS



CURVE DATA CL ANNA1
PI STA. = 450+71.21
Δ = 51° 06' 25" (LT)
D = 124° 33' 22"
T = 21.99
L = 41.03
R = 46.00
PC STA. = 450+49.22
PT STA. = 450+90.25

LEGEND
- MILLING AND RESURFACING
- DETECTABLE WARNINGS



SCALE: 1" = 50' HORIZONTAL
1" = 5' VERTICAL

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

EDWIN J. RAMOS, P.E.
P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

PLAN & PROFILE (8)
ANNA STREET

SHEET NO. 26

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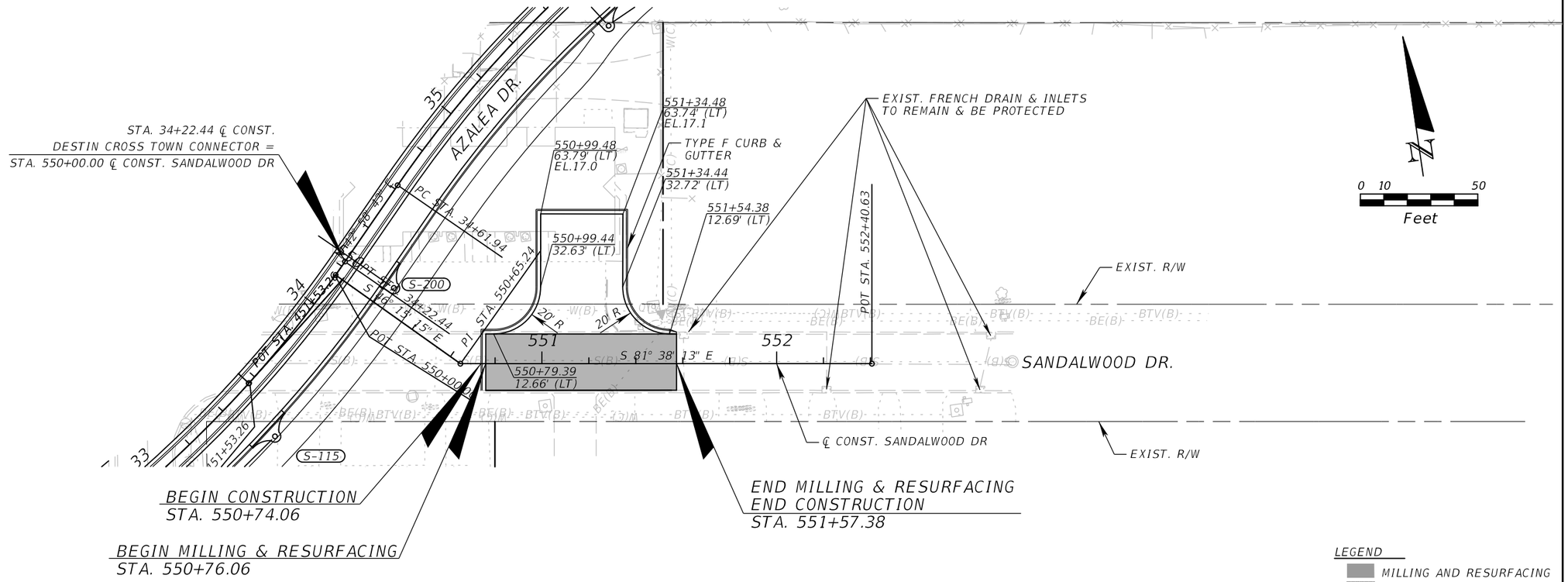
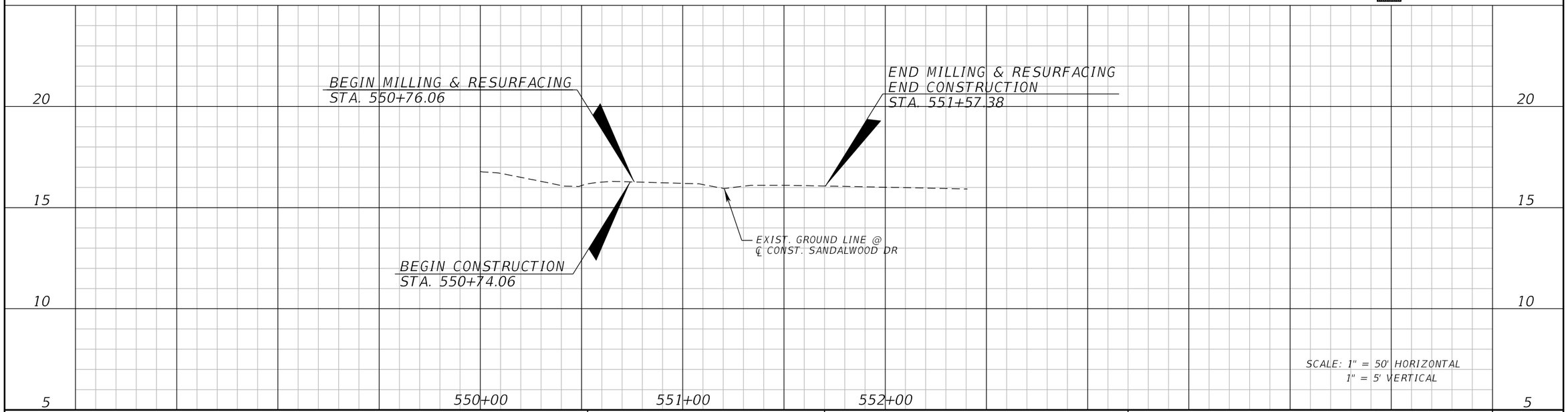
EXHIBIT A - ROADWAY PLANS





REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

EDWIN J. RAMOS, P.E.
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ATKINS NORTH AMERICA, INC.
482 SOUTH KELER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

PLAN & PROFILE (9)
SANDALWOOD DR

SHEET NO. 27

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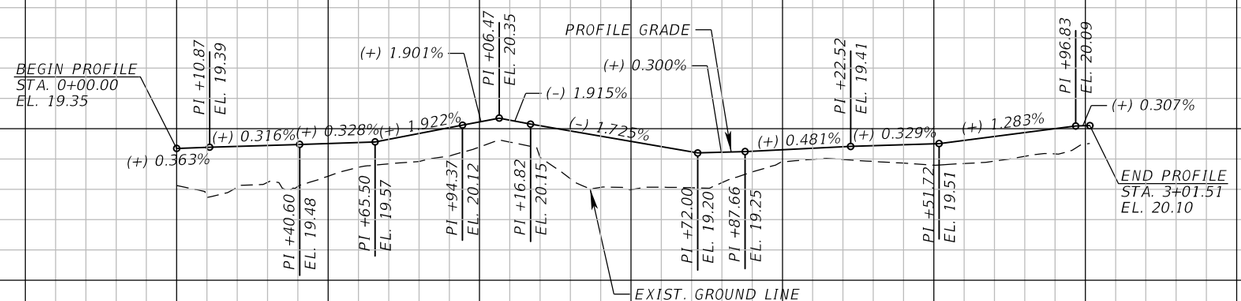
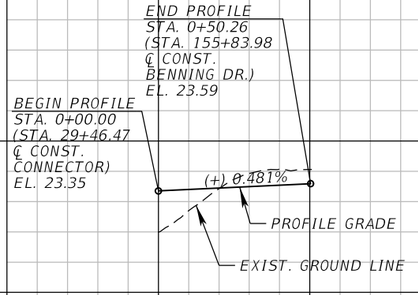
EXHIBIT A - ROADWAY PLANS

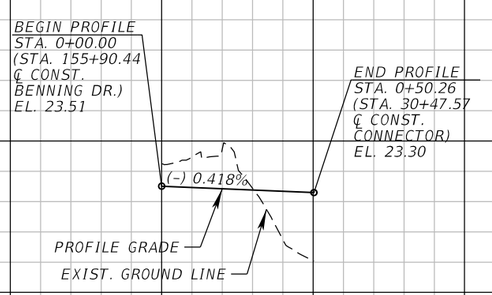
INSCRIBED CIRCLE PROFILE



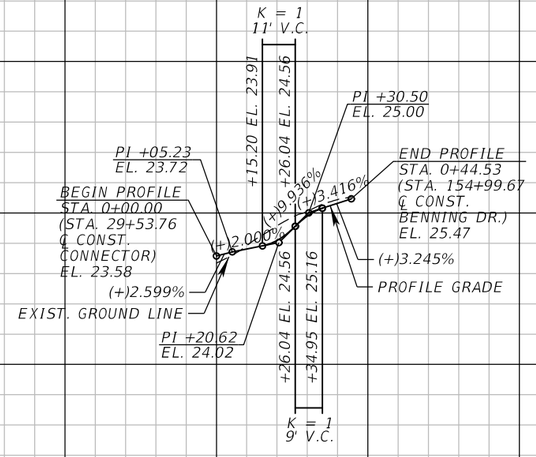
BENNING DR. – NW CORNER CURB RETURN PROFILE



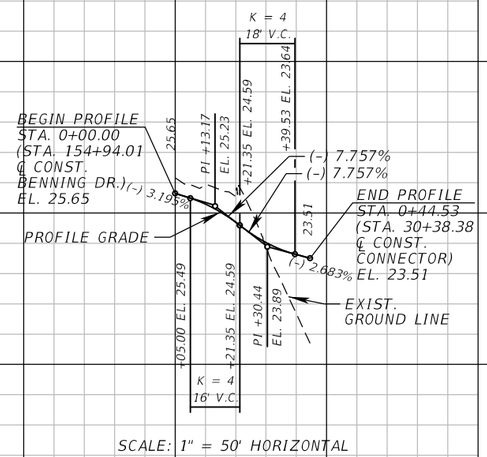
BENNING DR. – NE CORNER CURB RETURN PROFILE



BENNING DR. – SW CORNER CURB RETURN PROFILE



BENNING DR. – SE CORNER CURB RETURN PROFILE



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

EDWIN J. RAMOS, P.E.
P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

SPECIAL PROFILES

SHEET NO. 28

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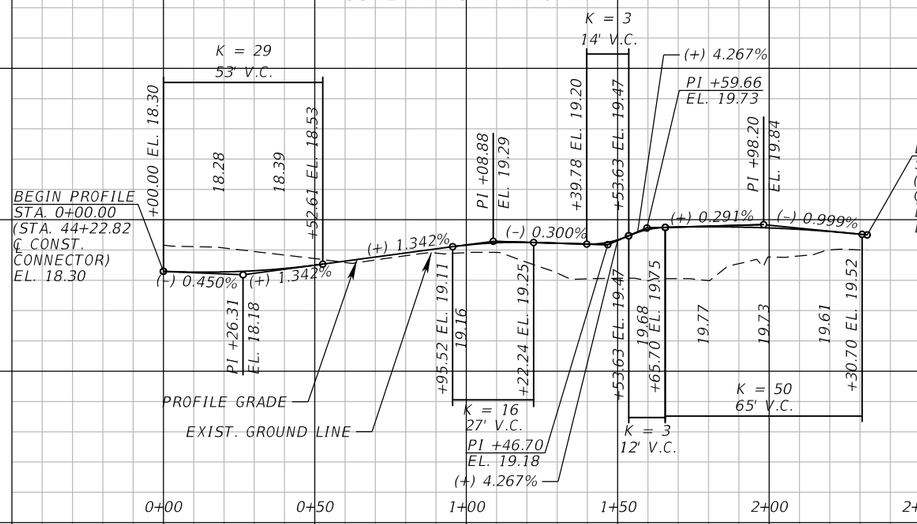
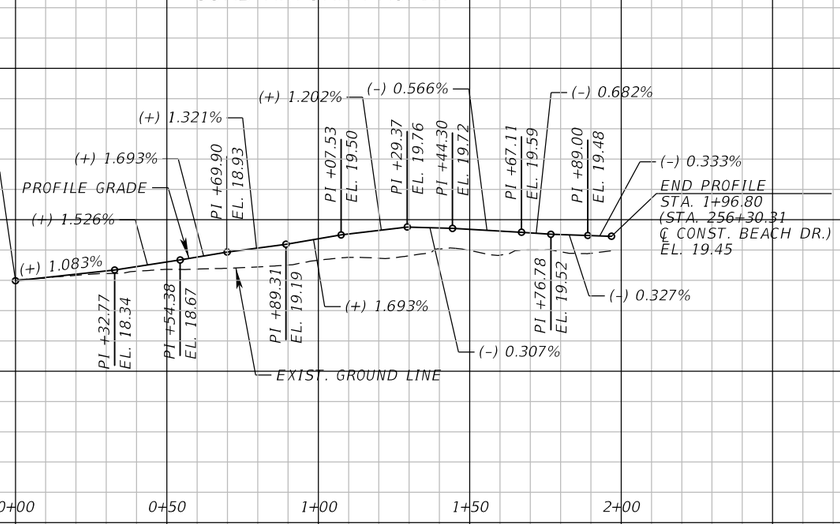
EXHIBIT A - ROADWAY PLANS

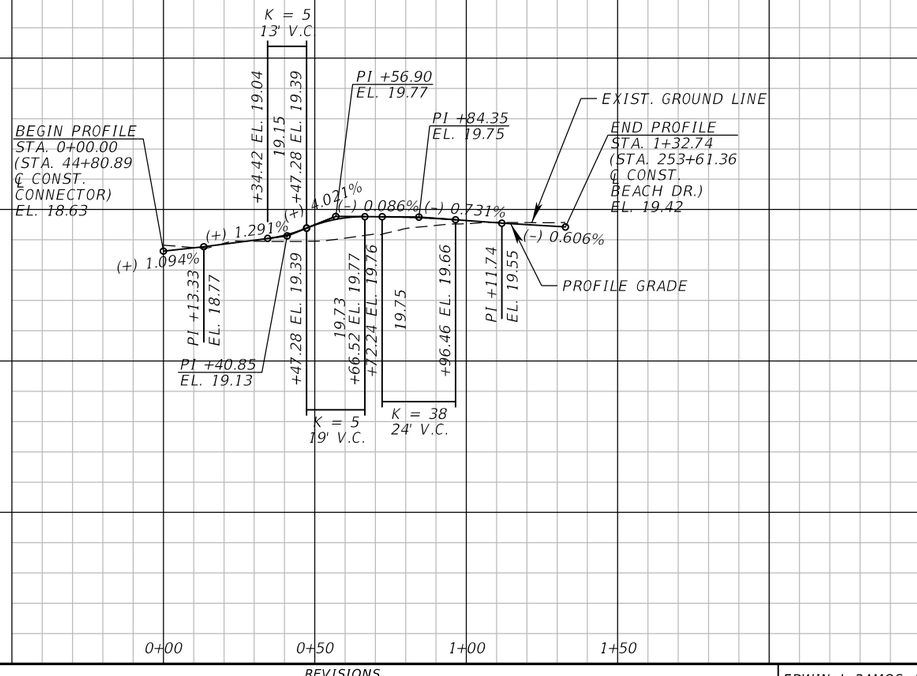
BEACH DR. – NW CORNER CURB RETURN PROFILE



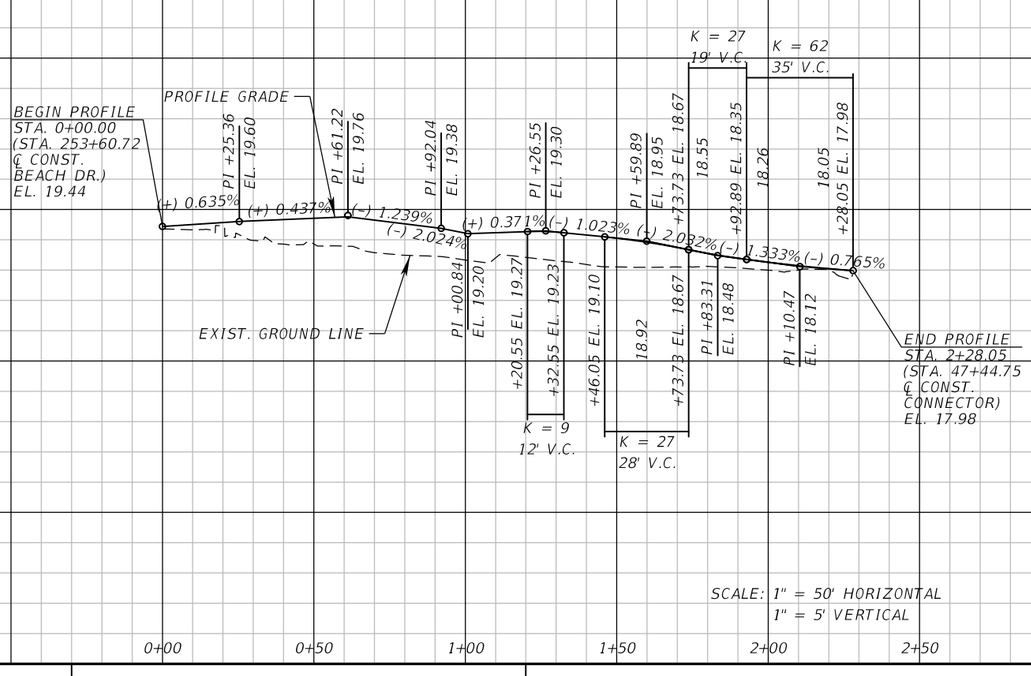
BEACH DR. – NE CORNER CURB RETURN PROFILE



BEACH DR. – SW CORNER CURB RETURN PROFILE



BEACH DR. – SE CORNER CURB RETURN PROFILE



SCALE: 1" = 50' HORIZONTAL
1" = 5' VERTICAL

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

EDWIN J. RAMOS, P.E.
P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

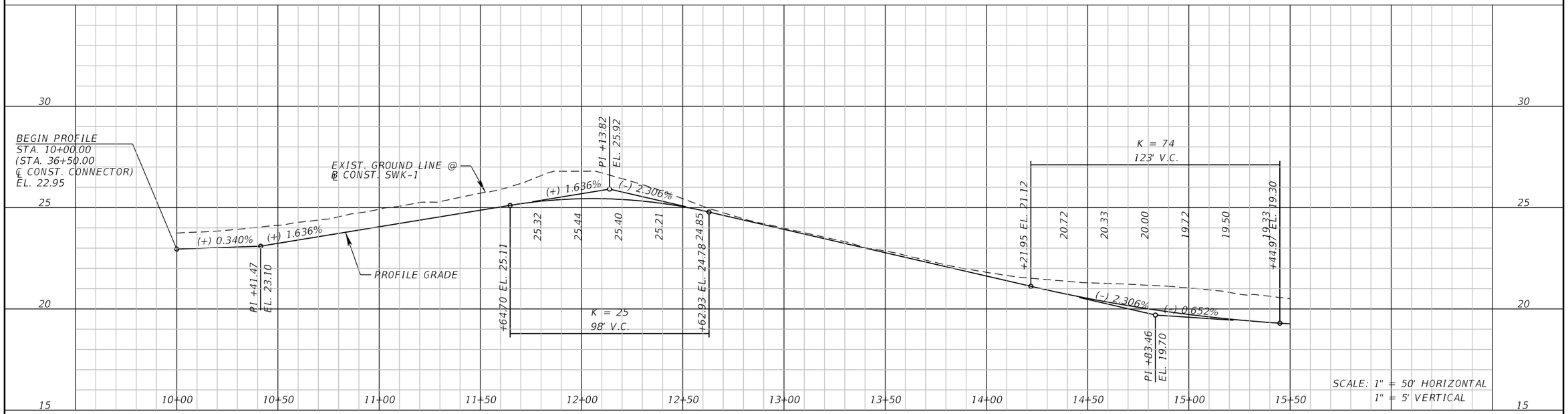
COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

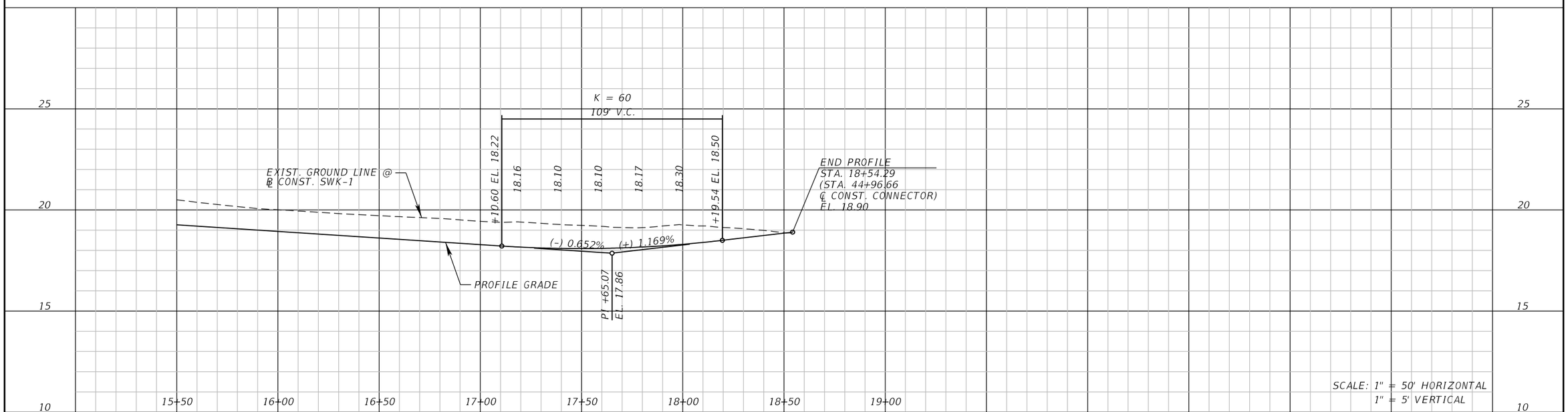
SPECIAL PROFILES

SHEET NO. 29

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

EXHIBIT A - ROADWAY PLANS





SIDEWALK 1

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

EDWIN J. RAMOS, P.E.
P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

BACK OF SIDEWALK PROFILES

SHEET NO. 30

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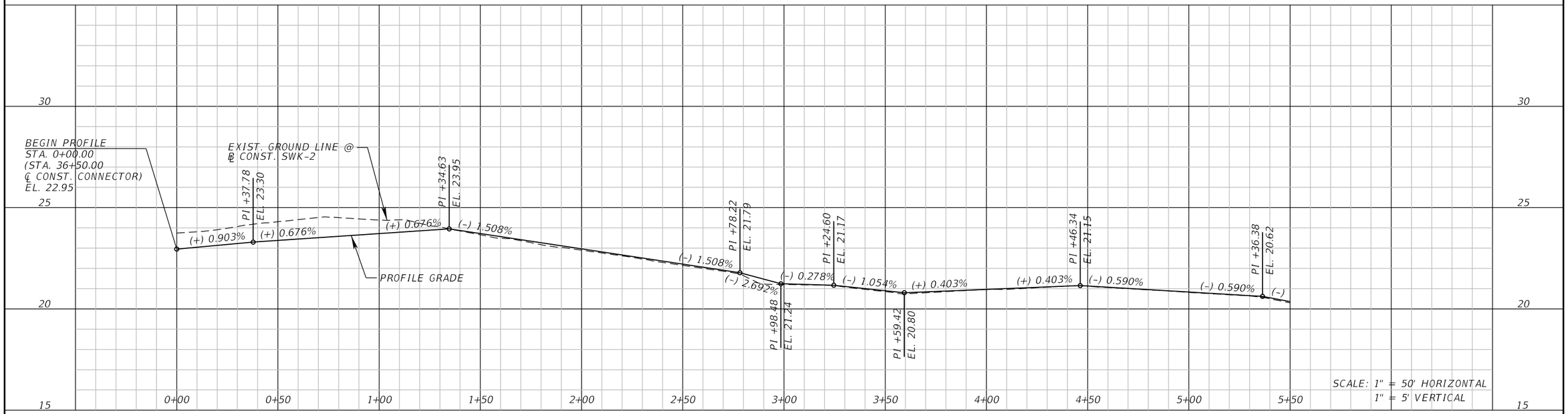
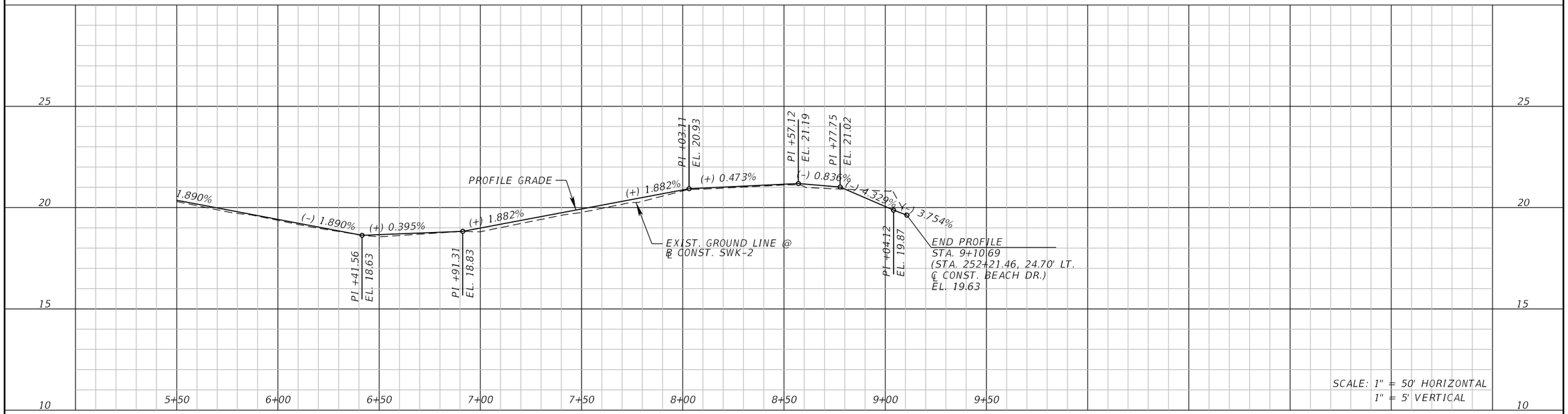


SEE POND 2 DETAIL FOR ℄ CONST. SWK-2 IN PLAN VIEW.



SEE POND 2 DETAIL FOR ℄ CONST. SWK-2 IN PLAN VIEW.

SIDEWALK 2

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

EDWIN J. RAMOS, P.E.
P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

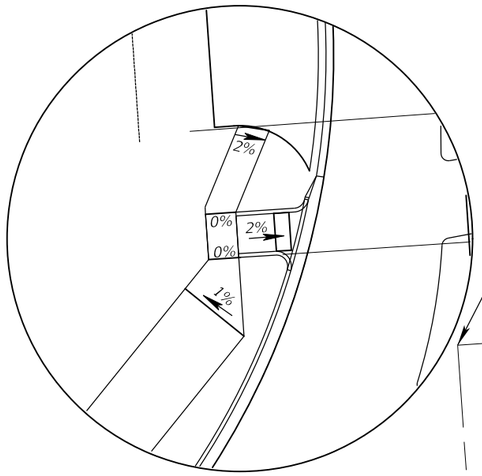
COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

BACK OF SIDEWALK PROFILES

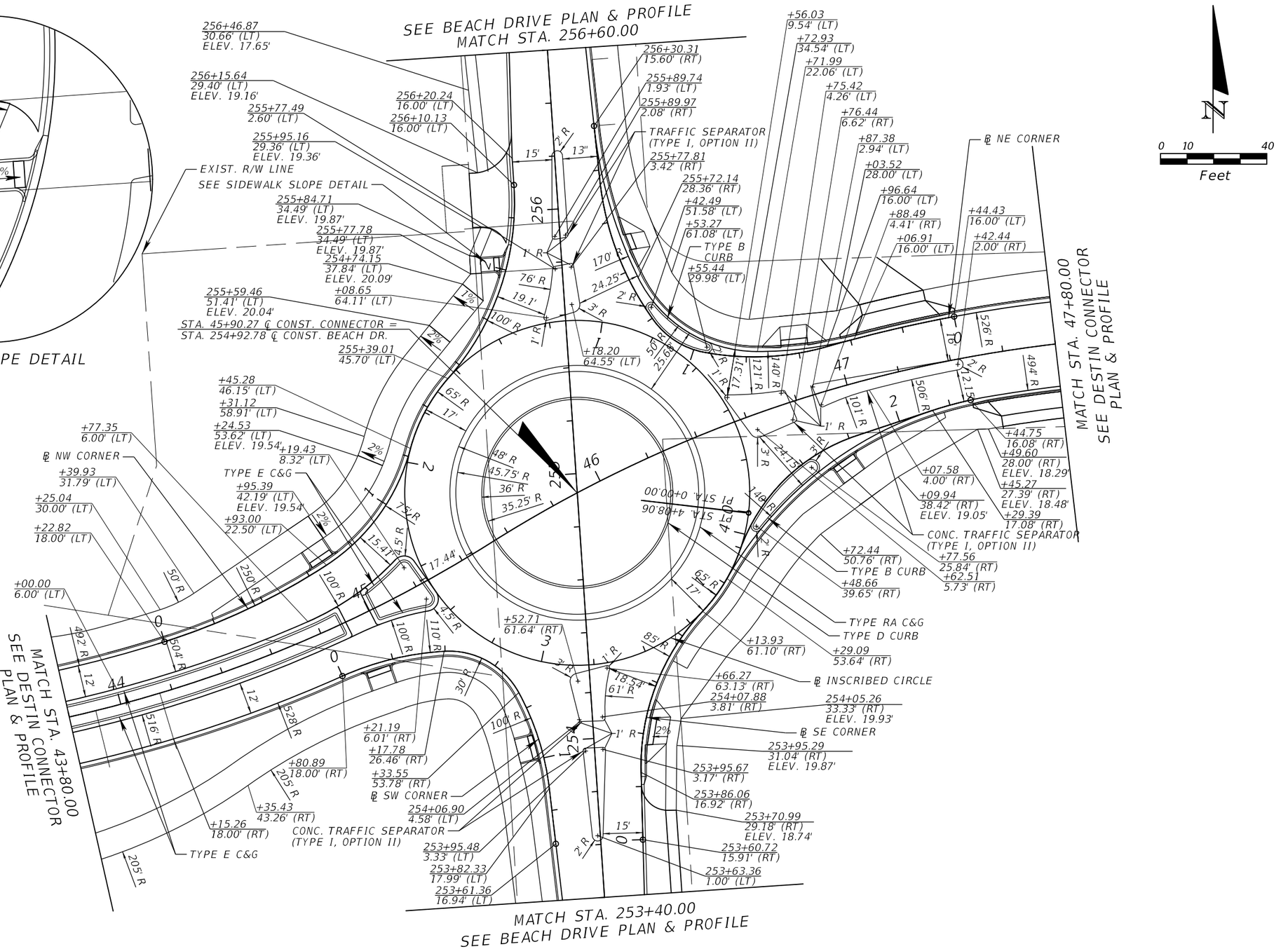
SHEET NO. 31

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

EXHIBIT A - ROADWAY PLANS



SIDEWALK SLOPE DETAIL



THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

EDWIN J. RAMOS, P.E.
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ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

INTERSECTION DETAILS BEACH AND LEGION (1)

SHEET NO. 32

CURVE DATA

℄ INSCRIBED CIRCLE

CURVE DATA INSCRIBED_CL
PI STA. = 0+00.00
Δ = 360° 00' 00" (LT)
D = 88° 08' 50"
T = 0.00
L = 408.41
R = 65.00
PC STA. = 0+00.00
PT STA. = 4+08.41

℄ NE CORNER

CURVE DATA NE_CORNER1_1
PI STA. = 0+24.66
Δ = 5° 22' 08" (LT)
D = 10° 53' 34"
T = 24.66
L = 49.29
R = 526.00
PC STA. = 0+00.00
PT STA. = 0+49.29

CURVE DATA NE_CORNER1_2
PI STA. = 0+73.22
Δ = 26° 55' 04" (RT)
D = 57° 17' 45"
T = 23.93
L = 46.98
R = 100.00
PC STA. = 0+49.29
PT STA. = 0+96.27

CURVE DATA NE_CORNER1_3
PI STA. = 1+01.97
Δ = 21° 30' 01" (RT)
D = 190° 59' 09"
T = 5.70
L = 11.26
R = 30.00
PC STA. = 0+96.27
PT STA. = 1+07.53

CURVE DATA NE_CORNER1_4
PI STA. = 1+13.22
Δ = 21° 30' 01" (RT)
D = 190° 59' 09"
T = 5.70
L = 11.26
R = 30.00
PC STA. = 1+07.53
PT STA. = 1+18.79

CURVE DATA NE_CORNER1_5
PI STA. = 1+48.19
Δ = 29° 56' 04" (RT)
D = 52° 05' 13"
T = 29.41
L = 57.47
R = 110.00
PC STA. = 1+18.79
PT STA. = 1+76.26

℄ NW CORNER

CURVE DATA NW_CORNER_1
PI STA. = 0+34.06
Δ = 15° 30' 59" (LT)
D = 22° 55' 06"
T = 34.06
L = 67.70
R = 250.00
PC STA. = 0+00.00
PT STA. = 0+67.70

CURVE DATA NW_CORNER_2
PI STA. = 0+96.74
Δ = 42° 19' 32" (LT)
D = 76° 23' 27"
T = 29.04
L = 55.41
R = 75.00
PC STA. = 0+67.70
PT STA. = 1+23.11

CURVE DATA NW_CORNER_3
PI STA. = 1+38.46
Δ = 26° 34' 44" (RT)
D = 88° 08' 50"
T = 15.35
L = 30.15
R = 65.00
PC STA. = 1+23.11
PT STA. = 1+53.26

CURVE DATA NW_CORNER_4
PI STA. = 1+95.02
Δ = 45° 19' 46" (LT)
D = 57° 17' 45"
T = 41.76
L = 79.11
R = 100.00
PC STA. = 1+53.26
PT STA. = 2+32.38

℄ SE CORNER

CURVE DATA SE_CORNER_1
PI STA. = 0+60.52
Δ = 44° 56' 30" (RT)
D = 67° 24' 24"
T = 35.16
L = 66.67
R = 85.00
PC STA. = 0+25.36
PT STA. = 0+92.04

CURVE DATA SE_CORNER_2
PI STA. = 1+05.83
Δ = 23° 58' 05" (LT)
D = 88° 08' 50"
T = 13.80
L = 27.19
R = 65.00
PC STA. = 0+92.04
PT STA. = 1+19.23

CURVE DATA SE_CORNER_3
PI STA. = 1+53.55
Δ = 52° 14' 40" (RT)
D = 81° 51' 04"
T = 34.33
L = 63.83
R = 70.00
PC STA. = 1+19.23
PT STA. = 1+83.05

CURVE DATA SE_CORNER_4
PI STA. = 2+20.60
Δ = 6° 05' 59" (RT)
D = 40° 55' 32"
T = 7.46
L = 14.90
R = 140.00
PC STA. = 2+13.14
PT STA. = 2+28.05

℄ SW CORNER

CURVE DATA SW_CORNER_1
PI STA. = 0+20.03
Δ = 20° 38' 30" (RT)
D = 52° 05' 13"
T = 20.03
L = 39.63
R = 110.00
PC STA. = 0+00.00
PT STA. = 0+39.63

CURVE DATA SW_CORNER_2
PI STA. = 0+58.69
Δ = 64° 51' 09" (RT)
D = 190° 59' 09"
T = 19.06
L = 33.96
R = 30.00
PC STA. = 0+39.63
PT STA. = 0+73.59

CURVE DATA SW_CORNER_3
PI STA. = 0+92.90
Δ = 21° 51' 39" (RT)
D = 57° 17' 45"
T = 19.31
L = 38.15
R = 100.00
PC STA. = 0+73.59
PT STA. = 1+11.74

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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

EDWIN J. RAMOS, P.E.
P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

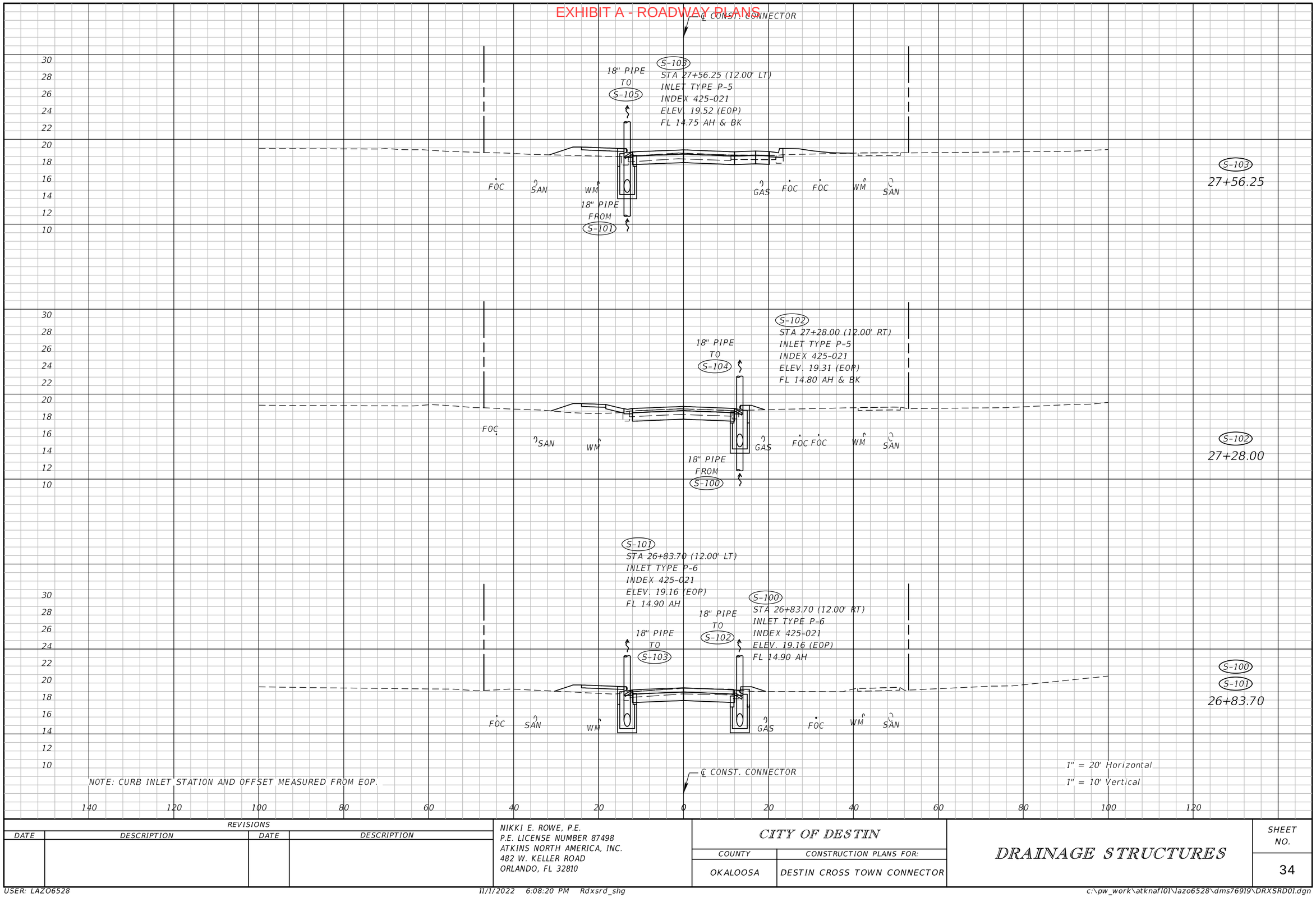
CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

INTERSECTION DETAILS BEACH AND LEGION (2)

SHEET NO. 33

EXHIBIT A - ROADWAY PLANS



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

NIKKI E. ROWE, P.E.
P.E. LICENSE NUMBER 87498
ATKINS NORTH AMERICA, INC.
482 W. KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

DRAINAGE STRUCTURES

SHEET NO. 34

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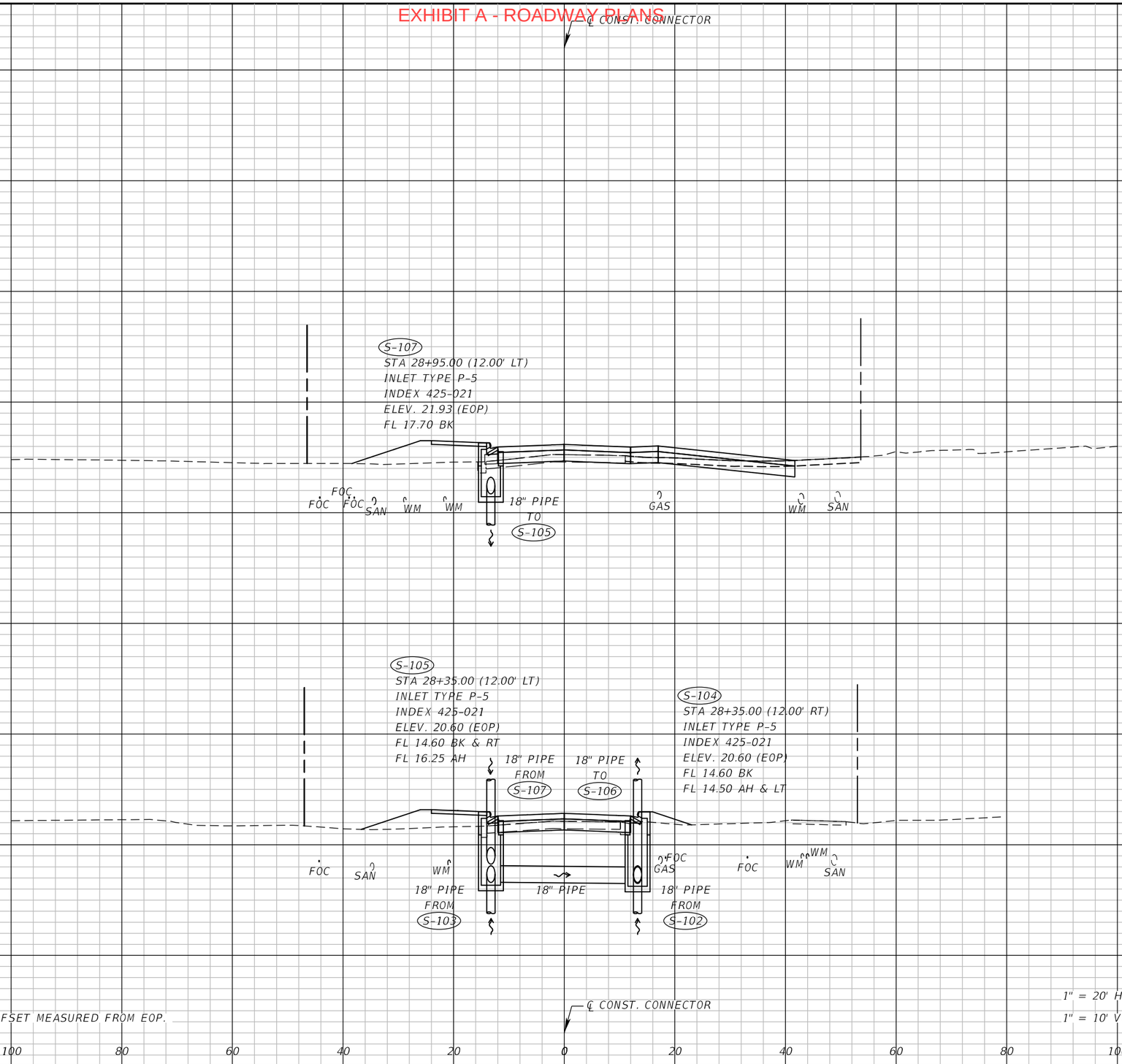
EXHIBIT A - ROADWAY PLANS



S-107
28+95.00

S-104
S-105
28+35.00

NOTE: CURB INLET STATION AND OFFSET MEASURED FROM EOP.

1" = 20' Horizontal
1" = 10' Vertical

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P.E. LICENSE NUMBER 87498
ATKINS NORTH AMERICA, INC.
482 W. KELLER ROAD
ORLANDO, FL 32810

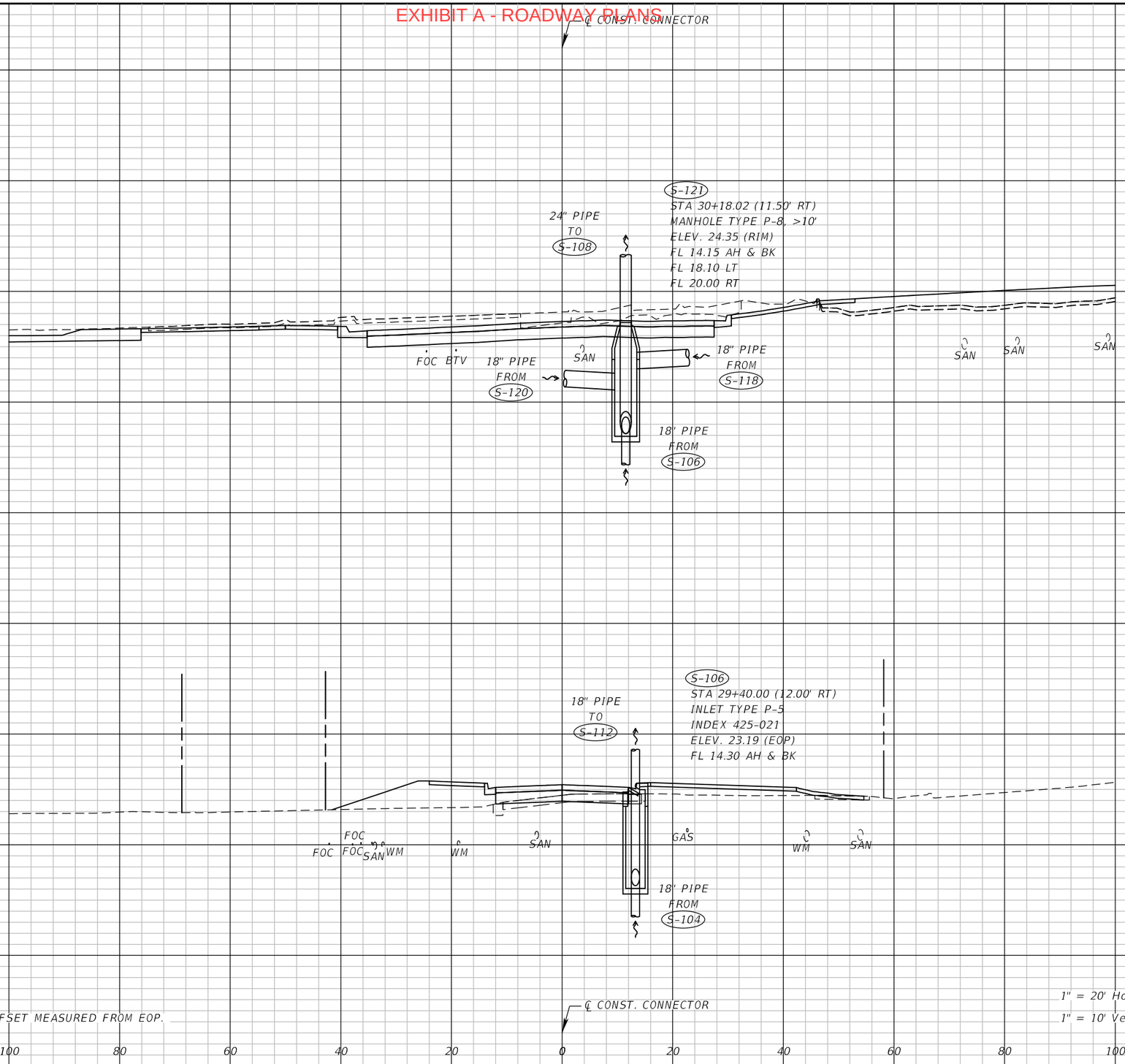
CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

DRAINAGE STRUCTURES

SHEET NO. 35

EXHIBIT A - ROADWAY PLANS



S-121
30+18.02

S-106
29+40.00

NOTE: CURB INLET STATION AND OFFSET MEASURED FROM EOP.

1" = 20' Horizontal
1" = 10' Vertical

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482 W. KELLER ROAD
ORLANDO, FL 32810

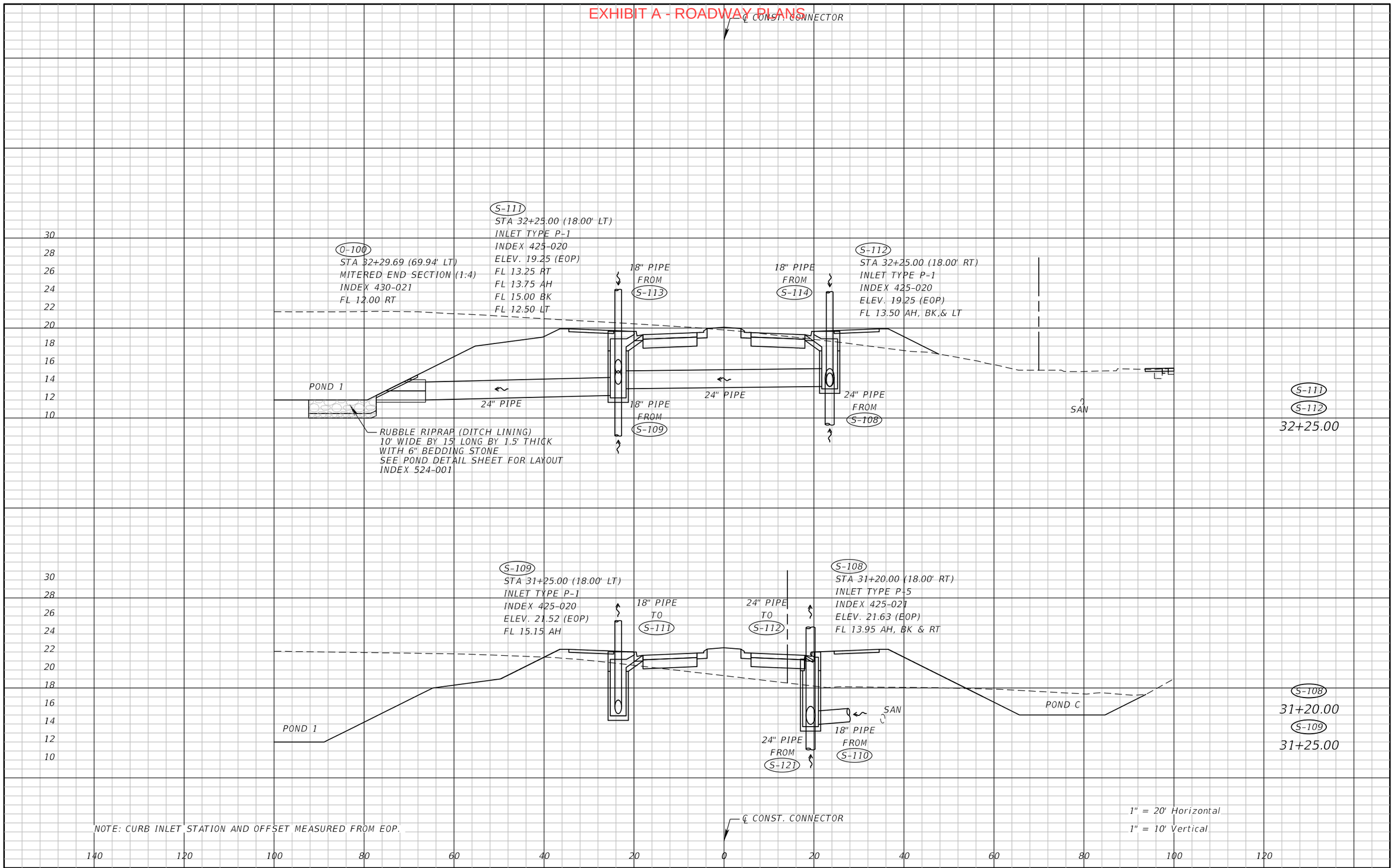
CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

DRAINAGE STRUCTURES

SHEET NO. 36

EXHIBIT A - ROADWAY PLANS



NOTE: CURB INLET STATION AND OFFSET MEASURED FROM EOP.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

NIKKI E. ROWE, P.E.
P.E. LICENSE NUMBER 87498
ATKINS NORTH AMERICA, INC.
482 W. KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

DRAINAGE STRUCTURES

SHEET NO. 37

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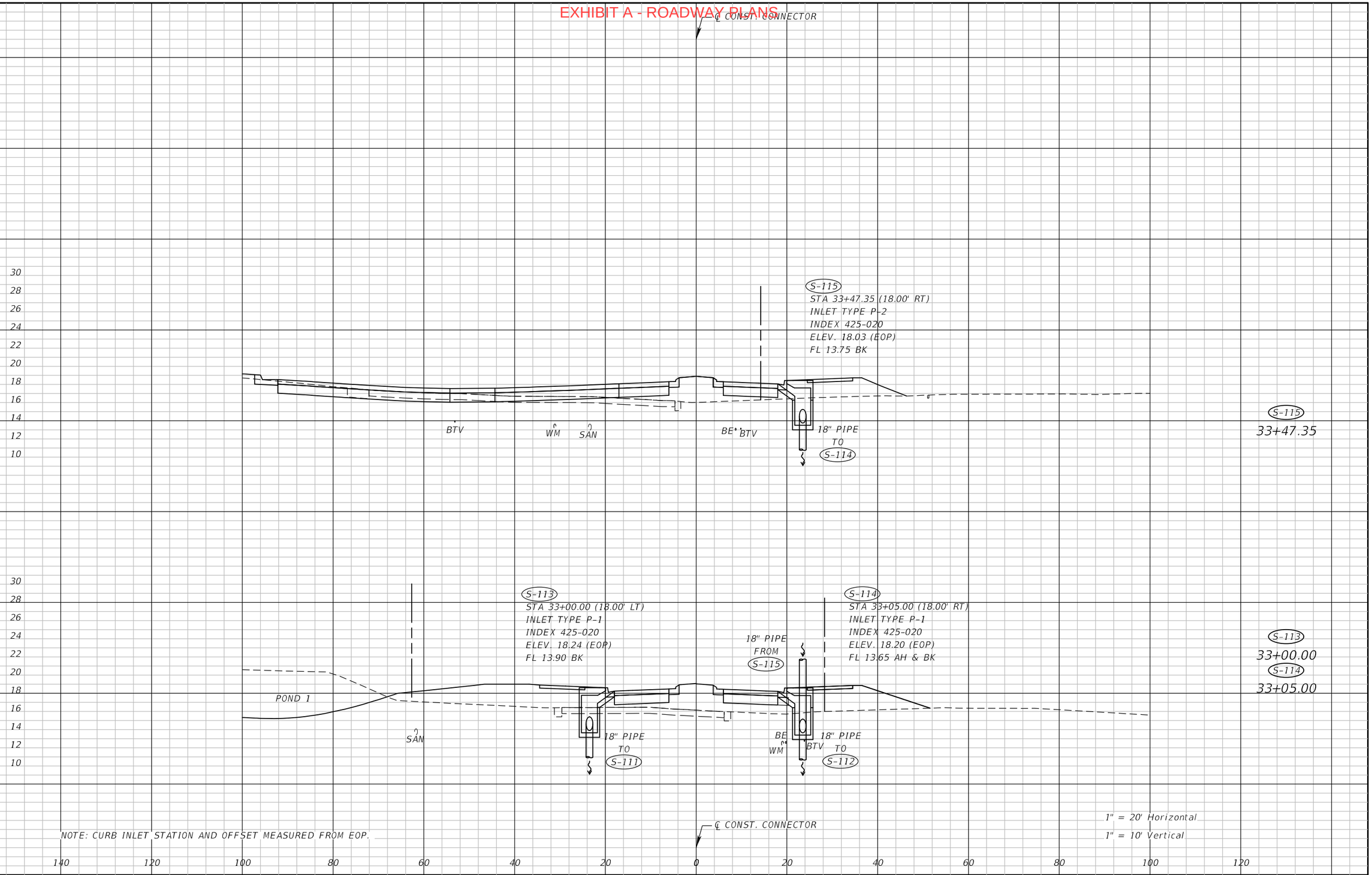
EXHIBIT A - ROADWAY PLANS



NOTE: CURB INLET STATION AND OFFSET MEASURED FROM EOP.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

NIKKI E. ROWE, P.E.
P.E. LICENSE NUMBER 87498
ATKINS NORTH AMERICA, INC.
482 W. KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

DRAINAGE STRUCTURES

SHEET NO. 38

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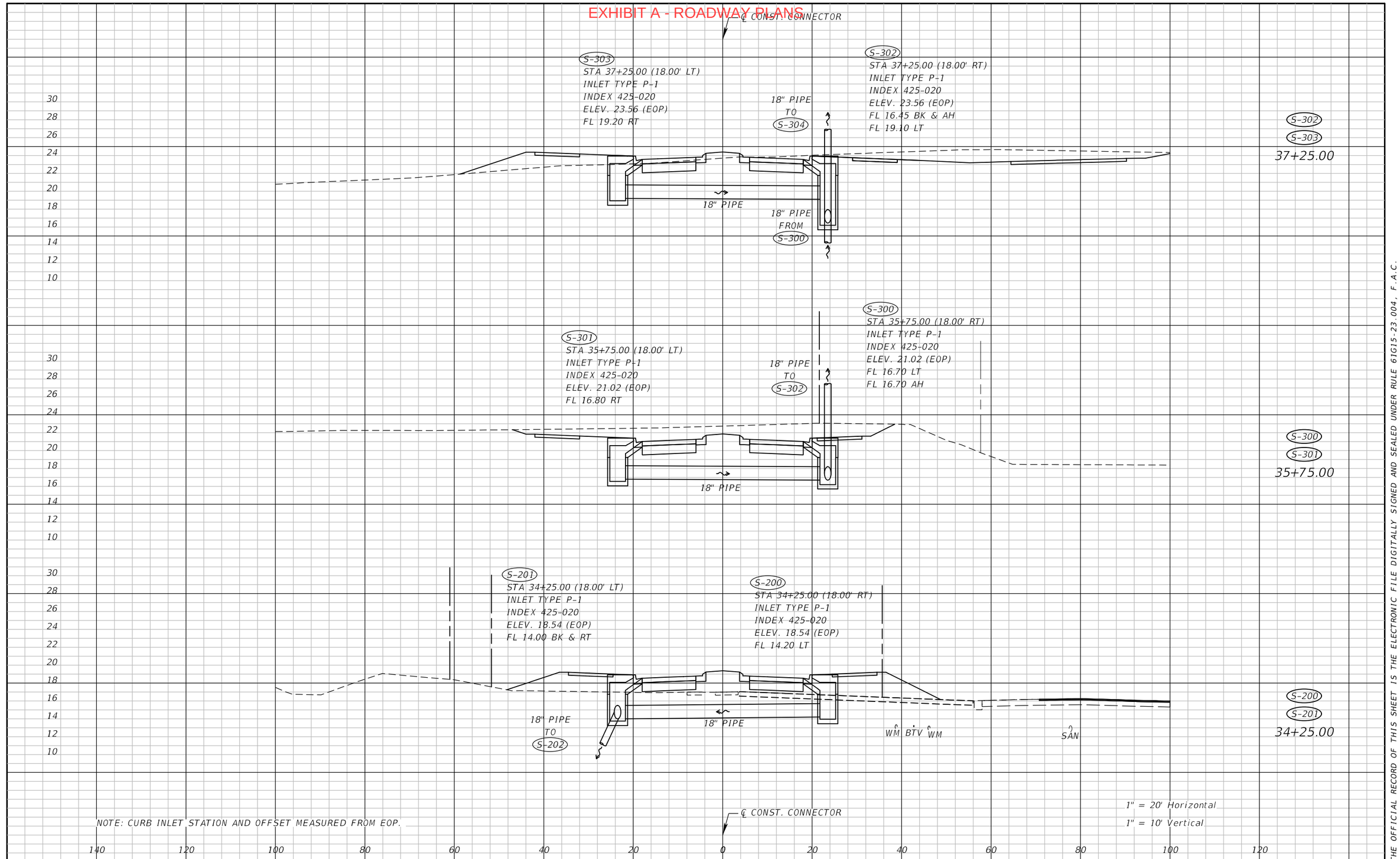
EXHIBIT A - ROADWAY PLANS



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

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P.E. LICENSE NUMBER 87498
ATKINS NORTH AMERICA, INC.
482 W. KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

DRAINAGE STRUCTURES

SHEET NO. 39

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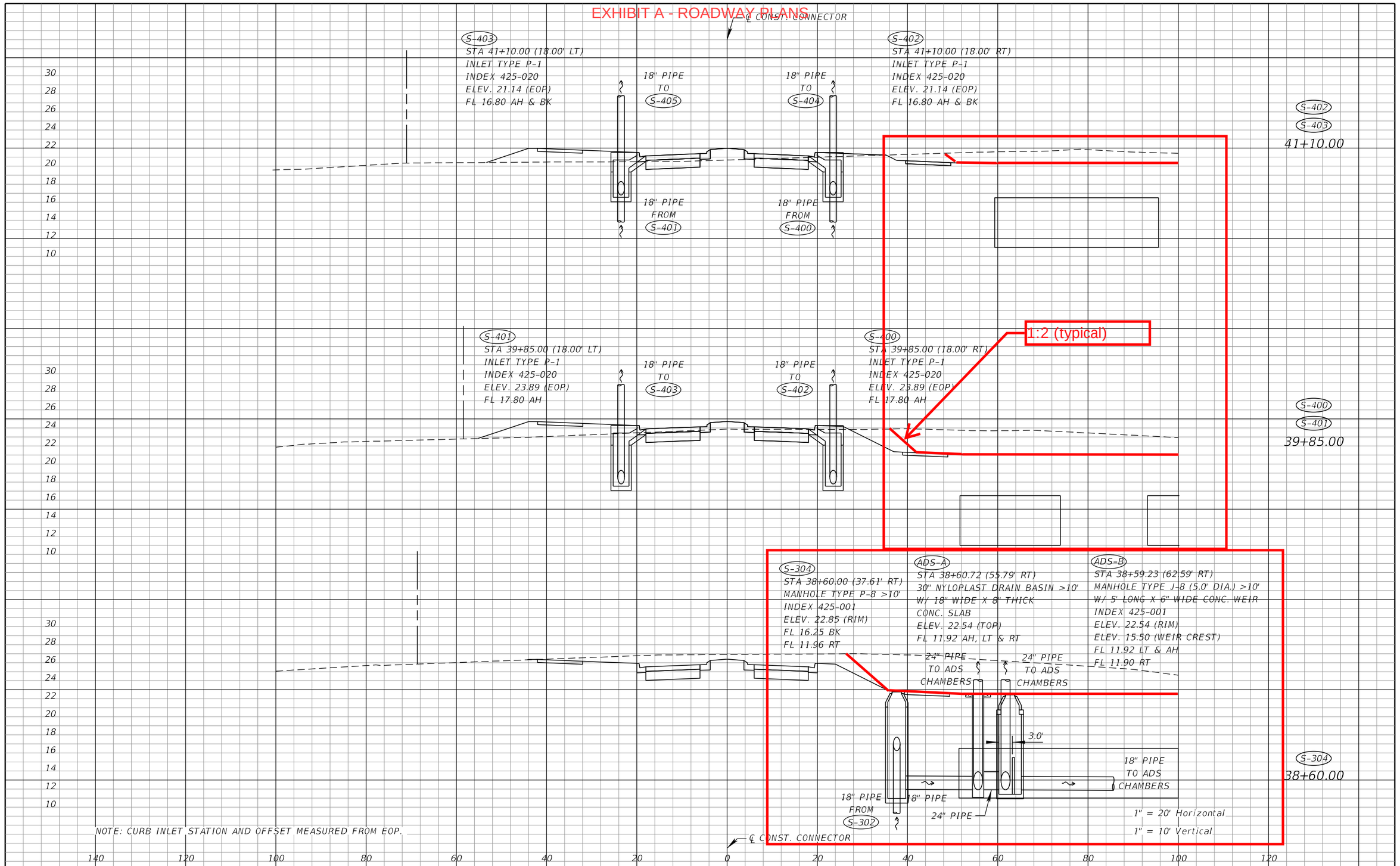
EXHIBIT A - ROADWAY PLANS



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

NIKKI E. ROWE, P.E.
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ATKINS NORTH AMERICA, INC.
482 W. KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

DRAINAGE STRUCTURES

SHEET NO. 40

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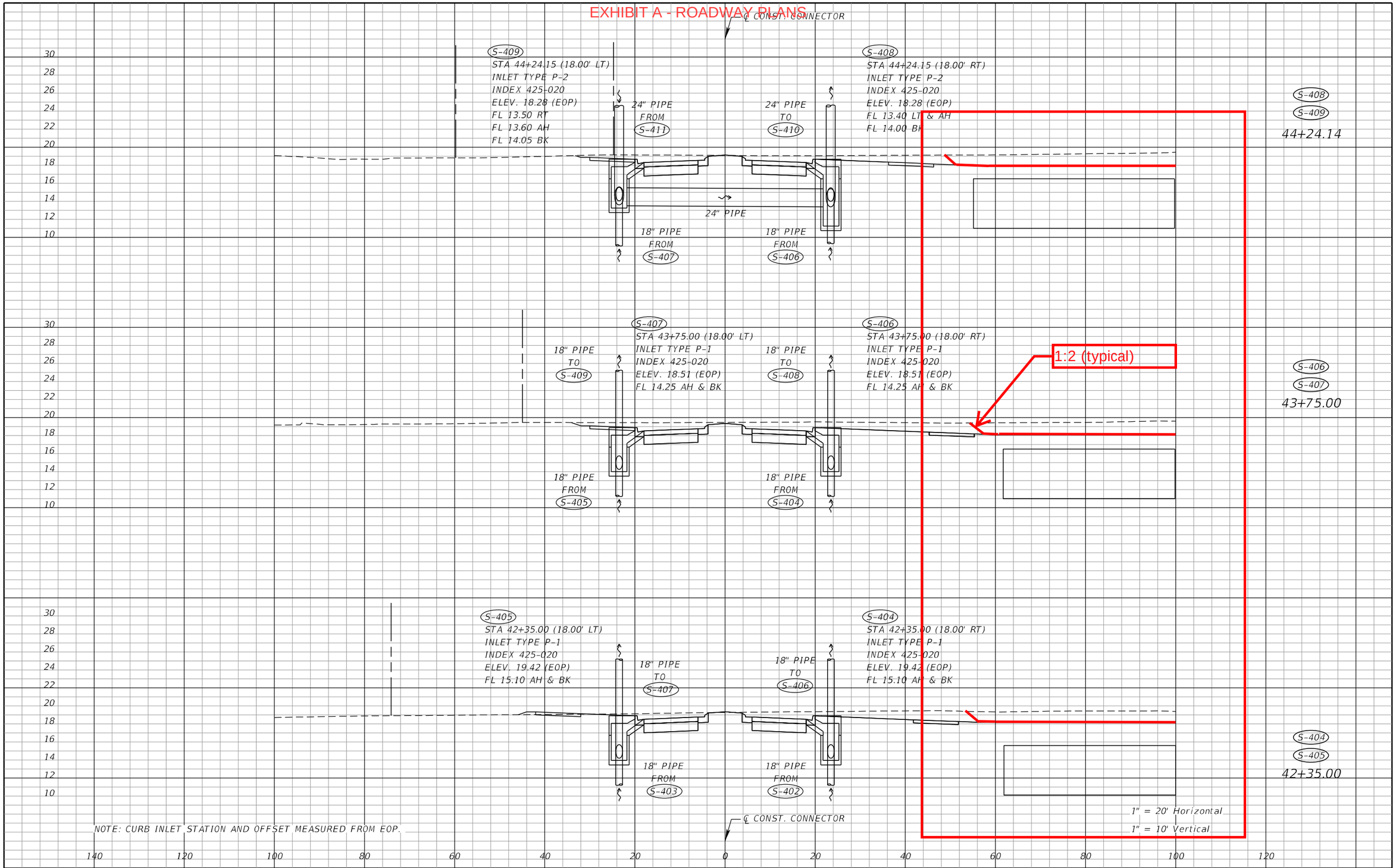
EXHIBIT A - ROADWAY PLANS



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482 W. KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

DRAINAGE STRUCTURES

SHEET NO. 41

EXHIBIT A - ROADWAY PLANS

℄ CONST. CONNECTOR

S-507
STA 47+53.53 (16.00' LT)
INLET TYPE P-5
INDEX 425-021
ELEV. 17.91 (EOP)
FL 13.70 AH & RT

18" PIPE FROM EX-5

BTV FOC

18" PIPE TO S-508

WM

SAN

FOC

REMOVE EXIST. INLET, PIPES AND FRENCH DRAIN

S-507
47+53.53

S-508
STA 47+42.00 (16.18' RT)
INLET TYPE J-5
INDEX 425-021
ELEV. 18.00 (EOP)
FL 13.60 LT, AH & BK

18" PIPE FROM EX-4

BTV FOC

18" PIPE FROM S-507

WM

FOC

REMOVE EXIST. INLET, PIPES AND FRENCH DRAIN

18" PIPE TO S-506

S-508
47+42.00

S-411
STA 44+72.00 (20.21' LT)
INLET TYPE P-1
INDEX 425-020
ELEV. 18.49 (EOP)
FL 13.70 AH & BK

18" PIPE FROM S-412

18" PIPE TO S-409

S-410
STA 44+72.00 (18.00' RT)
INLET TYPE P-1
INDEX 425-020
ELEV. 18.53 (EOP)
FL 13.20 BK & RT

24" PIPE FROM S-408

24" PIPE TO S-416

1:2 (typical)

S-410
S-411
44+72.00

1" = 20' Horizontal
1" = 10' Vertical

NOTE: CURB INLET STATION AND OFFSET MEASURED FROM EOP.

℄ CONST. CONNECTOR

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

NIKKI E. ROWE, P.E.
P.E. LICENSE NUMBER 87498
ATKINS NORTH AMERICA, INC.
482 W. KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

DRAINAGE STRUCTURES

SHEET NO. 42

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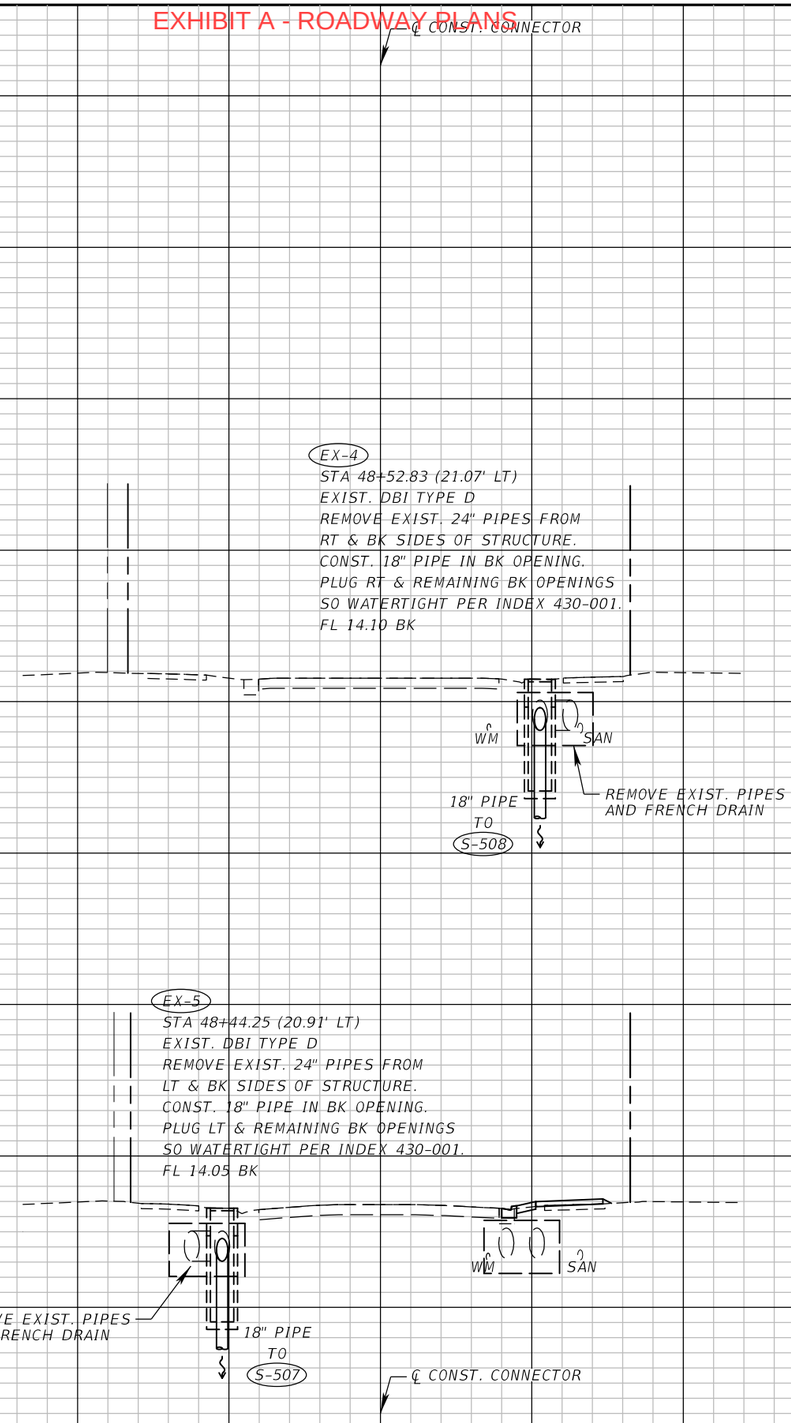
EXHIBIT A - ROADWAY PLANS



EX-4
48+52.83

EX-5
48+44.25

1" = 20' Horizontal
1" = 10' Vertical

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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

NIKKI E. ROWE, P.E.
P.E. LICENSE NUMBER 87498
ATKINS NORTH AMERICA, INC.
482 W. KELLER ROAD
ORLANDO, FL 32810

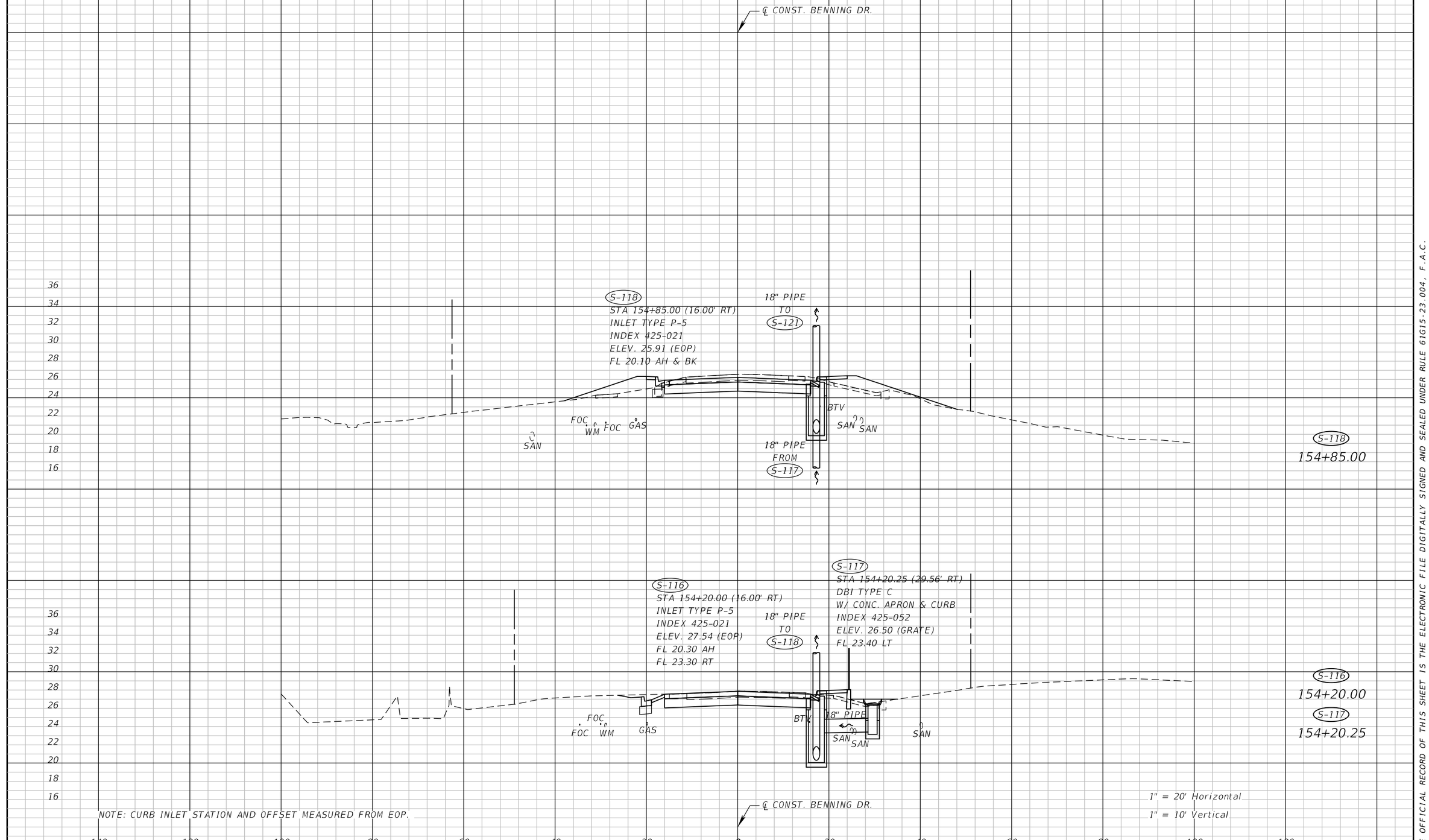
CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

DRAINAGE STRUCTURES

SHEET NO. 43

EXHIBIT A - ROADWAY PLANS



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

NIKKI E. ROWE, P.E.
P.E. LICENSE NUMBER 87498
ATKINS NORTH AMERICA, INC.
482 W. KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

DRAINAGE STRUCTURES
BENNING DR

SHEET NO. 44

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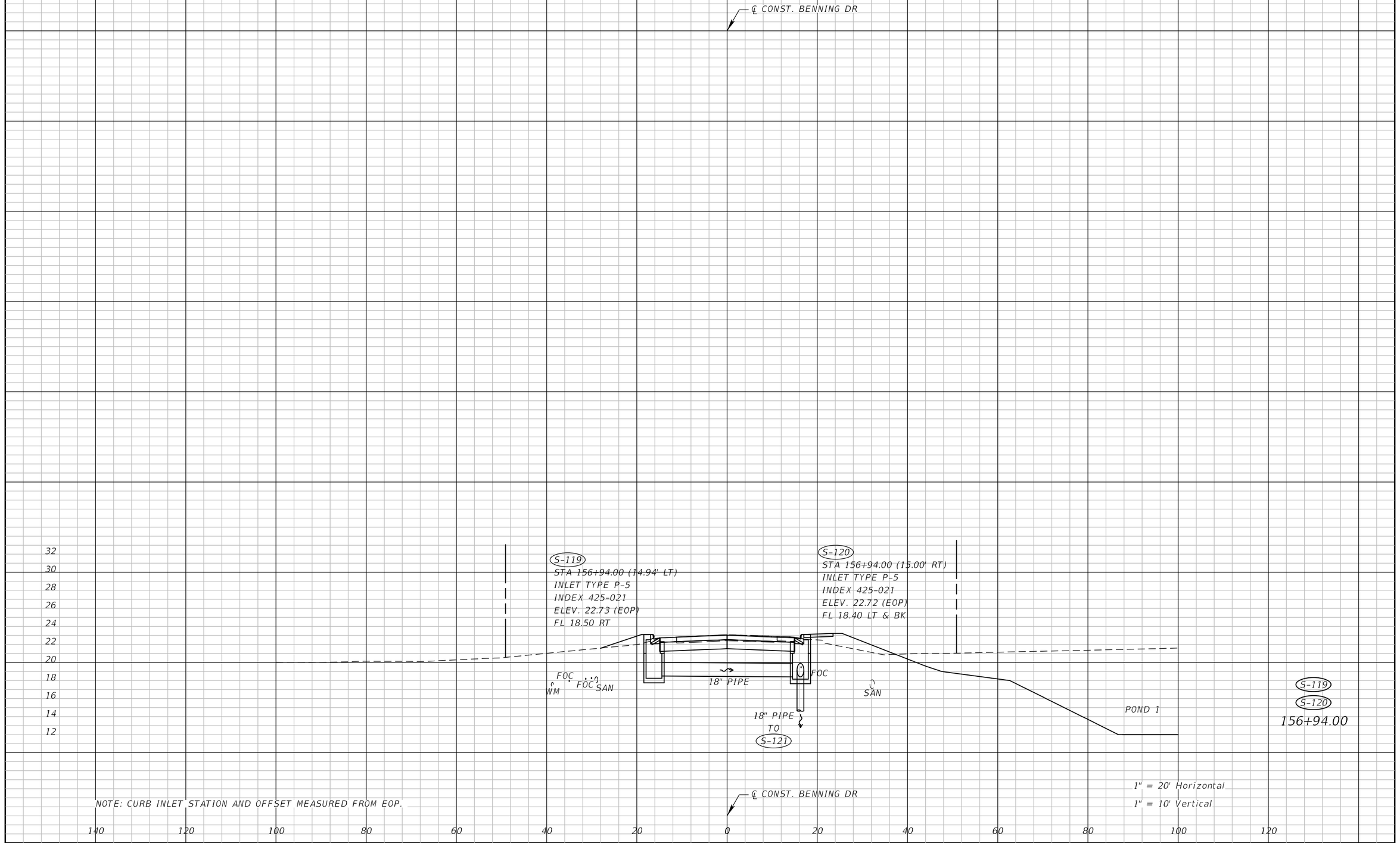
EXHIBIT A - ROADWAY PLANS



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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

NIKKI E. ROWE, P.E.
P.E. LICENSE NUMBER 87498
ATKINS NORTH AMERICA, INC.
482 W. KELLER ROAD
ORLANDO, FL 32810

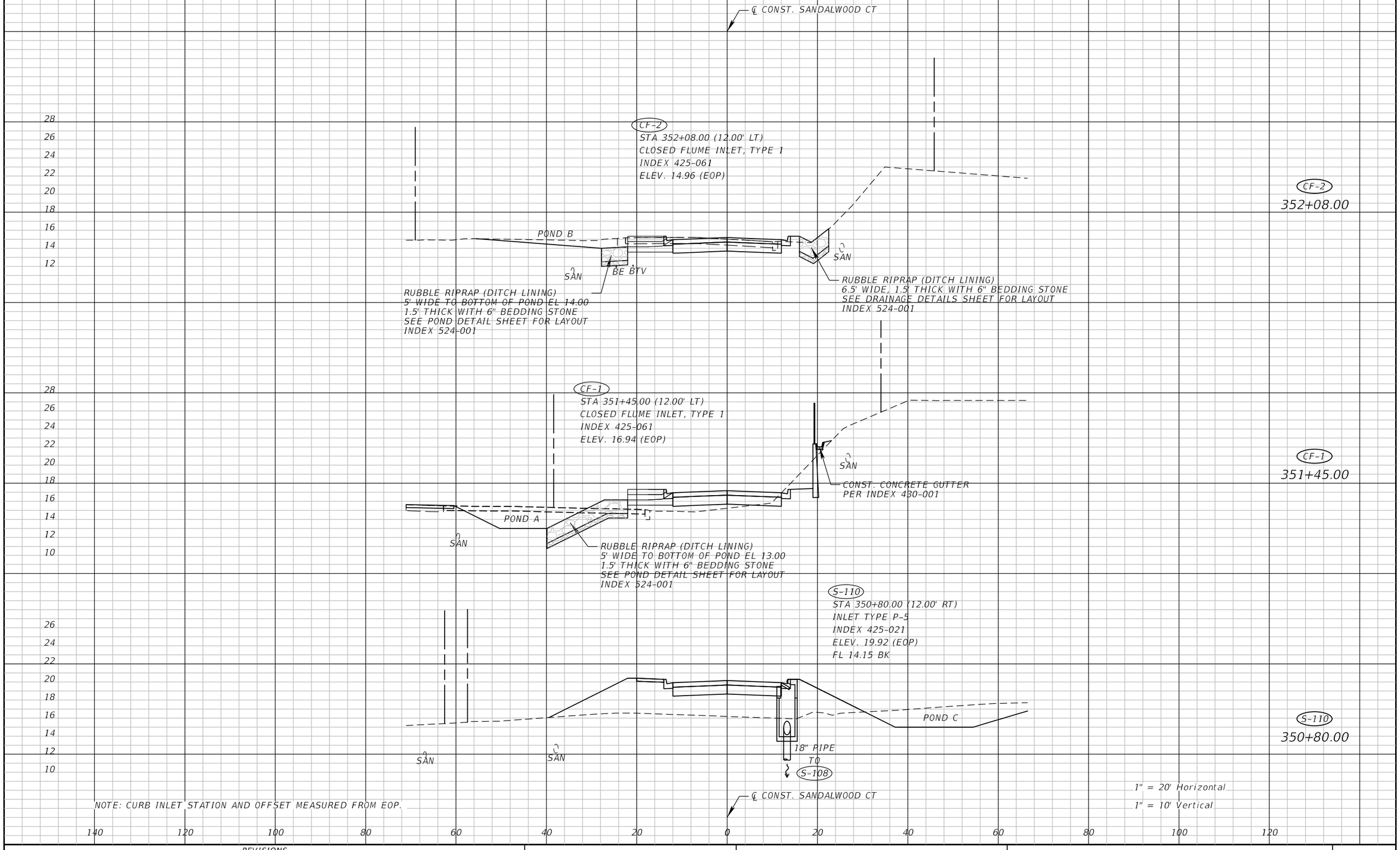
CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

DRAINAGE STRUCTURES
BENNING DR

SHEET NO. 45

EXHIBIT A - ROADWAY PLANS



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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

NIKKI E. ROWE, P.E.
P.E. LICENSE NUMBER 87498
ATKINS NORTH AMERICA, INC.
482 W. KELLER ROAD
ORLANDO, FL 32810

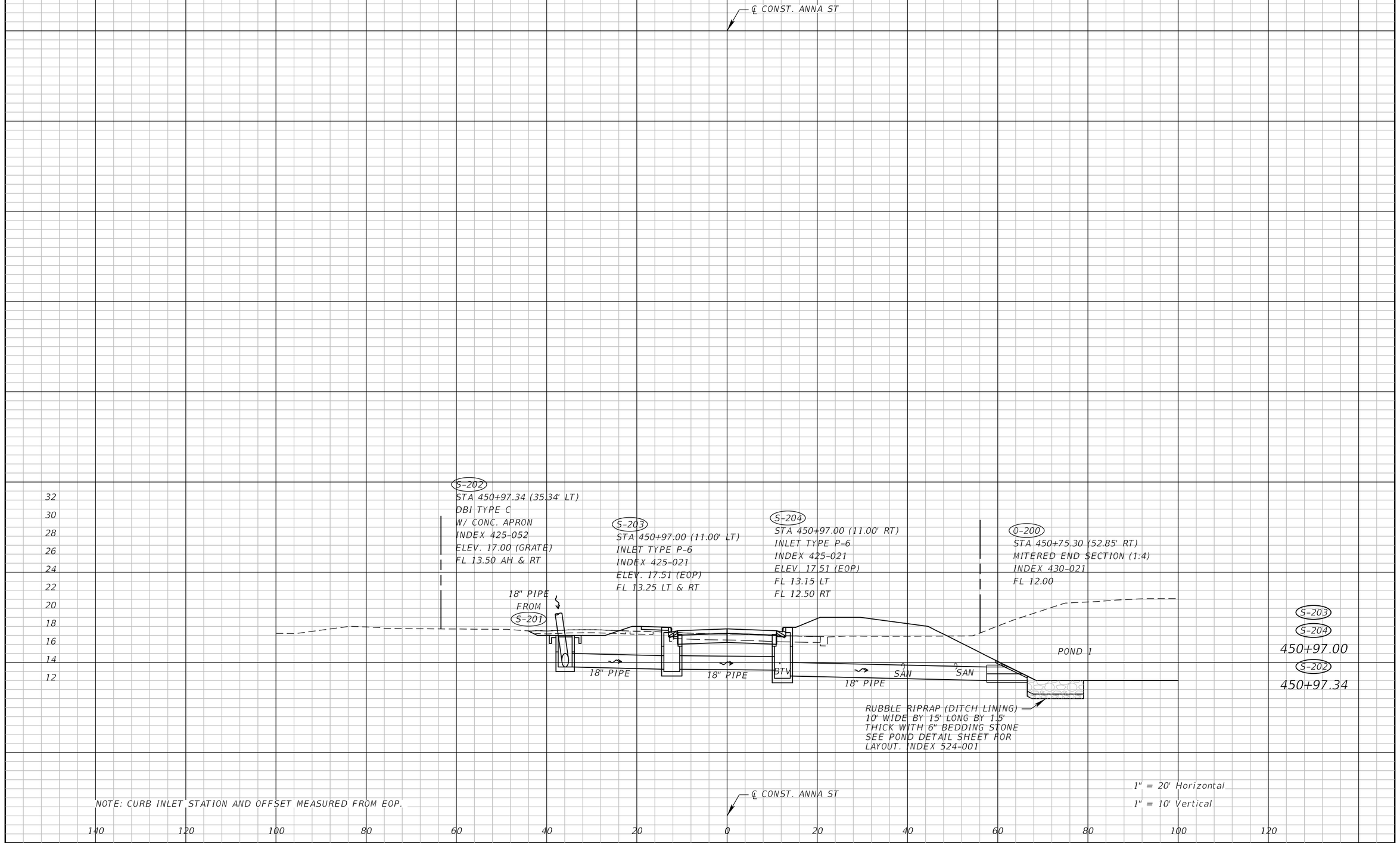
CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

DRAINAGE STRUCTURES SANDALWOOD CT

SHEET NO. 46

EXHIBIT A - ROADWAY PLANS



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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

NIKKI E. ROWE, P.E.
P.E. LICENSE NUMBER 87498
ATKINS NORTH AMERICA, INC.
482 W. KELLER ROAD
ORLANDO, FL 32810

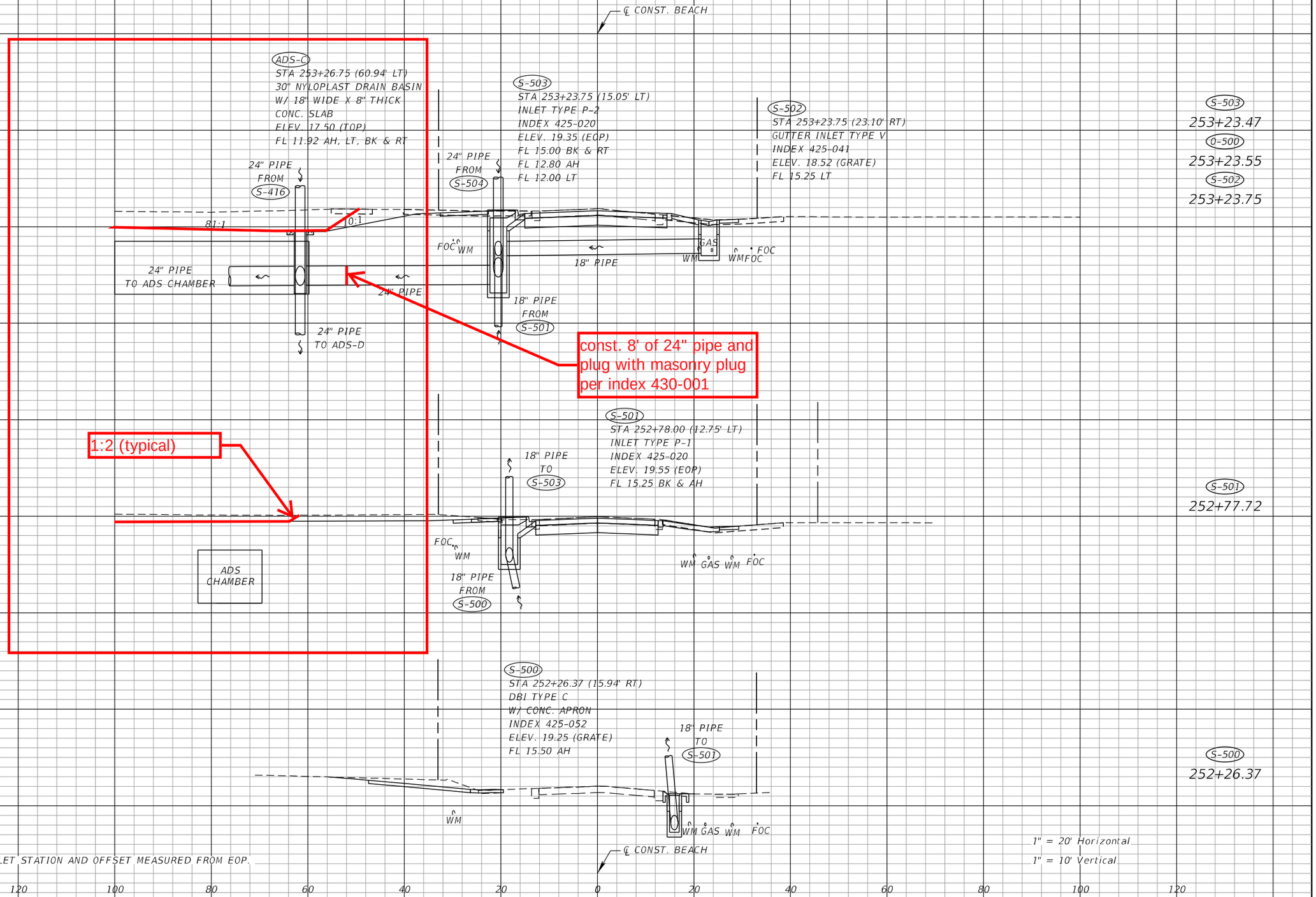
CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

DRAINAGE STRUCTURES
ANNA ST

SHEET NO. 47

EXHIBIT A - ROADWAY PLANS



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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

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482 W. KELLER ROAD
ORLANDO, FL 32810

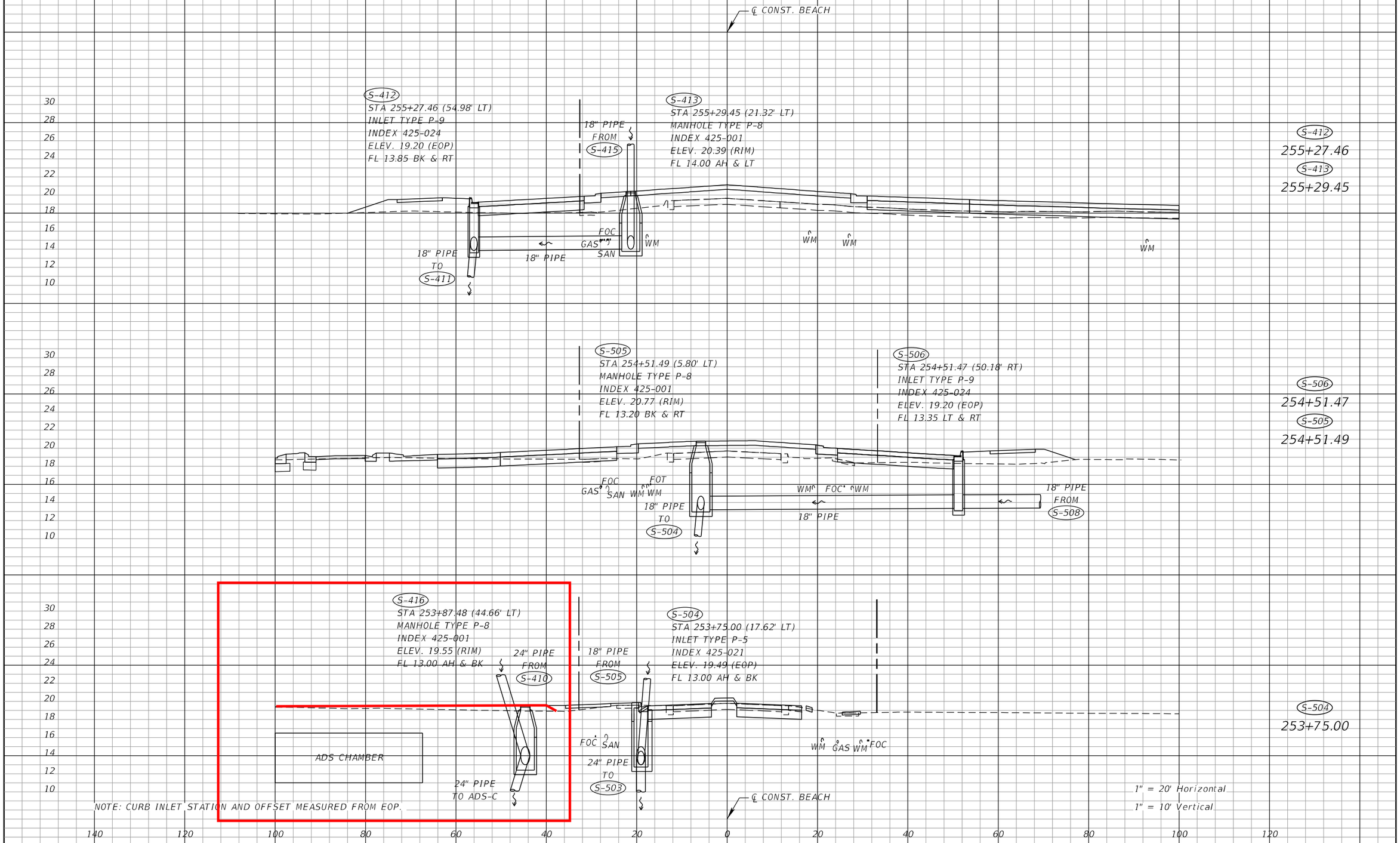
CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

DRAINAGE STRUCTURES BEACH

SHEET NO. 48

EXHIBIT A - ROADWAY PLANS



THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
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NIKKI E. ROWE, P.E.
P.E. LICENSE NUMBER 87498
ATKINS NORTH AMERICA, INC.
482 W. KELLER ROAD
ORLANDO, FL 32810

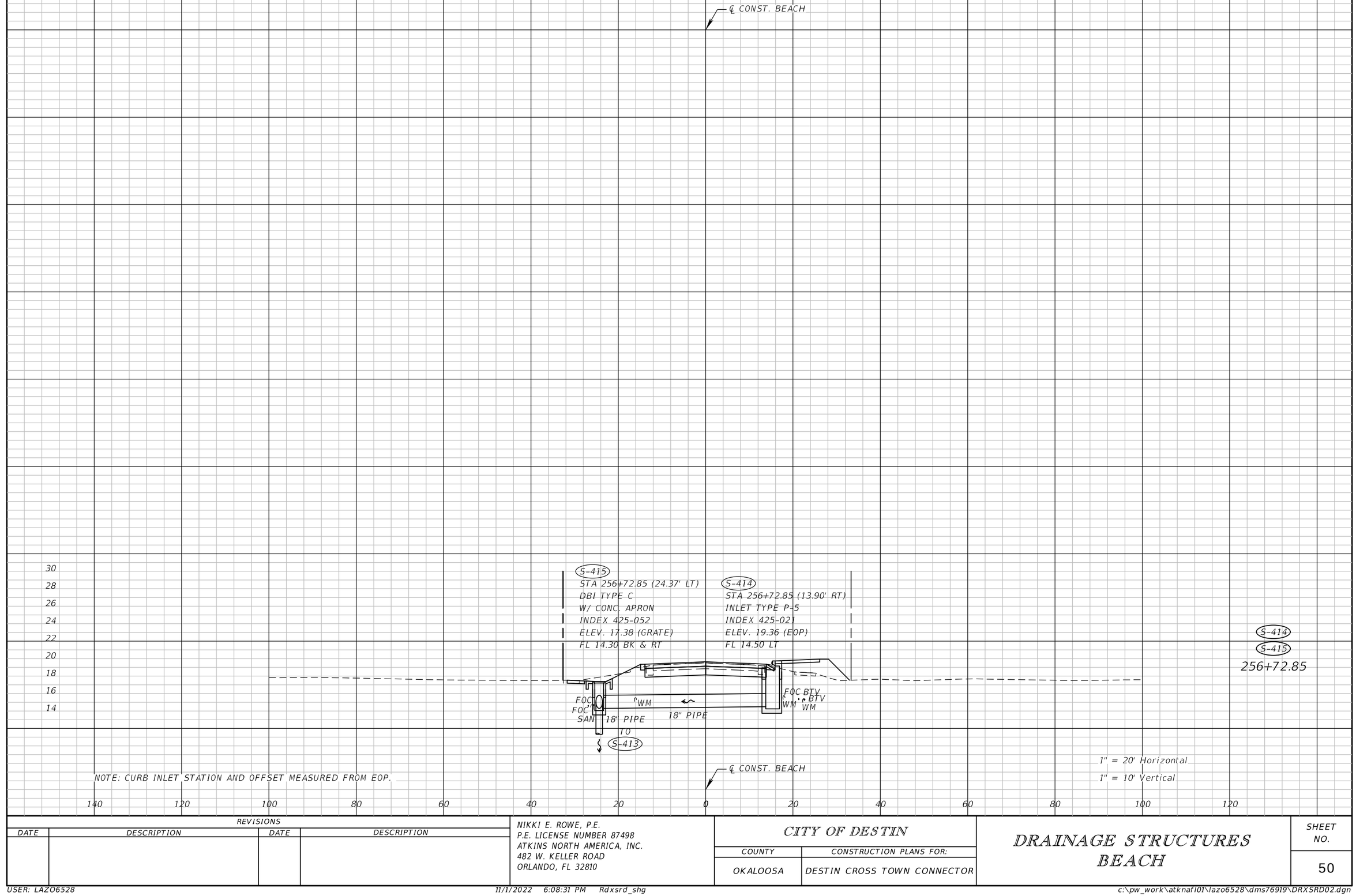
CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

DRAINAGE STRUCTURES BEACH

SHEET NO. 49

EXHIBIT A - ROADWAY PLANS



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

NIKKI E. ROWE, P.E.
P.E. LICENSE NUMBER 87498
ATKINS NORTH AMERICA, INC.
482 W. KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

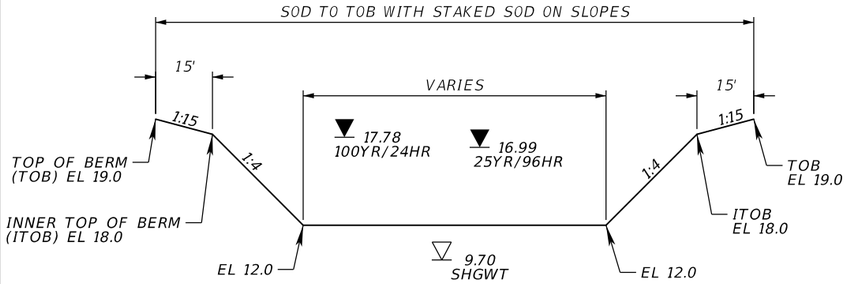
COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

DRAINAGE STRUCTURES BEACH

SHEET NO. 50

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

EXHIBIT A - ROADWAY PLANS

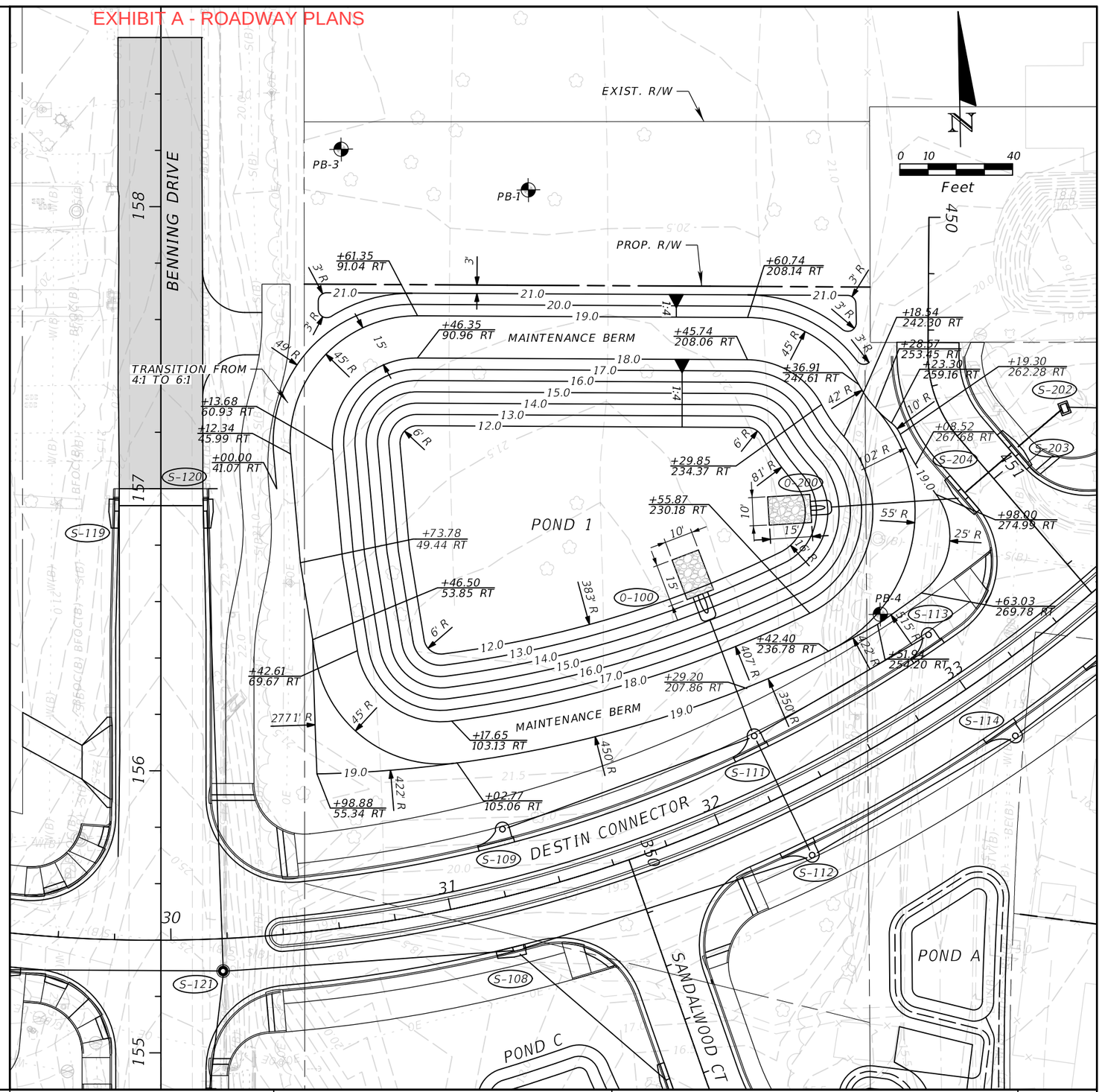


TYPICAL SECTION

NTS

NOTES:

1. STATION AND OFFSET CALLOUTS MEASURED FROM ℄ BENNING DRIVE.



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DATE	DESCRIPTION	DATE	DESCRIPTION

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P.E. LICENSE NUMBER 87498
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482 W. KELLER ROAD
ORLANDO, FL 32810

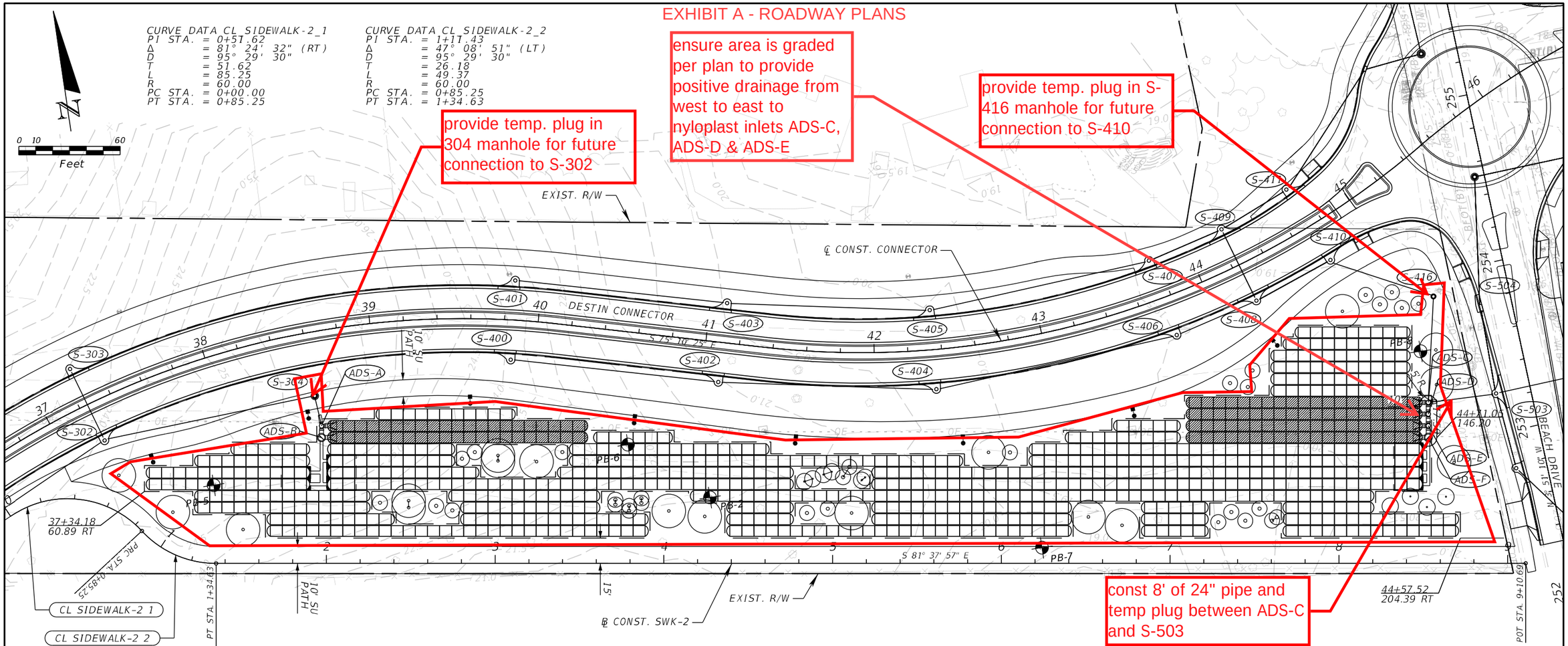
CITY OF DESTIN

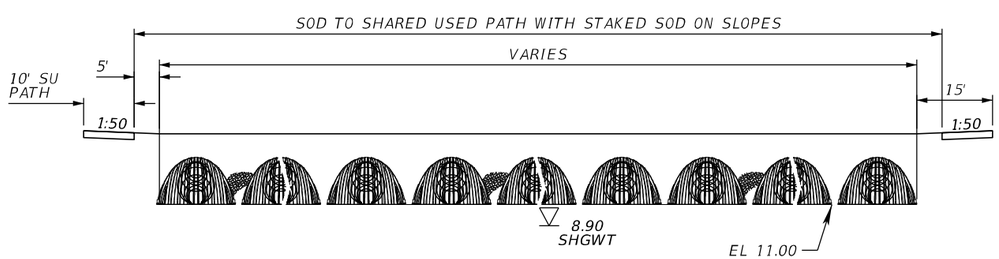
COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

POND 1 DETAIL

SHEET NO. 51

EXHIBIT A - ROADWAY PLANS





TYPICAL SECTION
NTS

ADS-D
STA 253+20.05 (62.40' LT)
30" NYLOPLAST DRAIN BASIN
W/ 18" WIDE X 8" THICK
CONC. SLAB
ELEV. 17.50 (TOP)
FL 11.92 AH, LT & BK

ADS-E
STA 253+13.29 (63.87' RT)
30" NYLOPLAST DRAIN BASIN
W/ 18" WIDE X 8" THICK
CONC. SLAB
ELEV. 17.50 (TOP)
FL 11.92 AH, LT & BK

ADS-F
STA 253+06.51 (65.32' RT)
MANHOLE TYPE J-8 (5.0' DIA.)
W/ 5' LONG X 6" WIDE CONC. WEIR
INDEX 425-001
ELEV. 17.50 (RIM)
ELEV. 14.50 (WEIR CREST)
FL 11.92 LT & AH
FL 11.90 BK

NOTES:
1. SEE ADS CHAMBER PLANS FOR MORE INFORMATION
2. STATION AND OFFSET CALLOUTS MEASURED FROM ℄ CONST. CONNECTOR.

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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

NIKKI E. ROWE, P.E.
P.E. LICENSE NUMBER 87498
ATKINS NORTH AMERICA, INC.
482 W. KELLER ROAD
ORLANDO, FL 32810

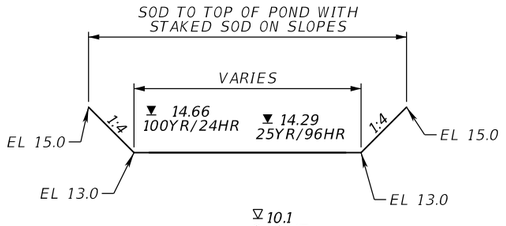
CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

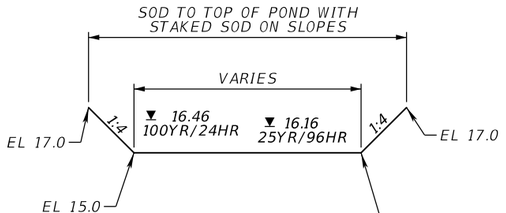
POND DETAIL - STORMWATER CHAMBER

SHEET NO. 52

EXHIBIT A - ROADWAY PLANS



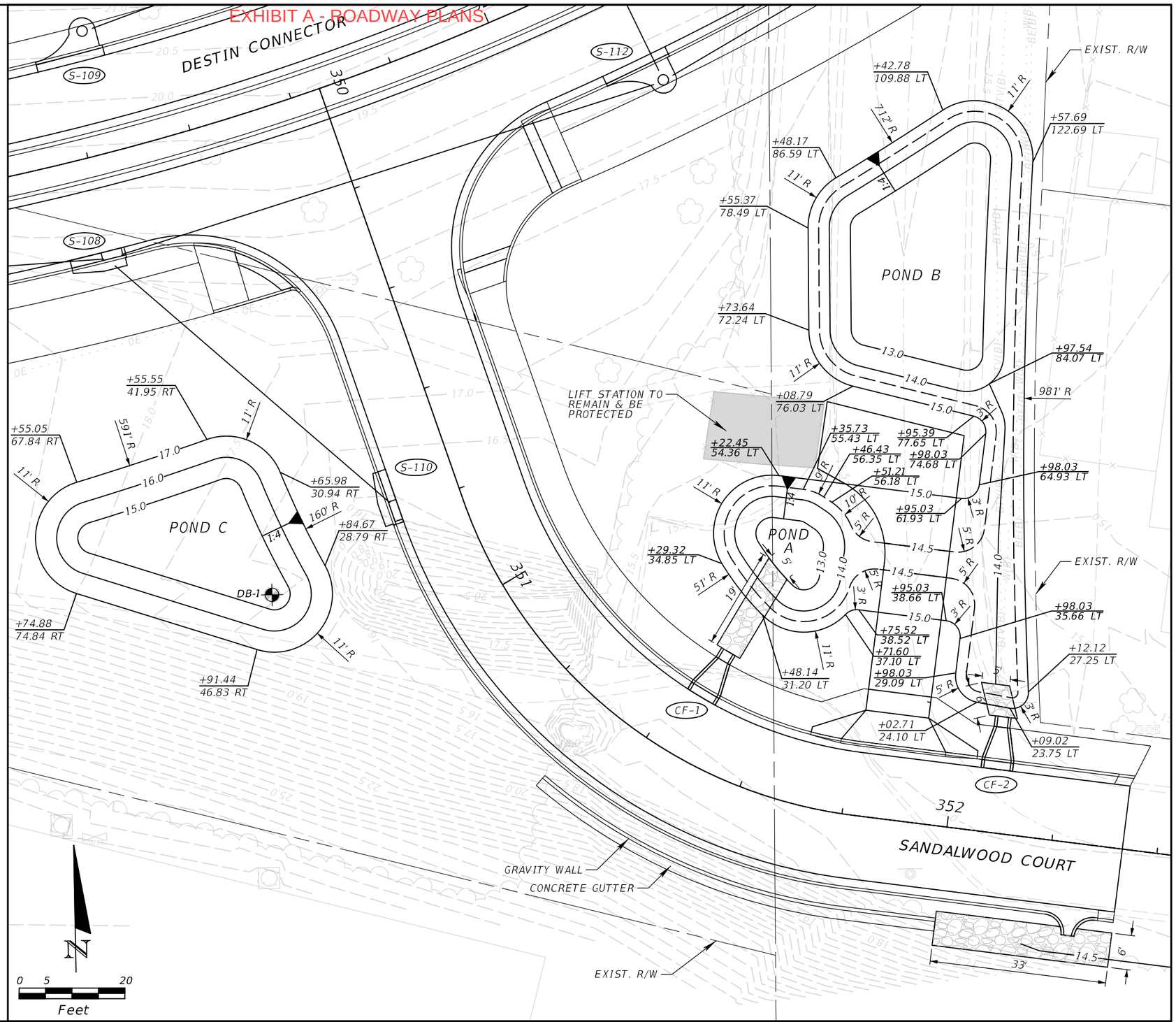
TYPICAL SECTION - PONDS A & B
NTS



TYPICAL SECTION - POND C
NTS

NOTES:

1. STATION AND OFFSET CALLOUTS MEASURED FROM ℄ SANDALWOOD COURT.



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NIKKI E. ROWE, P.E.
P.E. LICENSE NUMBER 87498
ATKINS NORTH AMERICA, INC.
482 W. KELLER ROAD
ORLANDO, FL 32810

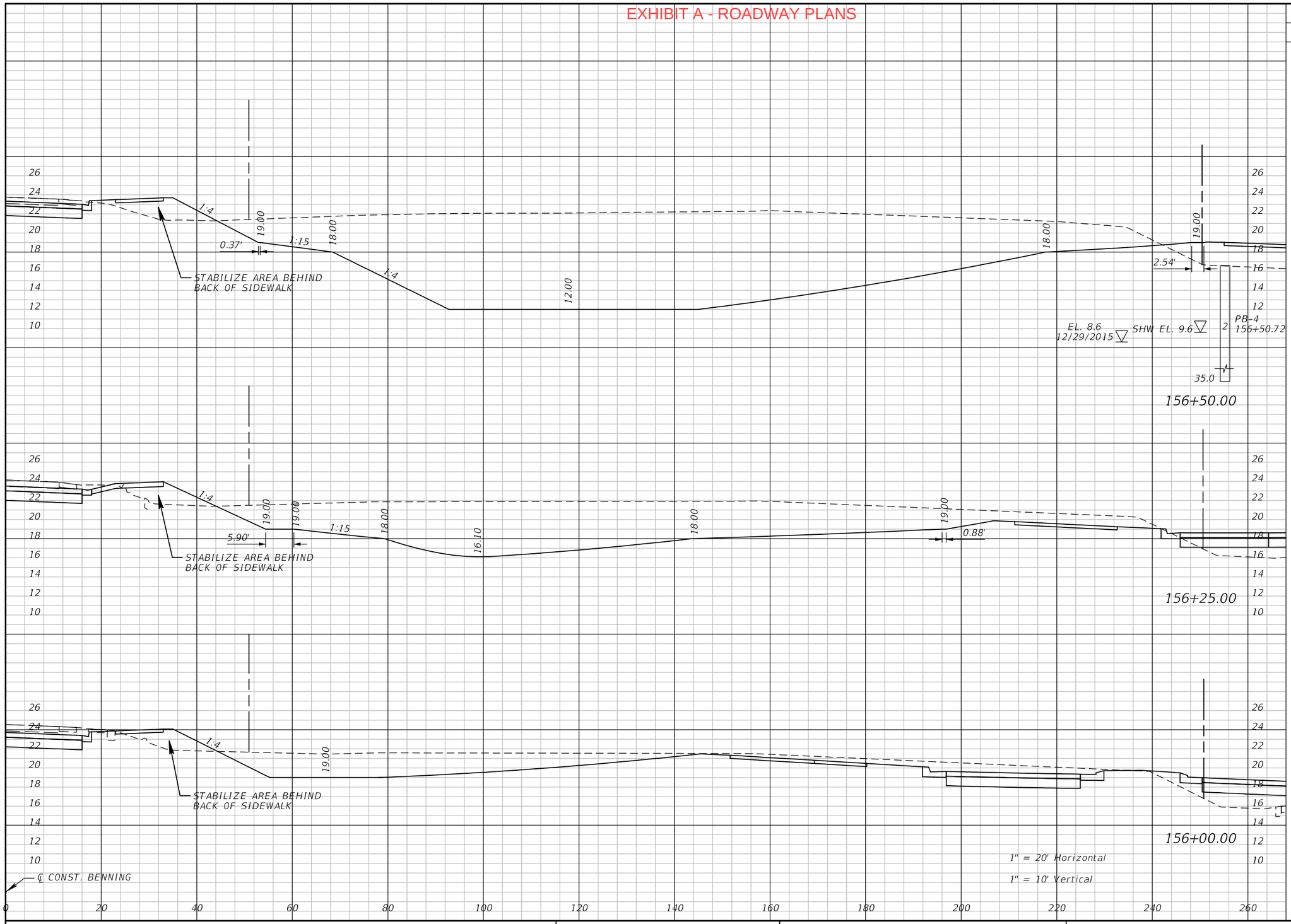
CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

PONDS A, B & C DETAIL

SHEET NO. 53

EXHIBIT A - ROADWAY PLANS



Regular Exc.		Embankment	
A	V	A	V
1328		22	
	891		16
597		13	
	356		11
173		11	

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NIKKI E. ROWE, P.E.
P.E. LICENSE NUMBER 87498
ATKINS NORTH AMERICA, INC.
482 W. KELLER ROAD
ORLANDO, FL 32810
CERTIFICATE OF AUTHORIZATION: 24

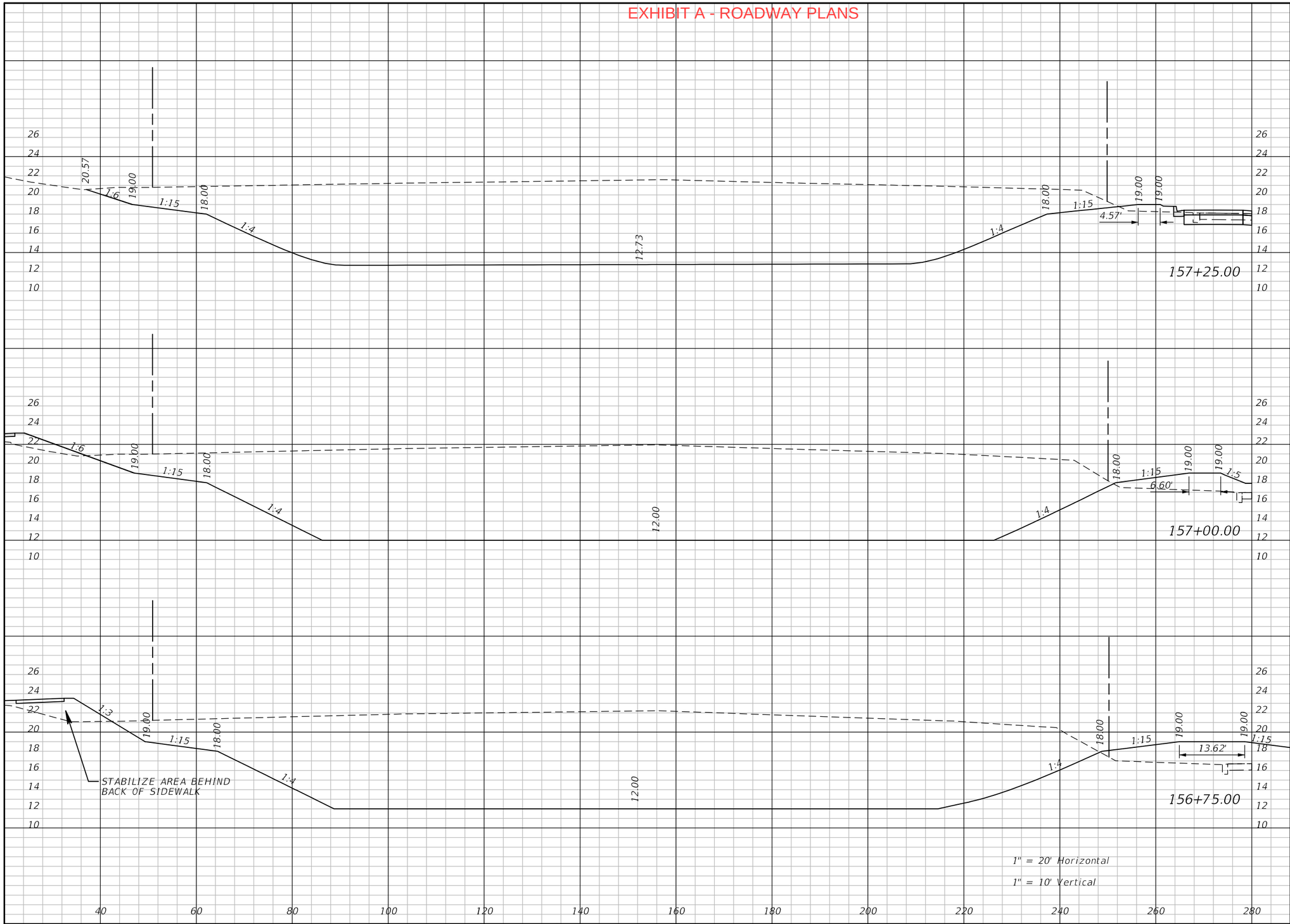
CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

POND 1 CROSS SECTIONS

SHEET NO. 54

EXHIBIT A - ROADWAY PLANS



Regular Exc.		Embankment	
A	V	A	V
1423		6	
	1429		24
1664		47	
	1534		51
1649		64	
	1378		40

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REVISIONS

DATE	DESCRIPTION	DATE	DESCRIPTION

NIKKI E. ROWE, P.E.
P.E. LICENSE NUMBER 87498
ATKINS NORTH AMERICA, INC.
482 W. KELLER ROAD
ORLANDO, FL 32810
CERTIFICATE OF AUTHORIZATION: 24

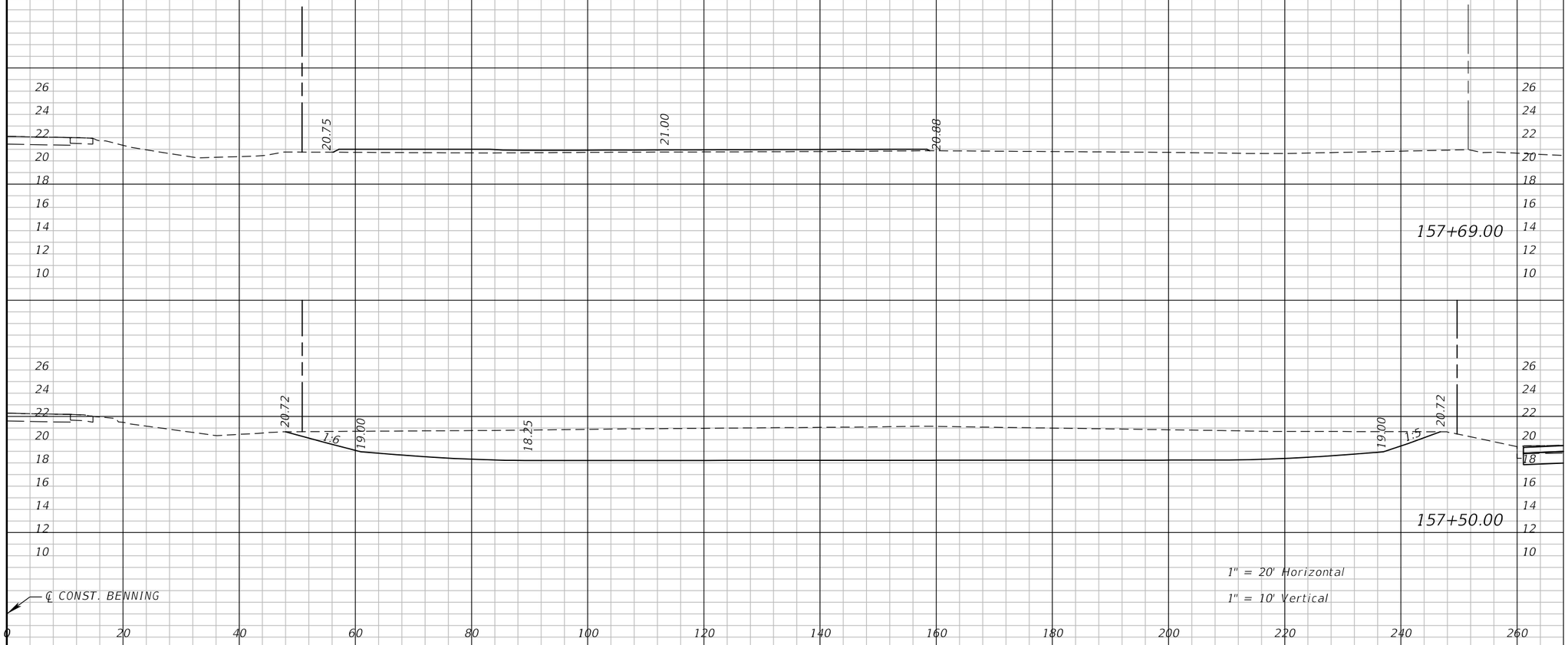
CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

POND 1 CROSS SECTIONS

SHEET NO. 55

EXHIBIT A - ROADWAY PLANS



Regular Exc.		Embankment	
A	V	A	V
0	168	21	7
478	880	0	3

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REVISIONS			
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NIKKI E. ROWE, P.E.
P.E. LICENSE NUMBER 87498
ATKINS NORTH AMERICA, INC.
482 W. KELLER ROAD
ORLANDO, FL 32810
CERTIFICATE OF AUTHORIZATION: 24

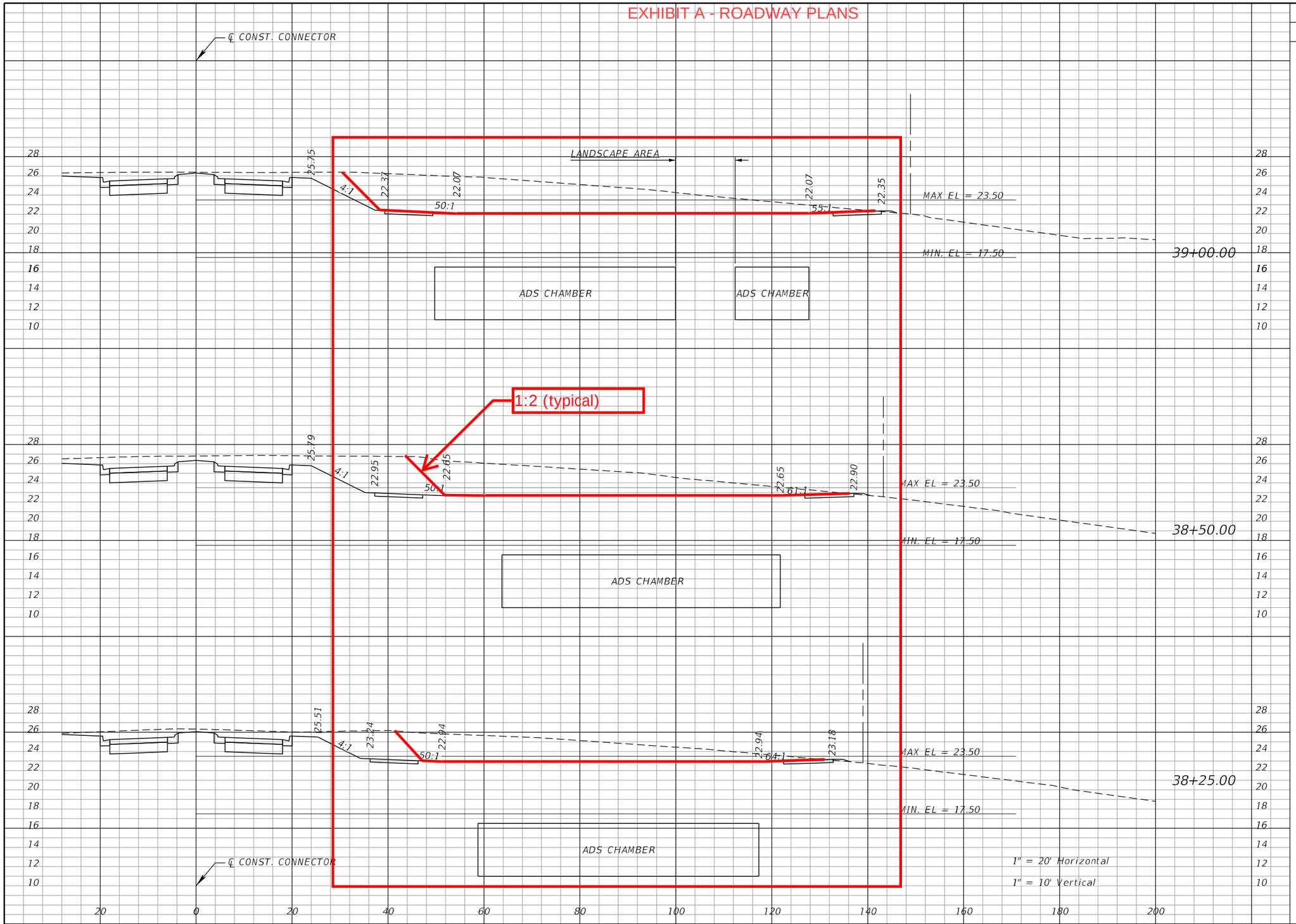
CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

POND 1 CROSS SECTIONS

SHEET NO. 56

EXHIBIT A - ROADWAY PLANS



Regular Exc.		Embankment	
A	V	A	V
85	160	0	0
88	73	0	0
70		0	

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NIKKI E. ROWE, P.E.
P.E. LICENSE NUMBER 87498
ATKINS NORTH AMERICA, INC.
482 W. KELLER ROAD
ORLANDO, FL 32810
CERTIFICATE OF AUTHORIZATION: 24

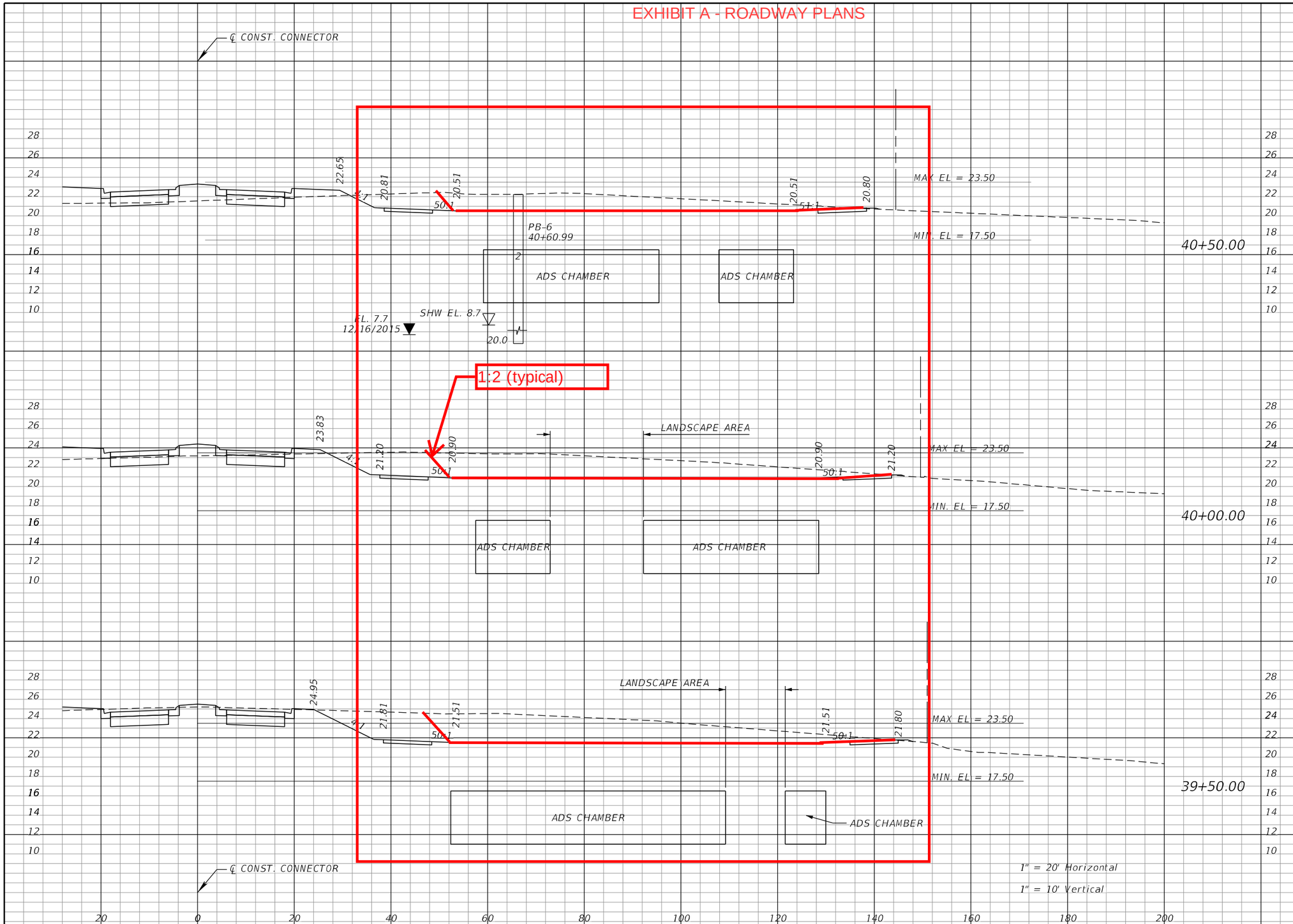
CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

STORMWATER CHAMBERS SECTIONS

SHEET NO. 57

EXHIBIT A - ROADWAY PLANS



Regular Exc. A	Regular Exc. V	Embankment A	Embankment V
46		0	
	100		0
62		0	
	118		0
65		0	
	139		0

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NIKKI E. ROWE, P.E.
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482 W. KELLER ROAD
ORLANDO, FL 32810
CERTIFICATE OF AUTHORIZATION: 24

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

STORMWATER CHAMBERS SECTIONS

SHEET NO. 58

EXHIBIT A - ROADWAY PLANS

℄ CONST. CONNECTOR

MAX EL = 23.50

MIN. EL = 17.50

19.64 19.34 19.34 20.38 20.68

50:1 20:1

ADS CHAMBER

42+00.00

1:2 (typical)

MAX EL = 23.50

MIN. EL = 17.50

20.32 20.02 20.02 20.74 21.04

50:1 20:1

ADS CHAMBER

41+50.00

MAX EL = 23.50

MIN. EL = 17.50

21.45 20.66 20.36 20.36 20.71 21.00

50:1 20:1

1

PB-2
41+12.84

2

ADS CHAMBER

GNE
4/23/2015

41+00.00

℄ CONST. CONNECTOR

1" = 20' Horizontal

1" = 10' Vertical

28 26 24 22 20 18 16 14 12 10

20 0 20 40 60 80 100 120 140 160 180 200

Regular Exc.		Embankment	
A	V	A	V
53	101	0	0
56	96	0	0
48	87	0	0

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NIKKI E. ROWE, P.E.
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ATKINS NORTH AMERICA, INC.
482 W. KELLER ROAD
ORLANDO, FL 32810
CERTIFICATE OF AUTHORIZATION: 24

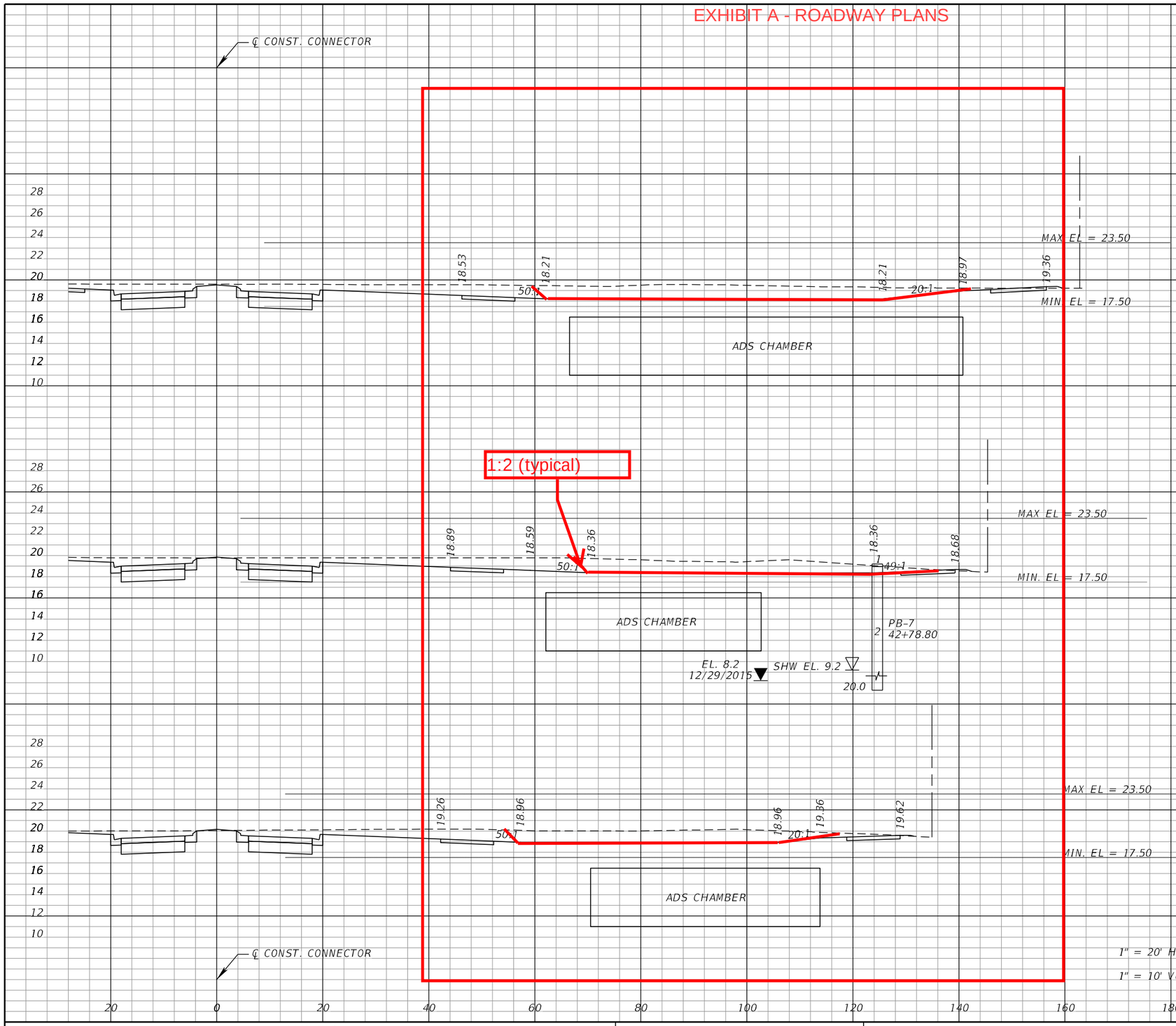
CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

STORMWATER CHAMBERS SECTIONS

SHEET NO. 59

EXHIBIT A - ROADWAY PLANS



	Regular Exc.		Embankment	
	A	V	A	V
43+50.00	66	128	0	0
43+00.00	72	118	0	0
42+50.00	55	100	0	0

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NIKKI E. ROWE, P.E.
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ATKINS NORTH AMERICA, INC.
482 W. KELLER ROAD
ORLANDO, FL 32810
CERTIFICATE OF AUTHORIZATION: 24

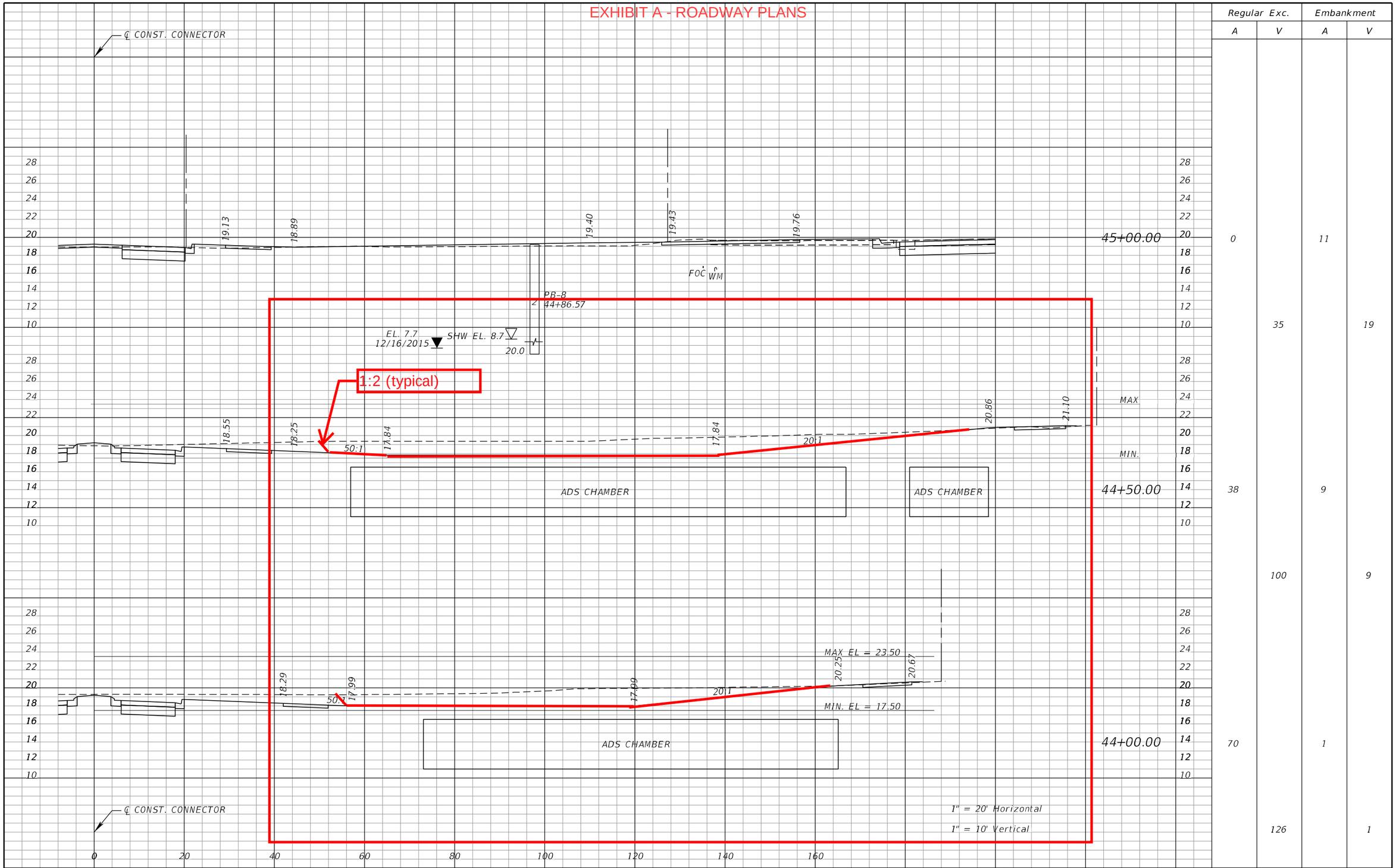
CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

STORMWATER CHAMBERS SECTIONS

SHEET NO. 60

EXHIBIT A - ROADWAY PLANS



	Regular Exc.		Embankment	
	A	V	A	V
45+00.00	0		11	
		35		19
44+50.00	38		9	
		100		9
44+00.00	70		1	
		126		1

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REVISIONS			
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NIKKI E. ROWE, P.E.
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ATKINS NORTH AMERICA, INC.
482 W. KELLER ROAD
ORLANDO, FL 32810
CERTIFICATE OF AUTHORIZATION: 24

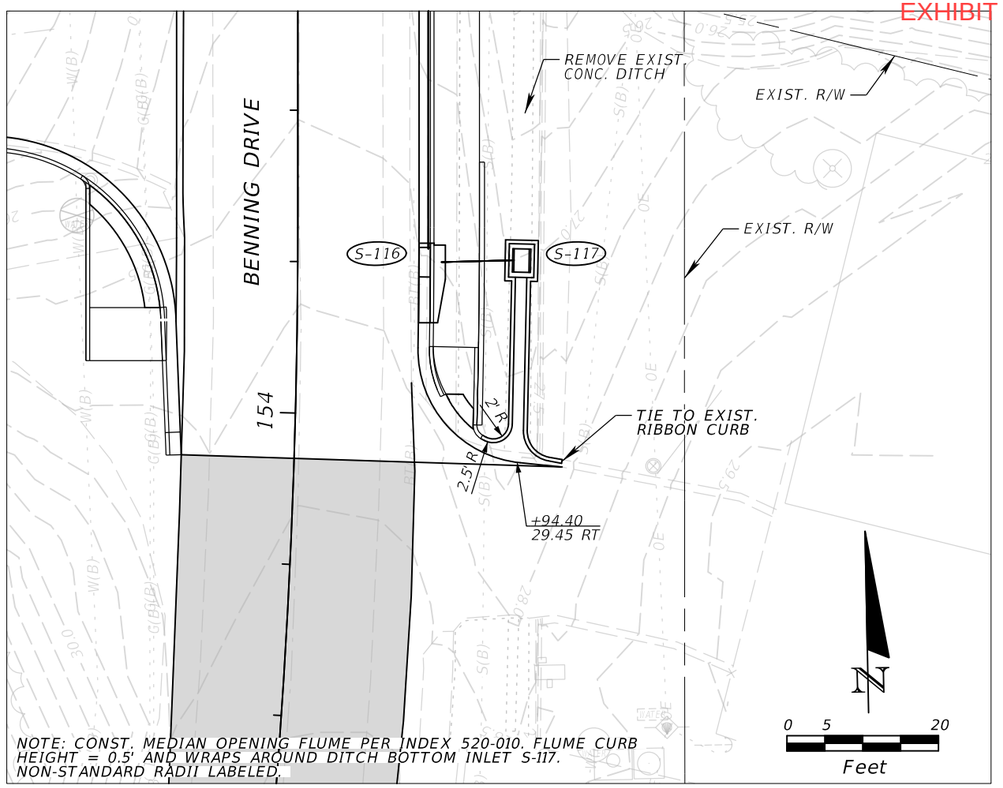
CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

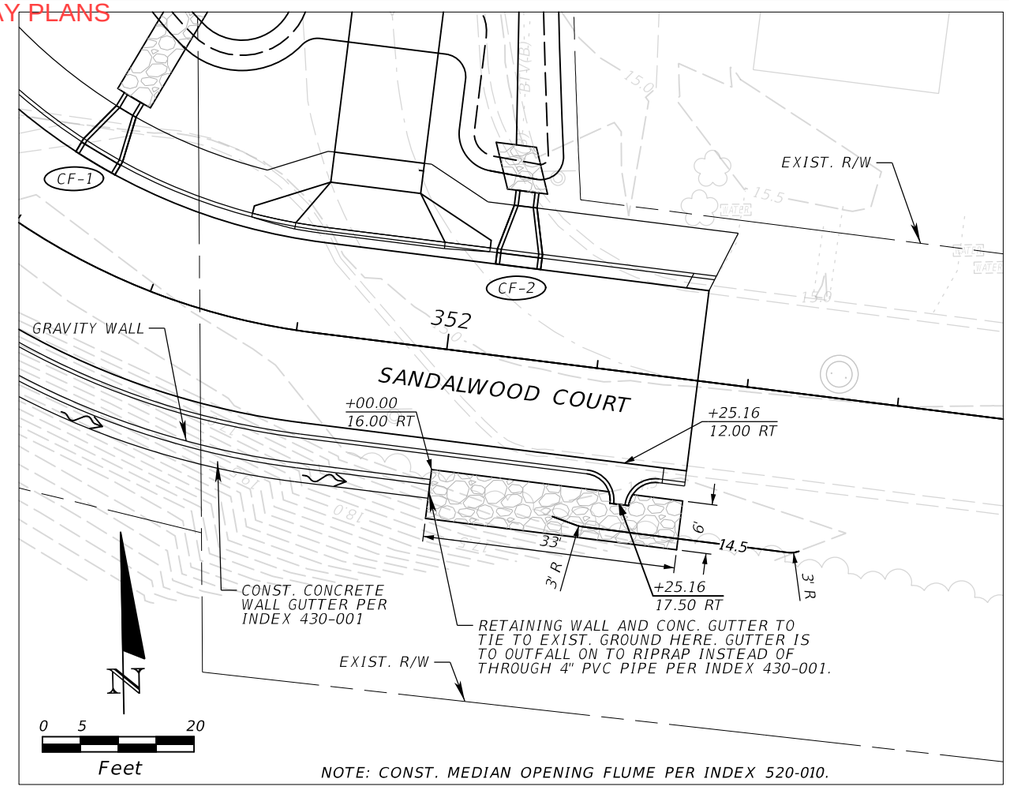
STORMWATER CHAMBERS SECTIONS

SHEET NO. 61

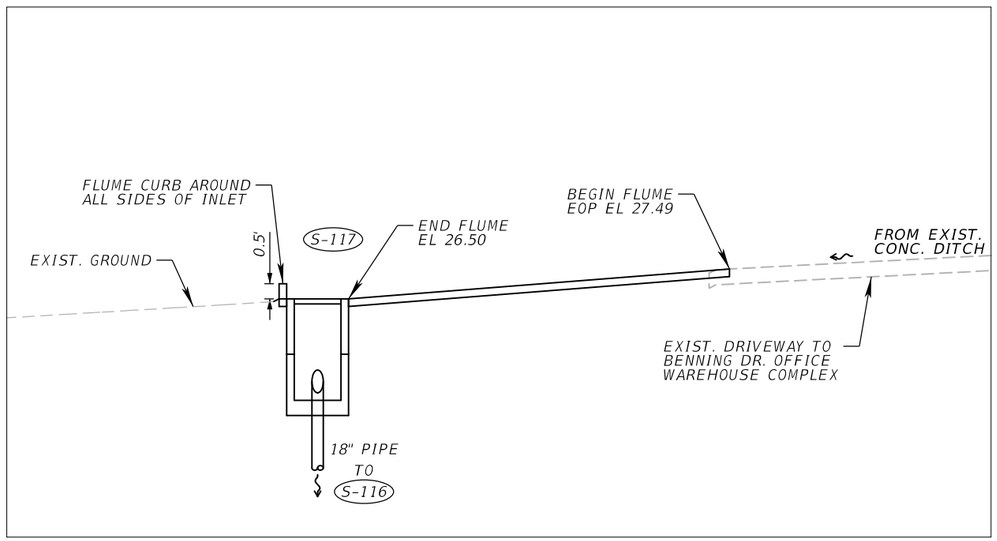
EXHIBIT A - ROADWAY PLANS



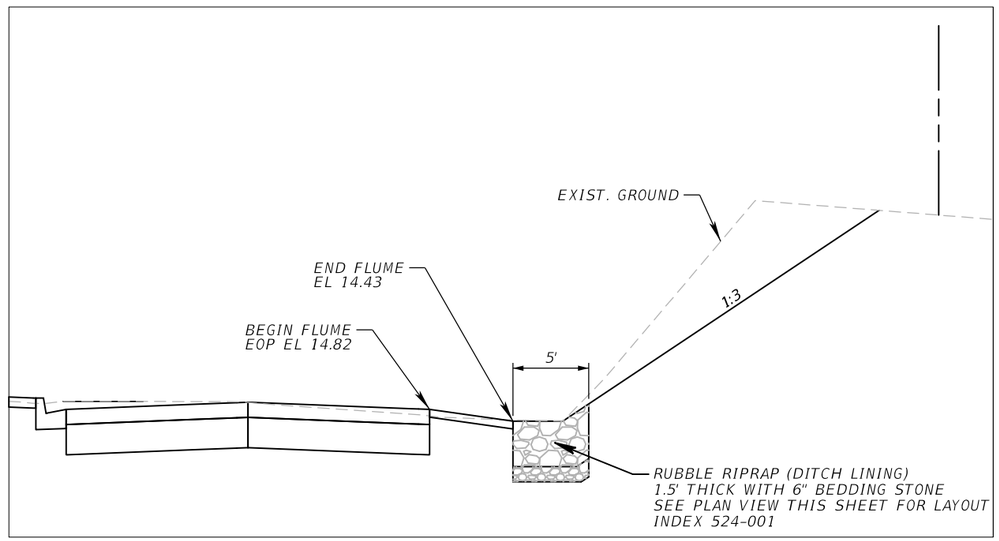
PLAN VIEW - BENNING FLUME



PLAN VIEW - SANDALWOOD FLUME



SECTION VIEW - BENNING FLUME
NTS



SECTION VIEW - SANDALWOOD FLUME
NTS

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

NIKKI E. ROWE, P.E.
P.E. LICENSE NUMBER 87498
ATKINS NORTH AMERICA, INC.
482 W. KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

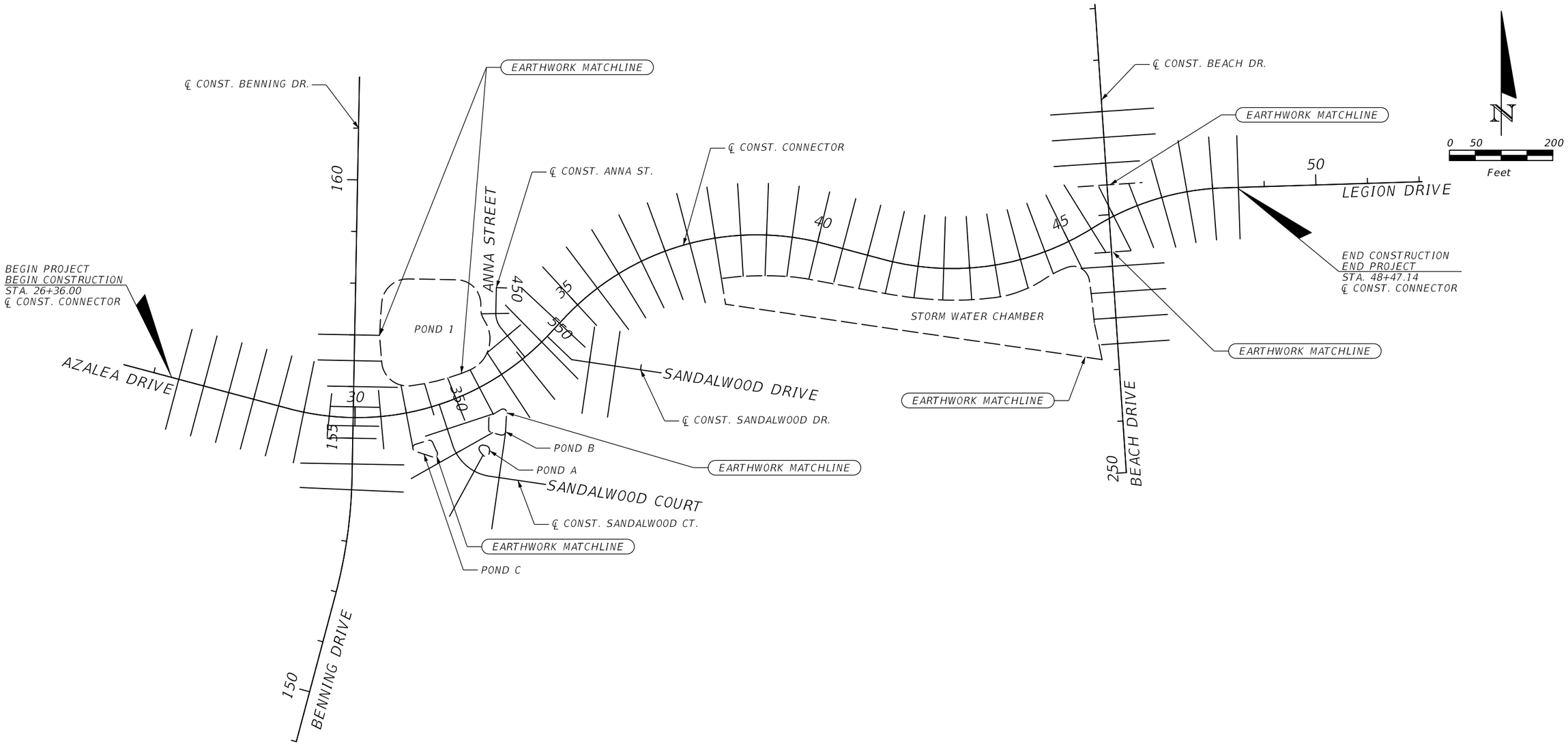
COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

DRAINAGE DETAILS - FLUMES

SHEET NO. 62

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

EXHIBIT A - ROADWAY PLANS



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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

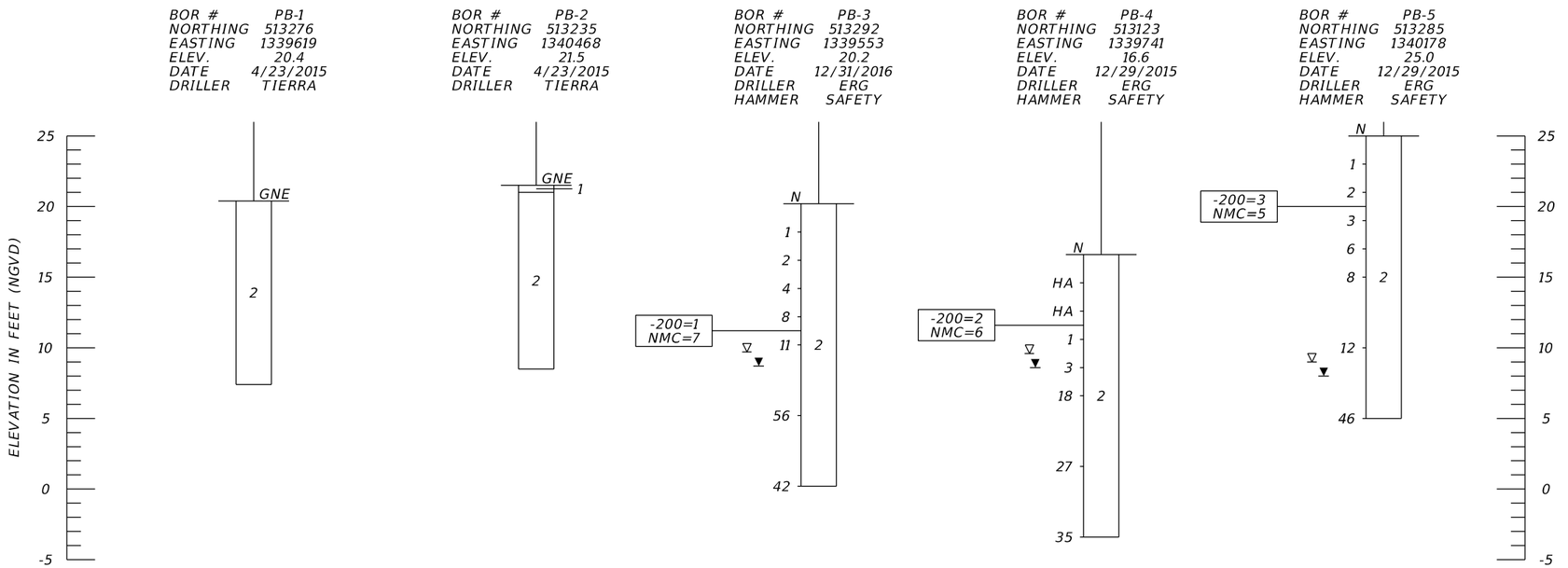
EDWIN J. RAMOS, P.E.
P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

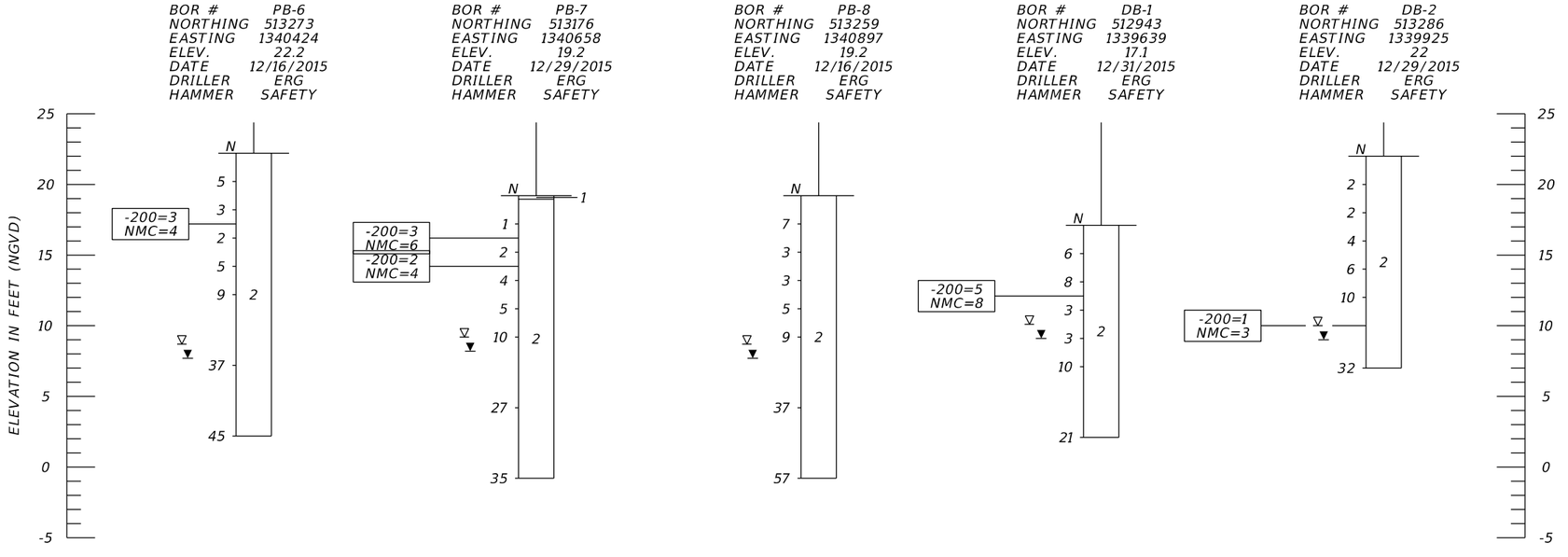
CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

CROSS SECTION
PATTERN LAYOUT

SHEET NO. 63





LEGEND

1.	TOPSOIL
2.	OFFWHITE, LIGHT GRAY, TAN, ORANGE SAND (SP)
	* - WITH CONCRETE DEBRIS
SP	UNIFIED SOIL CLASSIFICATION SYSTEM (ASTM D 2487) GROUP SYMBOL AS DETERMINED BY VISUAL REVIEW AND LABORATORY TESTING ON SELECTED SAMPLES FOR CONFIRMATION OF VISUAL REVIEW.
N	NUMBERS TO THE LEFT OF BORINGS INDICATE SPT VALUE FOR 12 INCHES OF PENETRATION (UNLESS OTHERWISE NOTED).
HA	HAND AUGERED TO VERIFY UTILITY CLEARANCE
-200	PERCENT PASSING #200 SIEVE
NMC	NATURAL MOISTURE CONTENT (%)
▽	ESTIMATED SEASONAL HIGH GROUNDWATER TABLE
▼	GROUNDWATER LEVEL ENCOUNTERED DURING FIELD EXPLORATIONS
GNE	GROUNDWATER NOT ENCOUNTERED

	SAFETY HAMMER	AUTOMATIC HAMMER
GRANULAR MATERIALS- RELATIVE DENSITY	SPT N-VALUE (BLOWS/FT.)	SPT N-VALUE (BLOWS/FT.)
VERY LOOSE	LESS THAN 4	LESS THAN 3
LOOSE	4 to 10	3 to 8
MEDIUM DENSE	10 to 30	8 to 24
DENSE	30 to 50	24 to 40
VERY DENSE	GREATER THAN 50	GREATER THAN 40
SILTS AND CLAYS CONSISTENCY	SPT N-VALUE (BLOWS/FT.)	SPT N-VALUE (BLOWS/FT.)
VERY SOFT	LESS THAN 2	LESS THAN 1
SOFT	2 to 4	1 to 3
FIRM	4 to 8	3 to 6
STIFF	8 to 15	6 to 12
VERY STIFF	15 to 30	12 to 24
HARD	GREATER THAN 30	GREATER THAN 24

REVISIONS

DATE	DESCRIPTION	DATE	DESCRIPTION

MITCHELL L. SMITH, P.E.
P.E. LICENSE NUMBER 43416
TIERRA, INC.
1300 WEST MAIN STREET
PENSACOLA, FLORIDA 32502

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

ROADWAY SOIL PROFILES (1)

SHEET NO. 64

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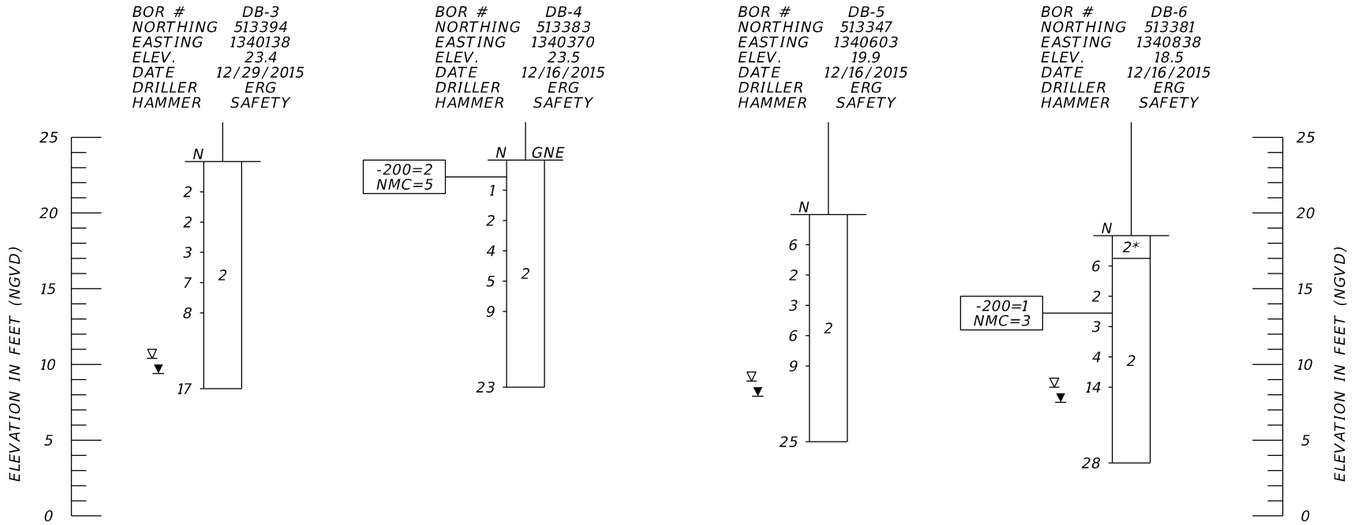

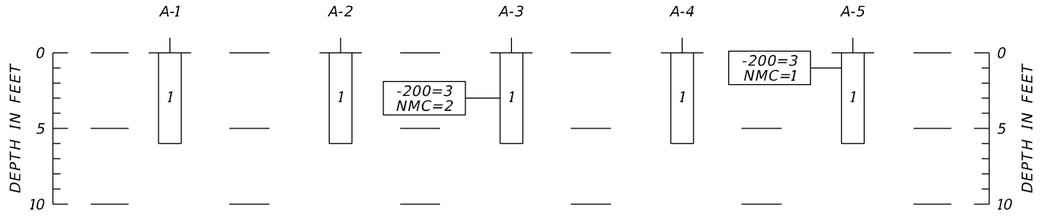

LEGEND

1.	TOPSOIL
2.	OFFWHITE, LIGHT GRAY, TAN, ORANGE SAND (SP)
	* - WITH CONCRETE DEBRIS
SP	UNIFIED SOIL CLASSIFICATION SYSTEM (ASTM D 2487) GROUP SYMBOL AS DETERMINED BY VISUAL REVIEW AND LABORATORY TESTING ON SELECTED SAMPLES FOR CONFIRMATION OF VISUAL REVIEW.
N	NUMBERS TO THE LEFT OF BORINGS INDICATE SPT VALUE FOR 12 INCHES OF PENETRATION (UNLESS OTHERWISE NOTED).
HA	HAND AUGERED TO VERIFY UTILITY CLEARANCE
-200 NMC	PERCENT PASSING #200 SIEVE NATURAL MOISTURE CONTENT (%)
▽	ESTIMATED SEASONAL HIGH GROUNDWATER TABLE
▼	GROUNDWATER LEVEL ENCOUNTERED DURING FIELD EXPLORATIONS
GNE	GROUNDWATER NOT ENCOUNTERED

	SAFETY HAMMER	AUTOMATIC HAMMER
GRANULAR MATERIALS- RELATIVE DENSITY	SPT N-VALUE (BLOWS/FT.)	SPT N-VALUE (BLOWS/FT.)
VERY LOOSE LOOSE MEDIUM DENSE DENSE VERY DENSE	LESS THAN 4 4 to 10 10 to 30 30 to 50 GREATER THAN 50	LESS THAN 3 3 to 8 8 to 24 24 to 40 GREATER THAN 40
SILTS AND CLAYS CONSISTENCY	SPT N-VALUE (BLOWS/FT.)	SPT N-VALUE (BLOWS/FT.)
VERY SOFT SOFT FIRM STIFF VERY STIFF HARD	LESS THAN 2 2 to 4 4 to 8 8 to 15 15 to 30 GREATER THAN 30	LESS THAN 1 1 to 3 3 to 6 6 to 12 12 to 24 GREATER THAN 24

LEGEND

1.	LIGHT GRAY, TAN, ORANGE SAND (SP)
SP	UNIFIED SOIL CLASSIFICATION SYSTEM (ASTM D 2487) GROUP SYMBOL AS DETERMINED BY VISUAL REVIEW AND LABORATORY TESTING ON SELECTED SAMPLES FOR CONFIRMATION OF VISUAL REVIEW.
-200 NMC	PERCENT PASSING #200 SIEVE NATURAL MOISTURE CONTENT (%)
GNE	GROUNDWATER NOT ENCOUNTERED

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REVISIONS

DATE	DESCRIPTION	DATE	DESCRIPTION

MITCHELL L. SMITH, P.E.
P.E. LICENSE NUMBER 43416
TIERRA, INC.
1300 WEST MAIN STREET
PENSACOLA, FLORIDA 32502

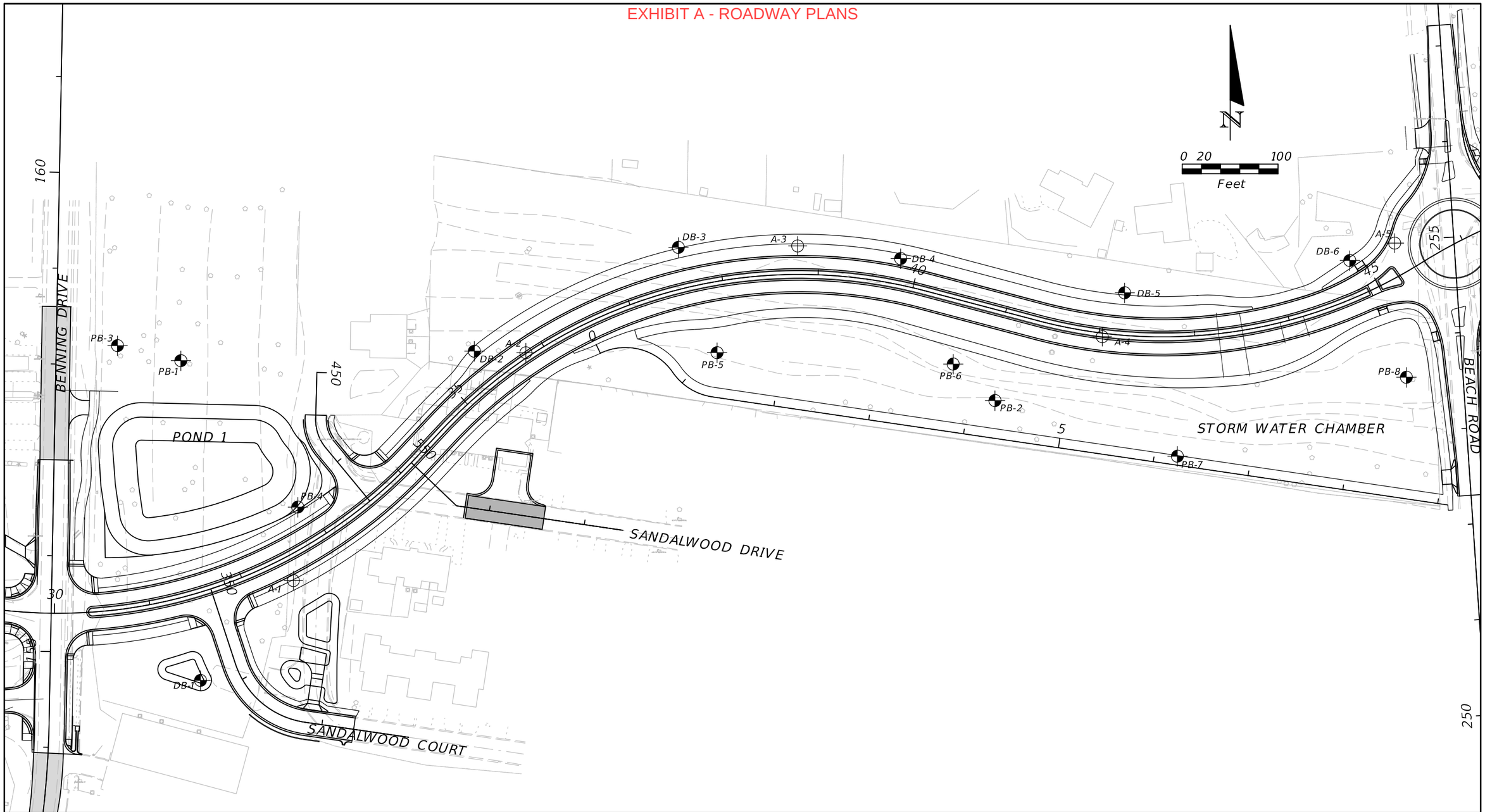
CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

ROADWAY SOIL PROFILES (2)

SHEET NO. 65

EXHIBIT A - ROADWAY PLANS



LEGEND

⊕ APPROXIMATE AUGER BORING LOCATION

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

MITCHELL L. SMITH, P.E.
P.E. LICENSE NUMBER 43416
TIERRA, INC.
1300 WEST MAIN STREET
PENSACOLA, FLORIDA 32502

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

BORING LOCATION PLAN

SHEET NO. 66

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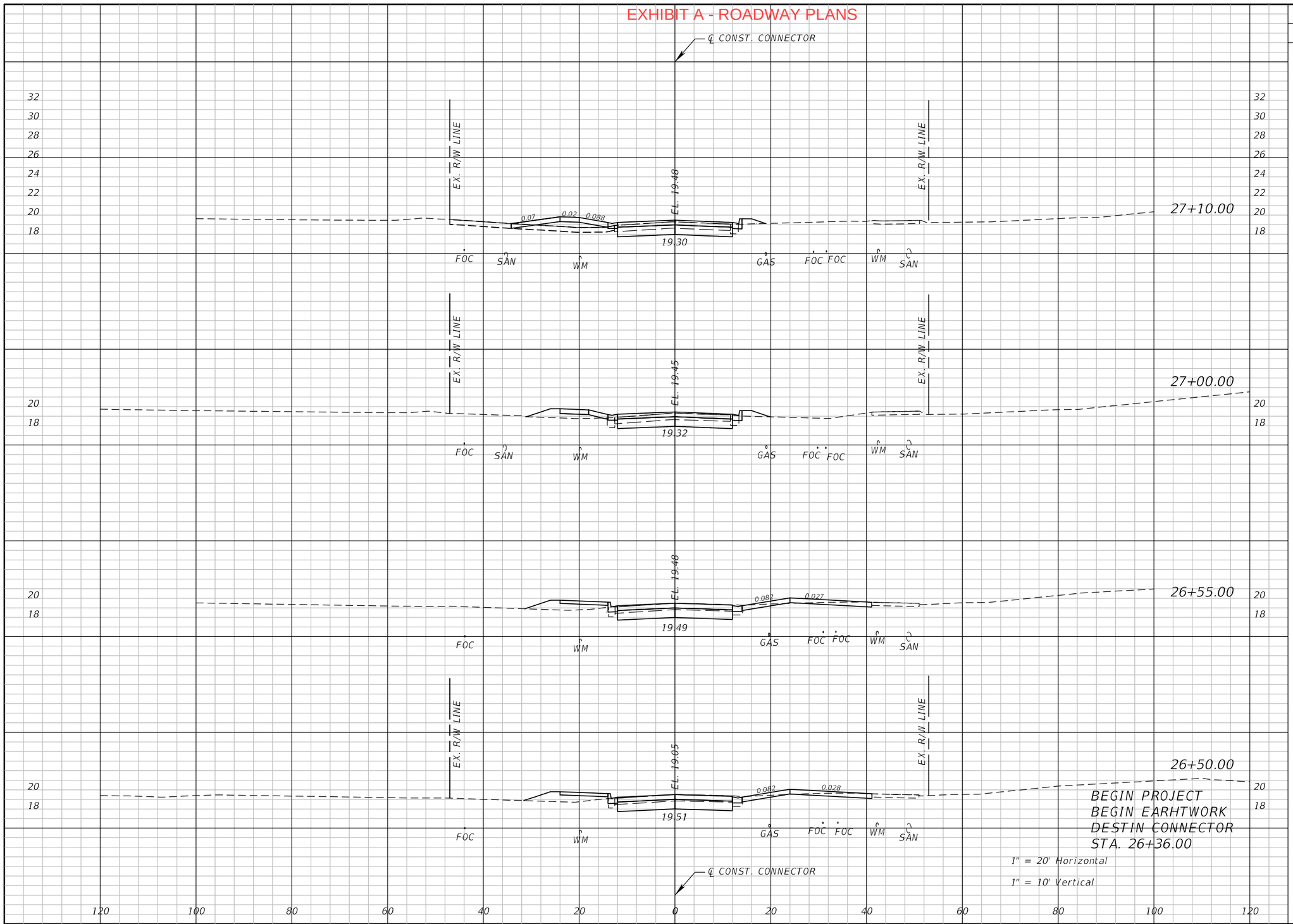
EXHIBIT A - ROADWAY PLANS



	Regular Exc.		Embankment	
	A	V	A	V
	33.9		6.9	
		13		3
	33.8		9.7	
		65		16
	44.8		9.9	
		8		2
	44.8		10.2	
		23		5
	44.8		10.2	

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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

EDWIN J. RAMOS, P.E.
P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

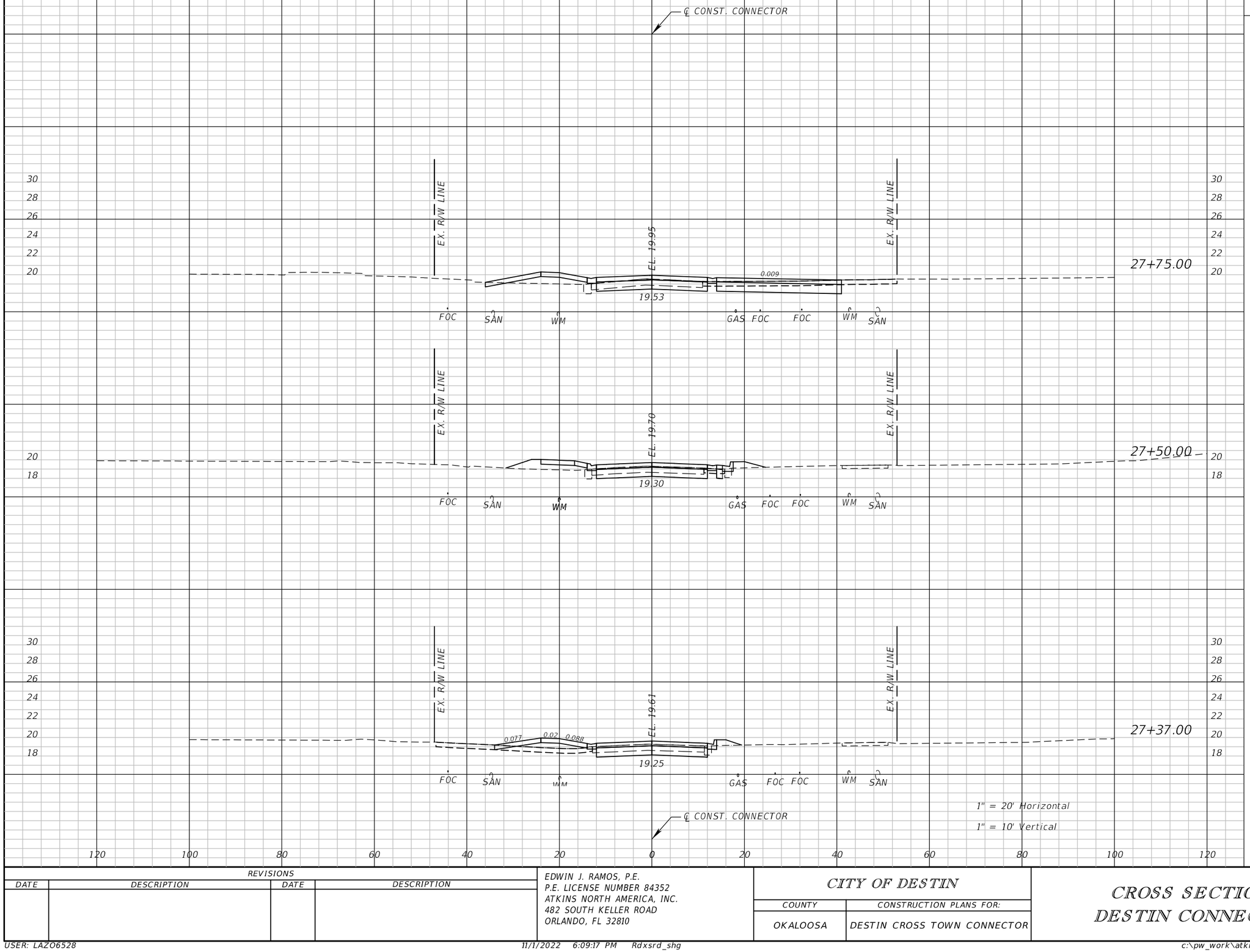
CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

CROSS SECTIONS
DESTIN CONNECTOR

SHEET NO. 67

EXHIBIT A - ROADWAY PLANS



Regular Exc.		Embankment	
A	V	A	V
59.8	41	8.8	10
29.4	14	13.2	5
30.6	32	7.6	7

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REVISIONS			
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P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

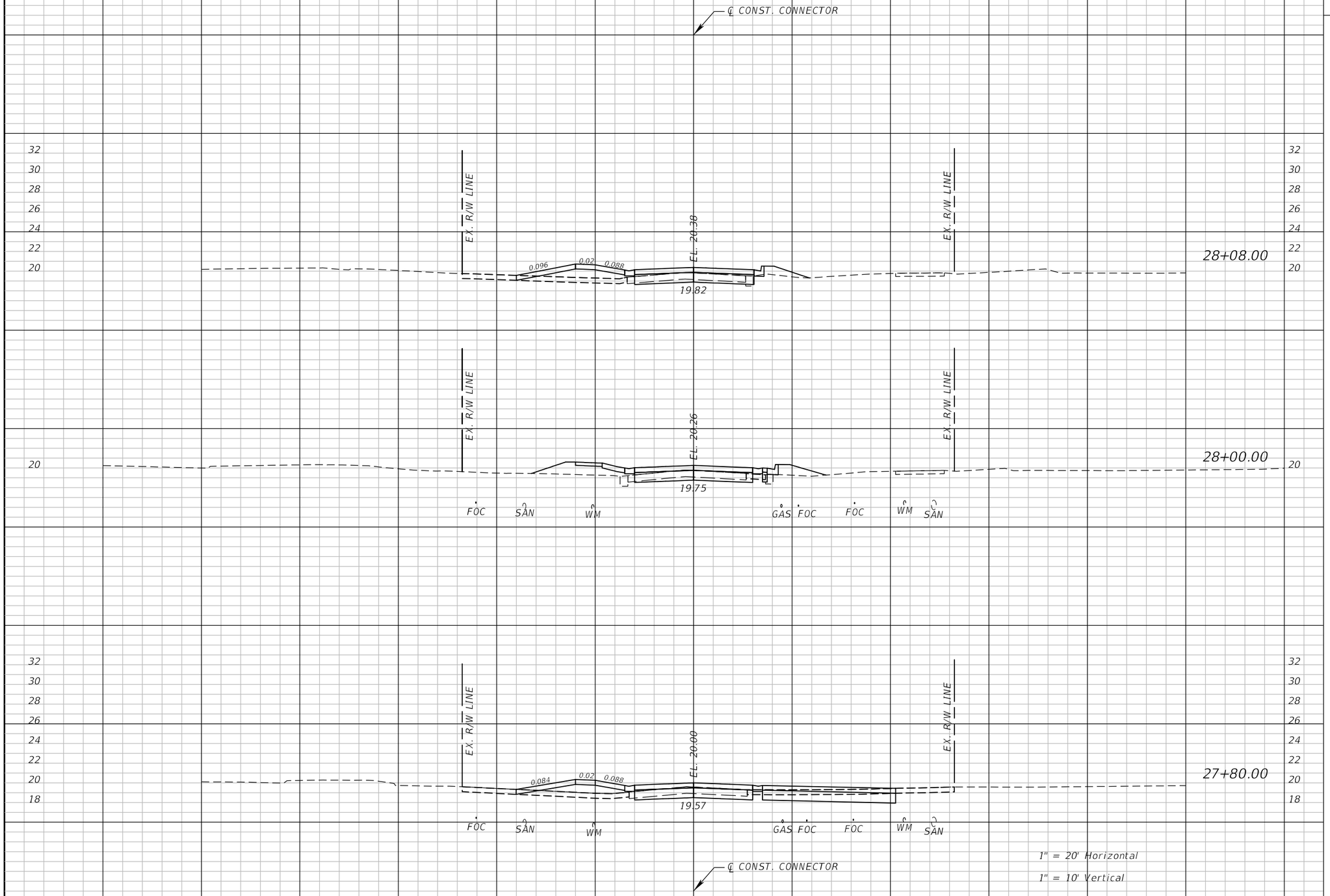
CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

CROSS SECTIONS
DESTIN CONNECTOR

SHEET NO. 68

EXHIBIT A - ROADWAY PLANS



	Regular Exc.		Embankment	
	A	V	A	V
28+08.00	23.4		15.7	
		7		5
28+00.00	23.1		21.3	
		31		12
27+80.00	59.3		9.8	
		11		2

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REVISIONS			
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ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

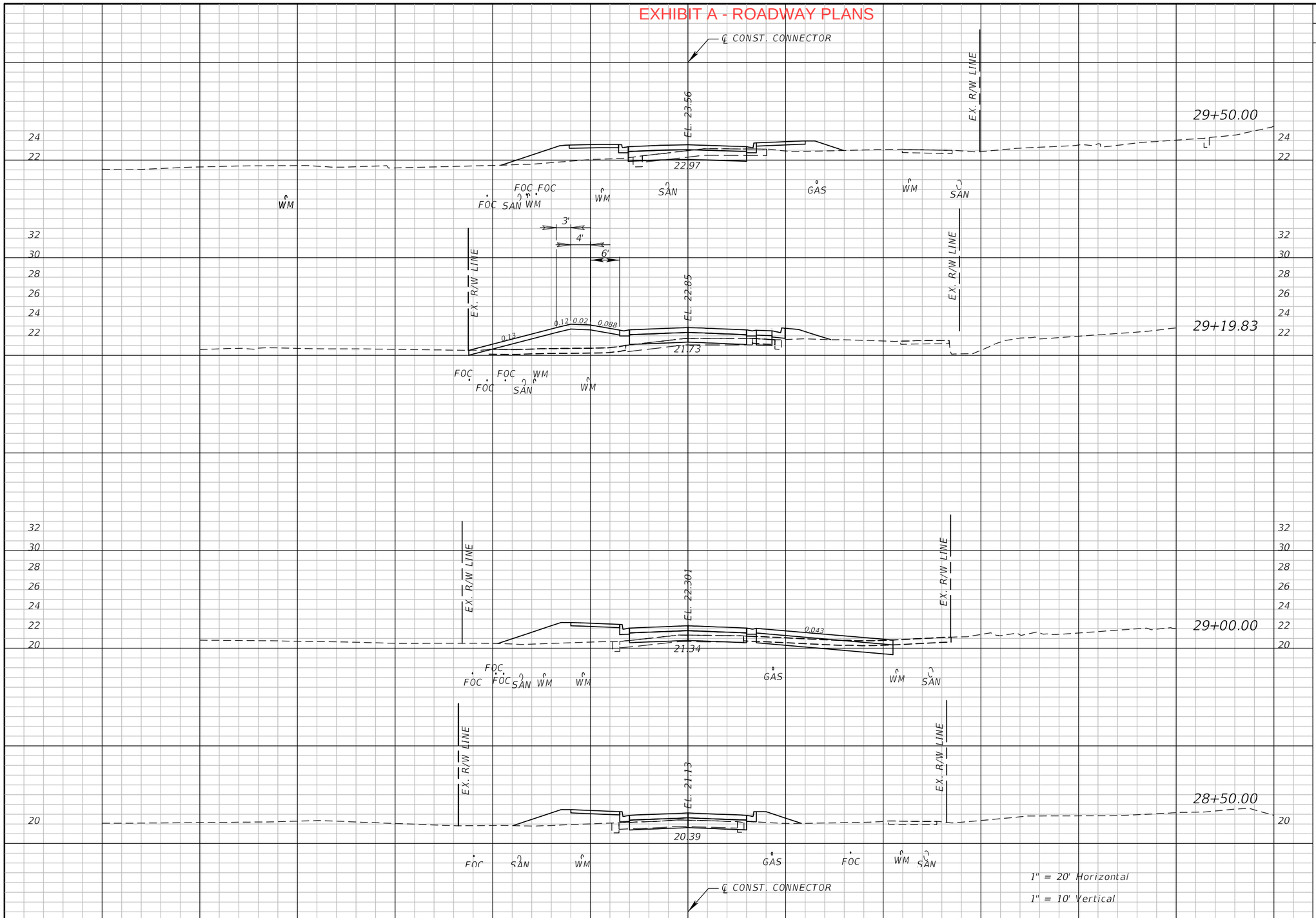
CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

CROSS SECTIONS
DESTIN CONNECTOR

SHEET NO. 69

EXHIBIT A - ROADWAY PLANS



Regular Exc.		Embankment	
A	V	A	V
22.3		37.4	
	19		45
11.3		42.9	
	19		29
39.9		36.0	
	54		59
18.9		27.8	
	33		34

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REVISIONS			
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EDWIN J. RAMOS, P.E.
P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

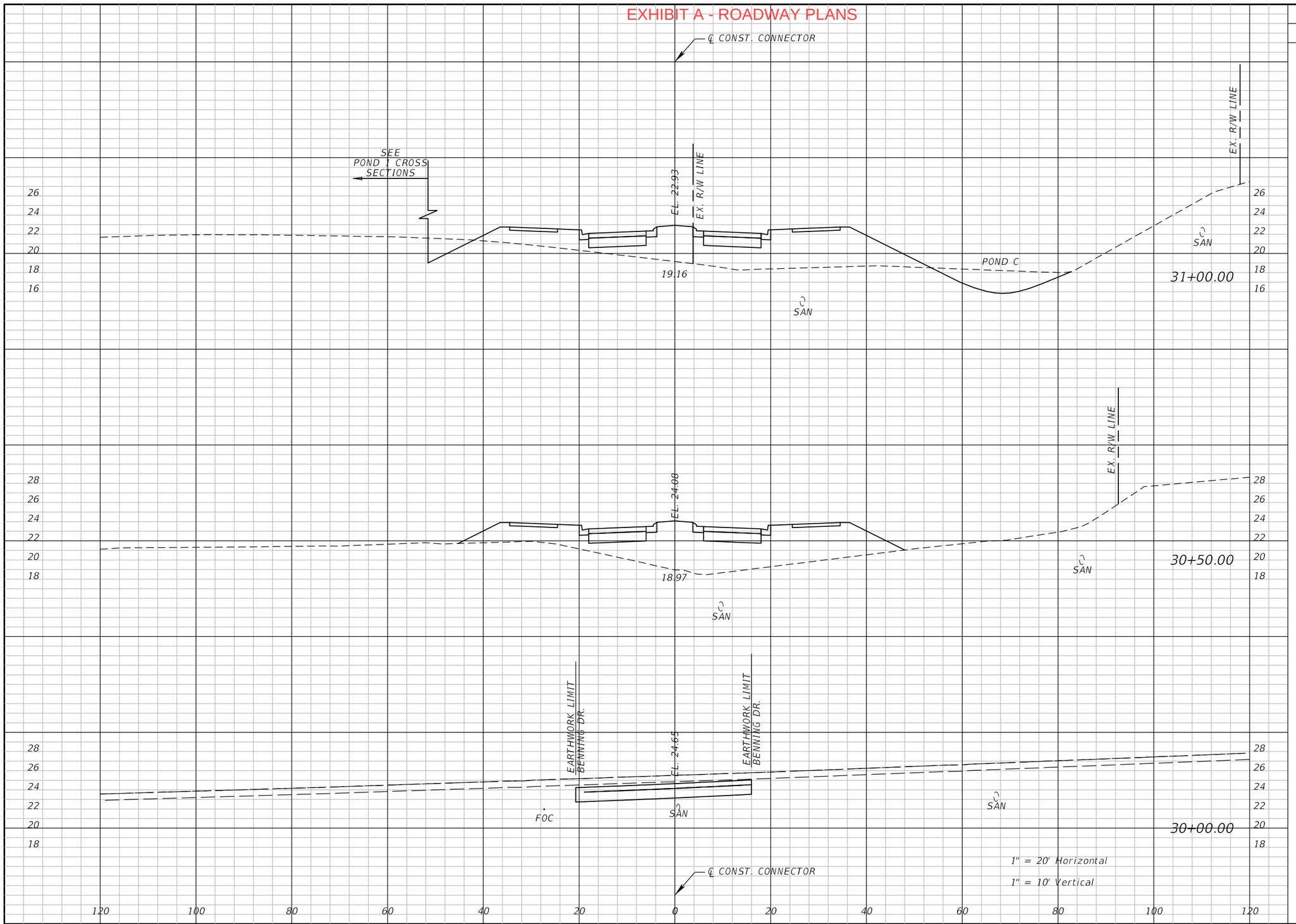
CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

CROSS SECTIONS
DESTIN CONNECTOR

SHEET NO. 70

EXHIBIT A - ROADWAY PLANS



Regular Exc.		Embankment	
A	V	A	V
54.1		215.6	
	50		424
0.0		242.8	
	80		225
86.8		0.0	
	101		35

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

EDWIN J. RAMOS, P.E.
P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

CROSS SECTIONS
DESTIN CONNECTOR

SHEET NO. 71

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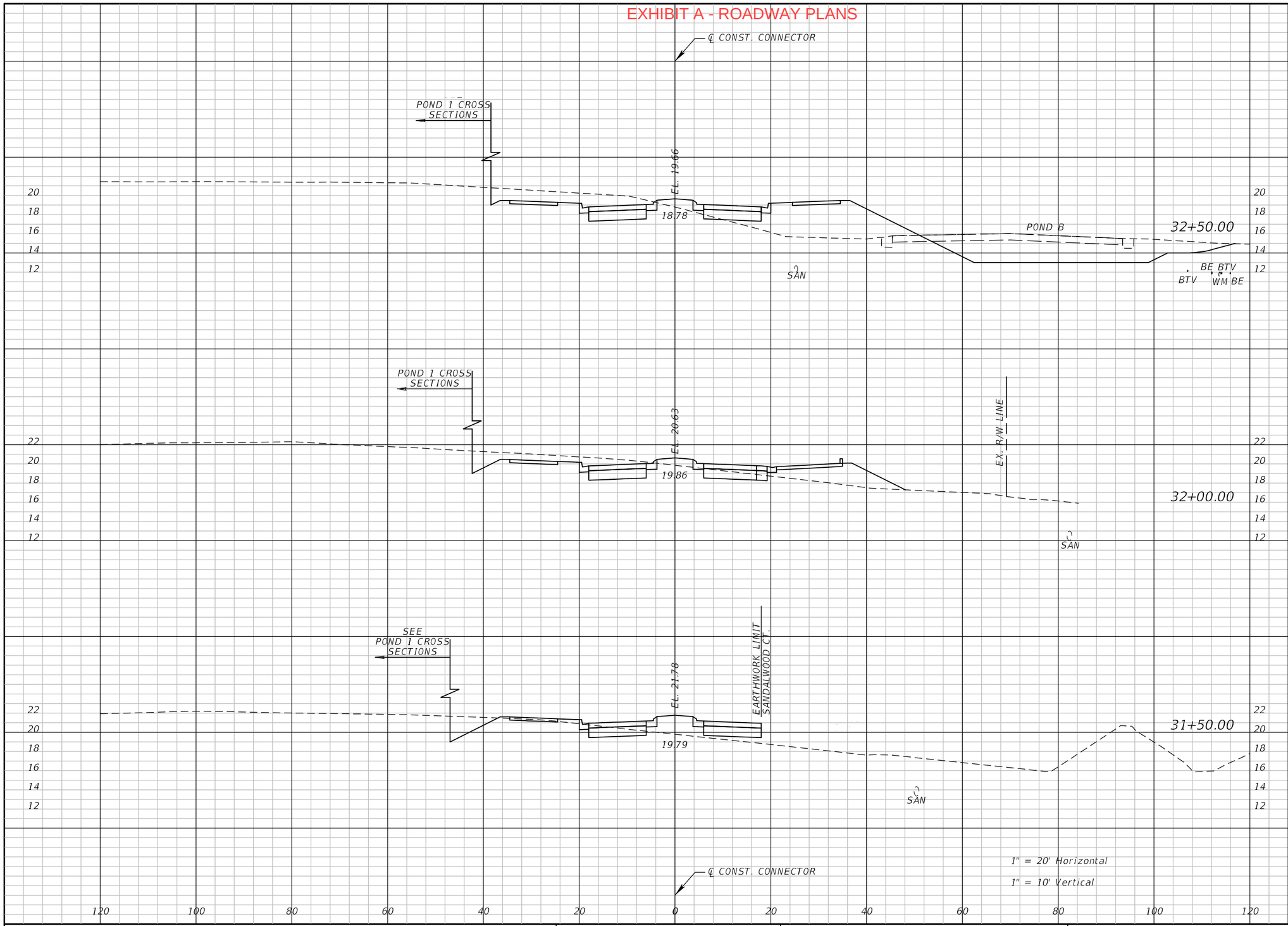
EXHIBIT A - ROADWAY PLANS



Regular Exc.		Embankment	
A	V	A	V
199.9		100.4	
	243		132
62.3		42.2	
	82		62
26.5		24.6	
	75		222

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482 SOUTH KELLER ROAD
ORLANDO, FL 32810

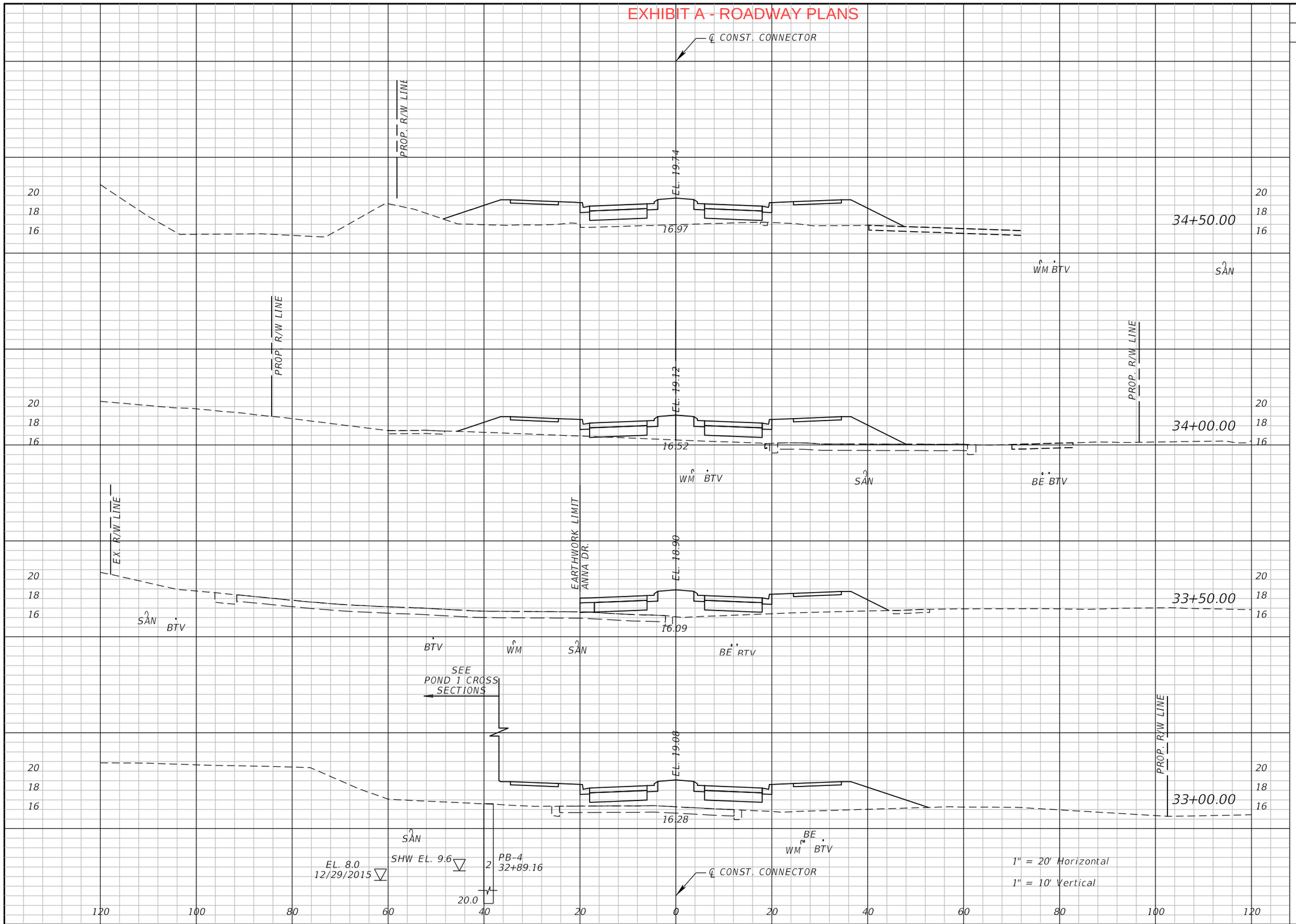
CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

CROSS SECTIONS DESTIN CONNECTOR

SHEET NO. 72

EXHIBIT A - ROADWAY PLANS



Regular Exc.		Embankment	
A	V	A	V
0.0		152.9	
	0		260
0.2		128.1	
	0		189
0.1		76.4	
	0		216
0.0		156.4	
	185		238

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482 SOUTH KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

CROSS SECTIONS
DESTIN CONNECTOR

SHEET NO. 73

EXHIBIT A - ROADWAY PLANS



Regular Exc.		Embankment	
A	V	A	V
79.4		6.3	
	192		6
128.3		0.0	
	251		28
143.1		30.2	
	133		192
0.0		177.3	
	0		306

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REVISIONS			
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EDWIN J. RAMOS, P.E.
P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

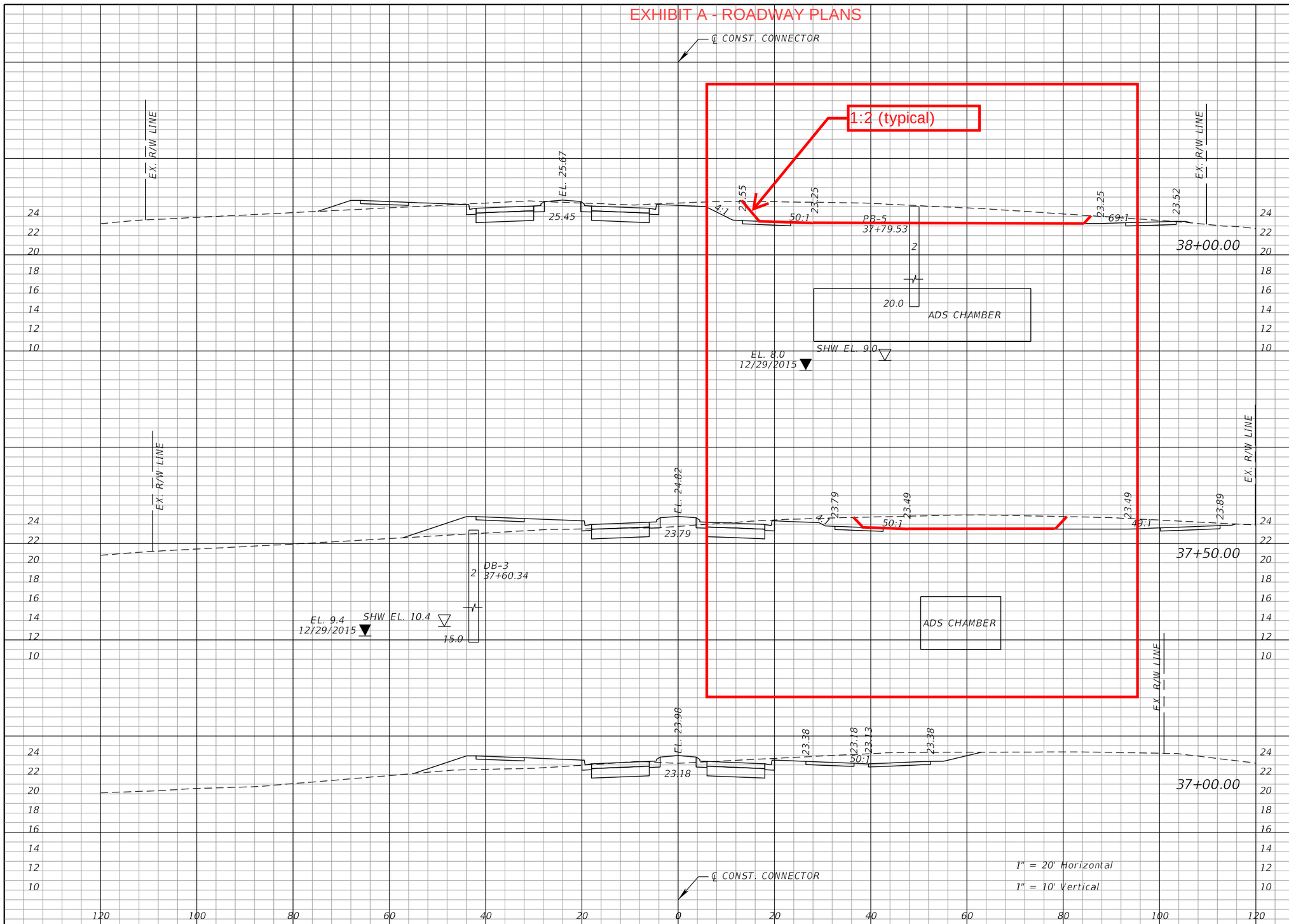
CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

CROSS SECTIONS
DESTIN CONNECTOR

SHEET NO. 74

EXHIBIT A - ROADWAY PLANS



Regular Exc.		Embankment	
A	V	A	V
348.1	532	12.7	55
226.4	287	47.0	76
83.1	150	35.2	38

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ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

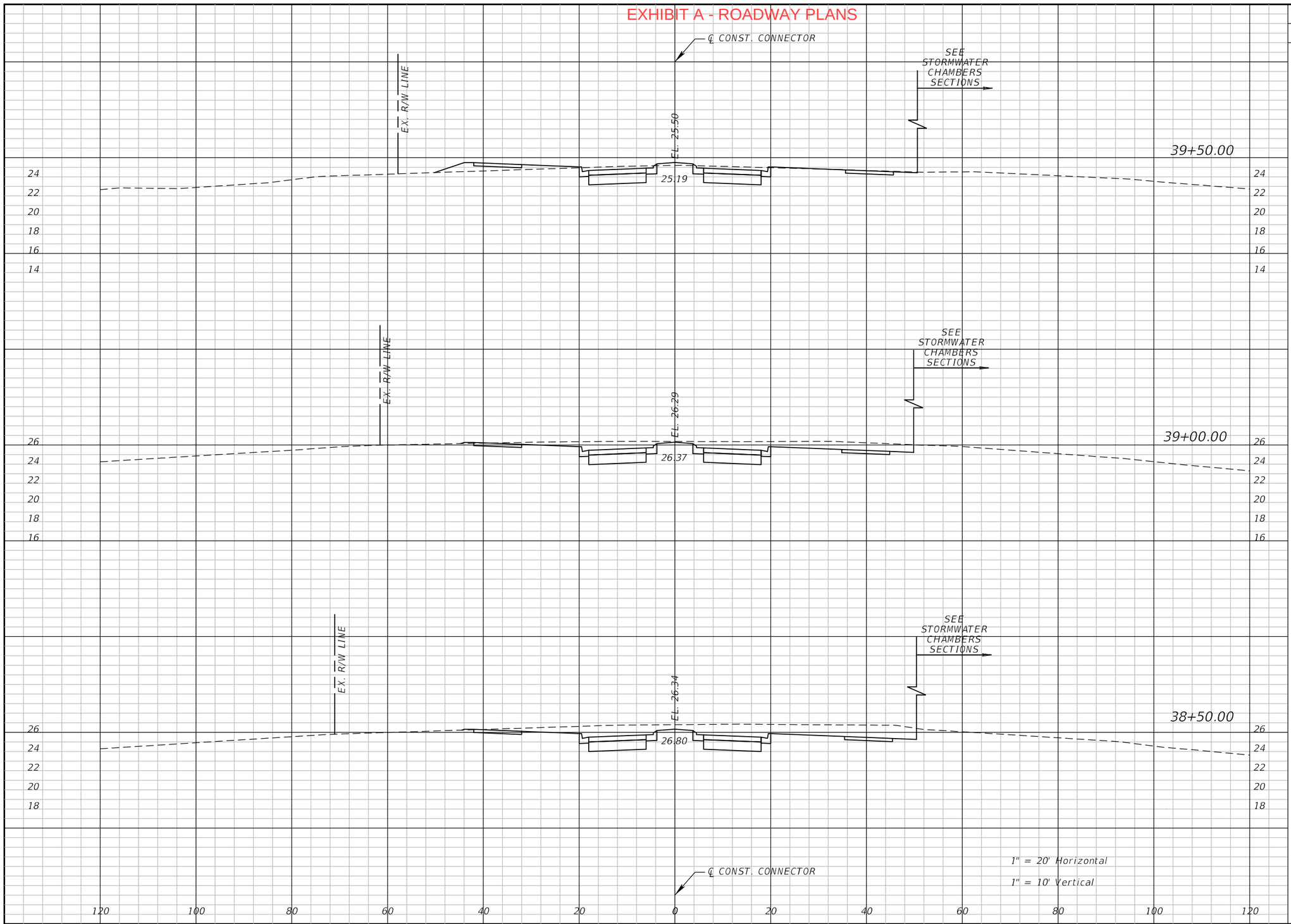
CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

CROSS SECTIONS
DESTIN CONNECTOR

SHEET NO. 75

EXHIBIT A - ROADWAY PLANS



Regular Exc.		Embankment	
A	V	A	V
137.1		14.6	
	329		14
218.4		0.2	
	441		0
258.0		0.1	
	561		12

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REVISIONS			
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EDWIN J. RAMOS, P.E.
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482 SOUTH KELLER ROAD
ORLANDO, FL 32810

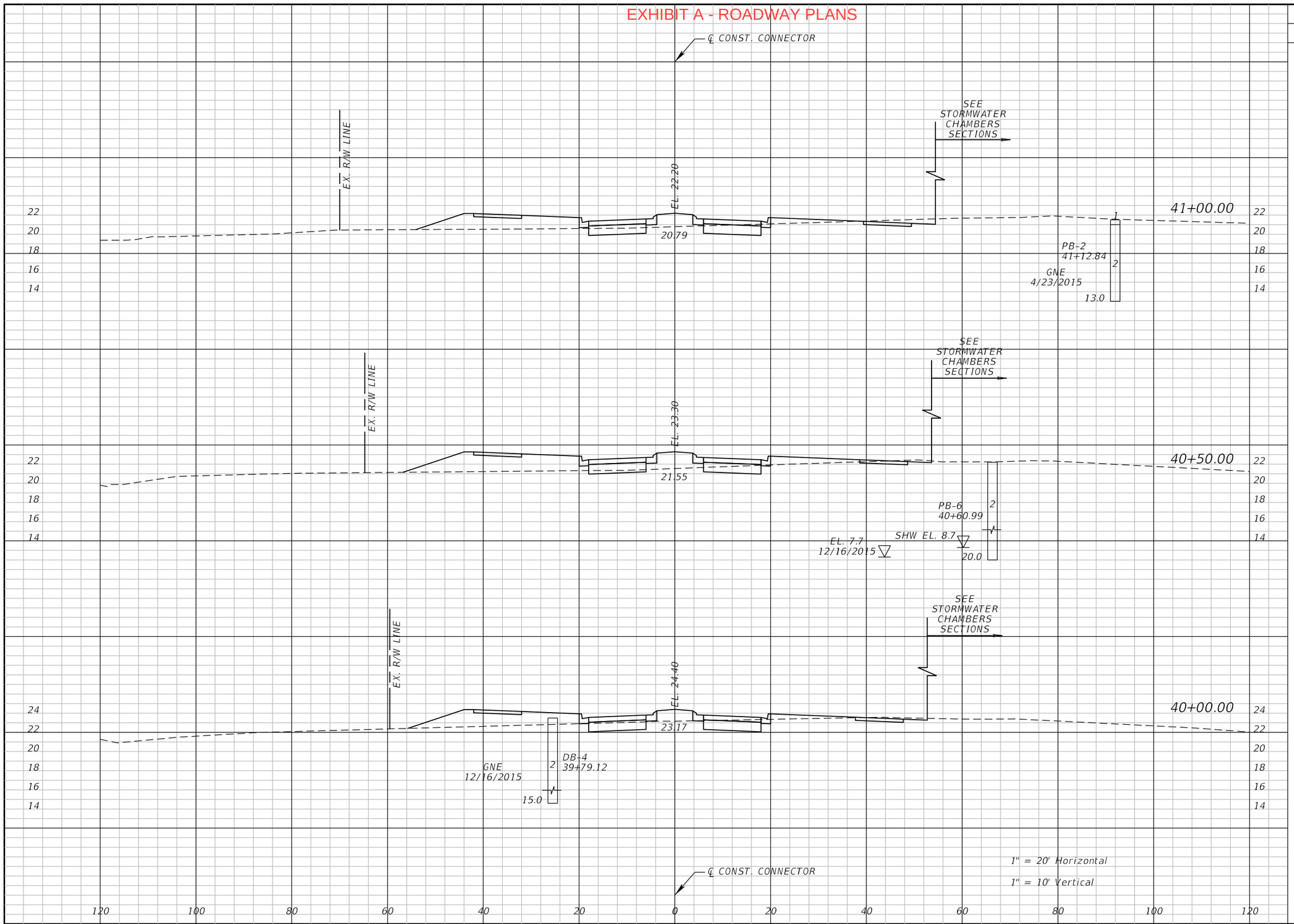
CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

CROSS SECTIONS
DESTIN CONNECTOR

SHEET NO. 76

EXHIBIT A - ROADWAY PLANS



Regular Exc.		Embankment	
A	V	A	V
54.5		56.2	
	98		126
51.8		79.7	
	129		126
87.1		55.9	
	208		65

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482 SOUTH KELLER ROAD
ORLANDO, FL 32810

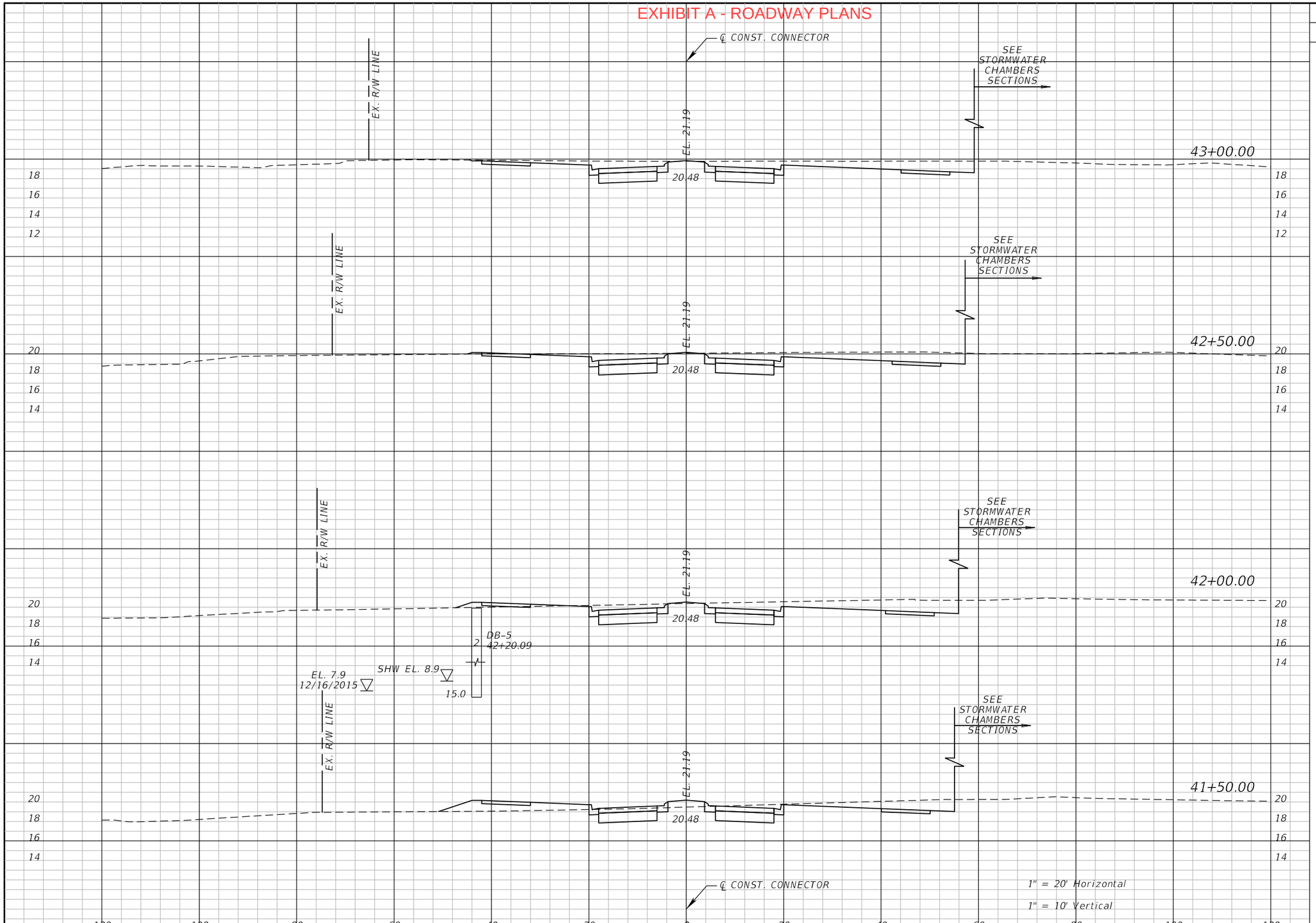
CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

CROSS SECTIONS
DESTIN CONNECTOR

SHEET NO. 77

EXHIBIT A - ROADWAY PLANS



Regular Exc.		Embankment	
A	V	A	V
109.7		0.1	
	201		1
107.1		0.7	
	201		4
109.7		3.9	
	181		27
86.2		25.4	
	130		76

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EDWIN J. RAMOS, P.E.
P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

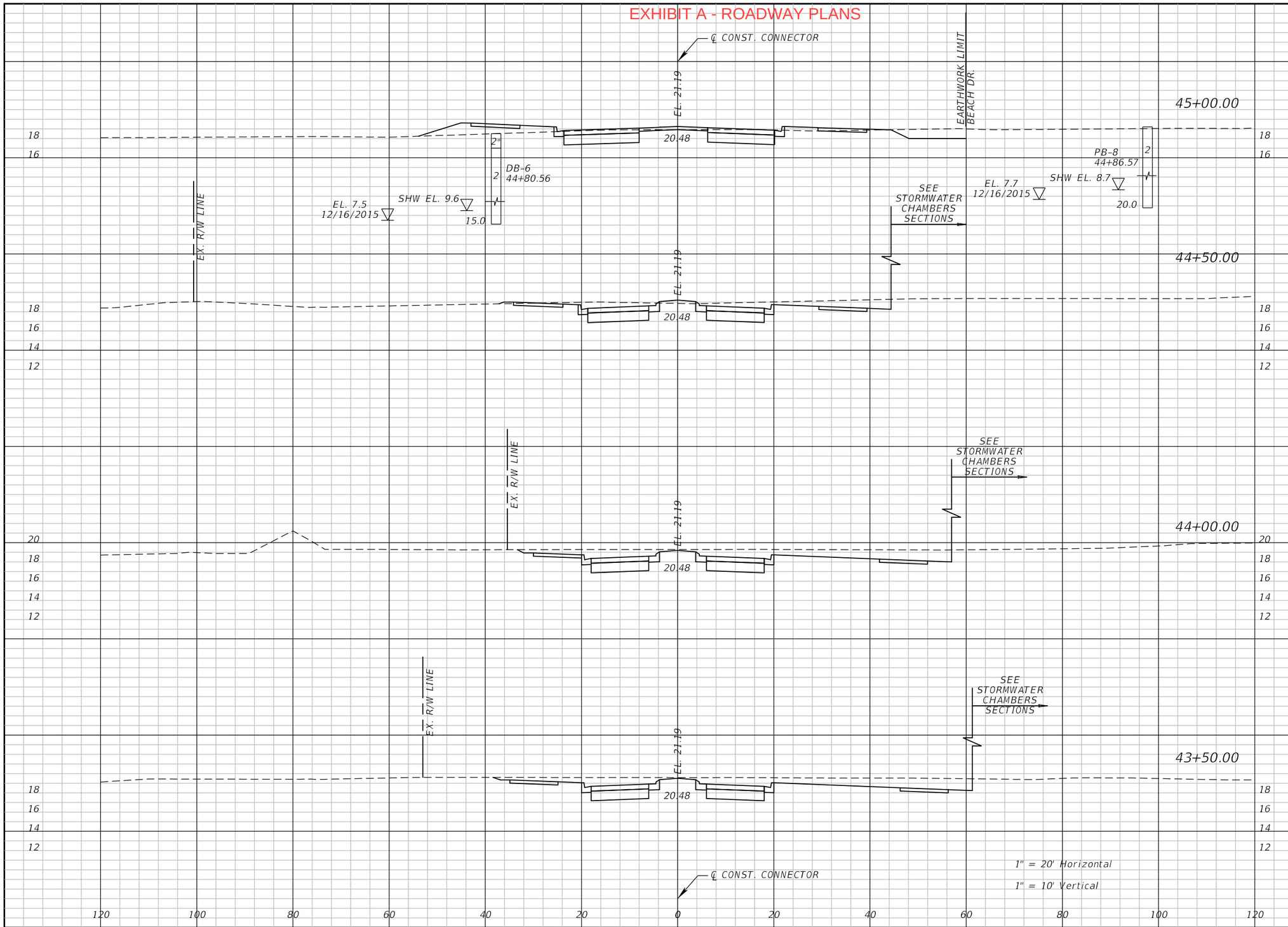
CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

CROSS SECTIONS
DESTIN CONNECTOR

SHEET NO. 78

EXHIBIT A - ROADWAY PLANS



Regular Exc.		Embankment	
A	V	A	V
59.8		21.9	
	131		22
82.2		2.4	
	182		2
114.3		0.0	
	216		0
119.4		0.0	
	212		0

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482 SOUTH KELLER ROAD
ORLANDO, FL 32810

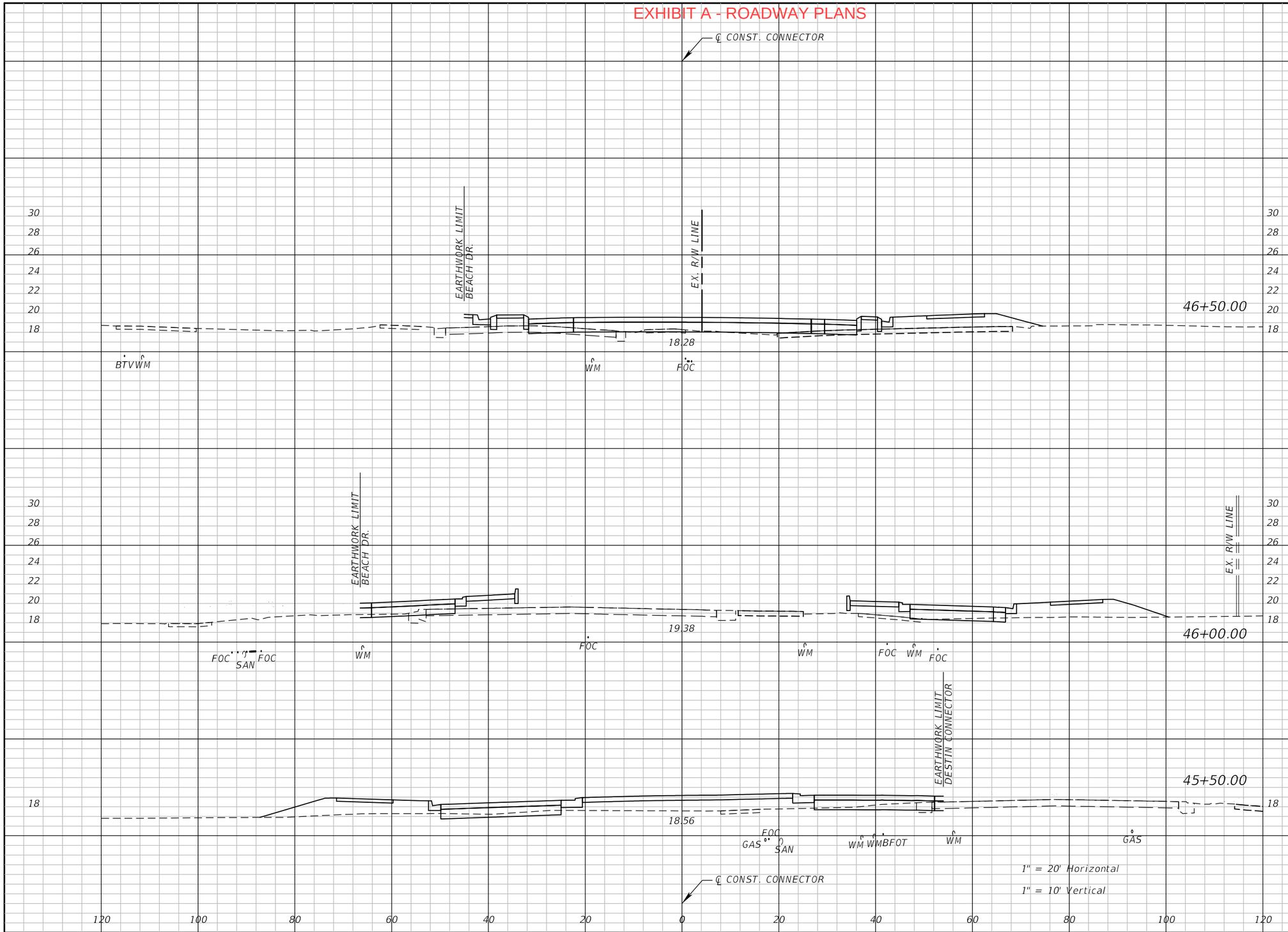
CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

CROSS SECTIONS
DESTIN CONNECTOR

SHEET NO. 79

EXHIBIT A - ROADWAY PLANS



Regular Exc.		Embankment	
A	V	A	V
17.1	26	35.1	229
11.2	33	212.5	281
24.0	78	91.0	105

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482 SOUTH KELLER ROAD
ORLANDO, FL 32810

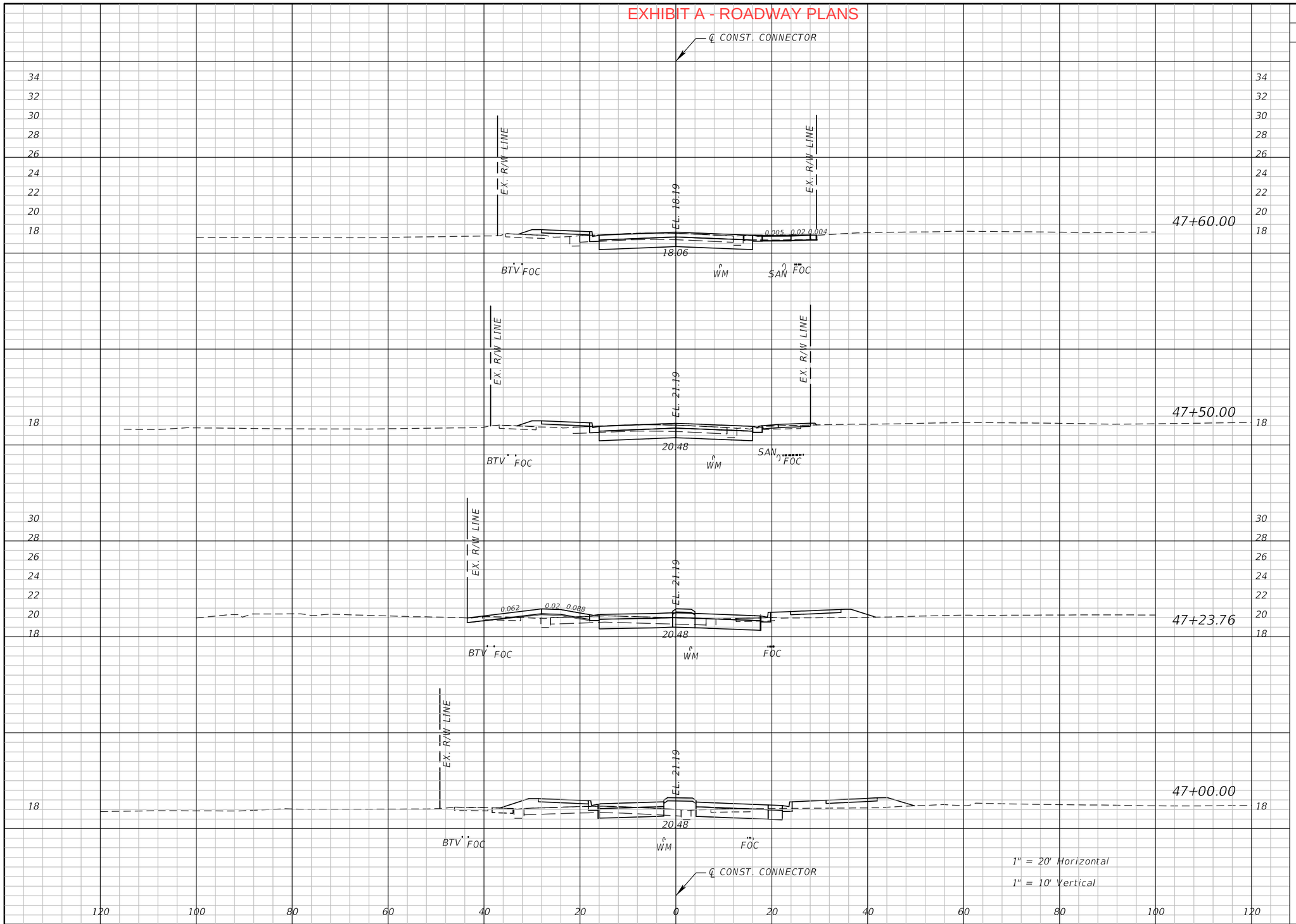
CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

CROSS SECTIONS
DESTIN CONNECTOR

SHEET NO. 80

EXHIBIT A - ROADWAY PLANS



Regular Exc.		Embankment	
A	V	A	V
48.6		4.4	
	18		2
48.2		4.7	
	44		9
44.3		14.6	
	34		18
33.2		26.5	
	47		57

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482 SOUTH KELLER ROAD
ORLANDO, FL 32810

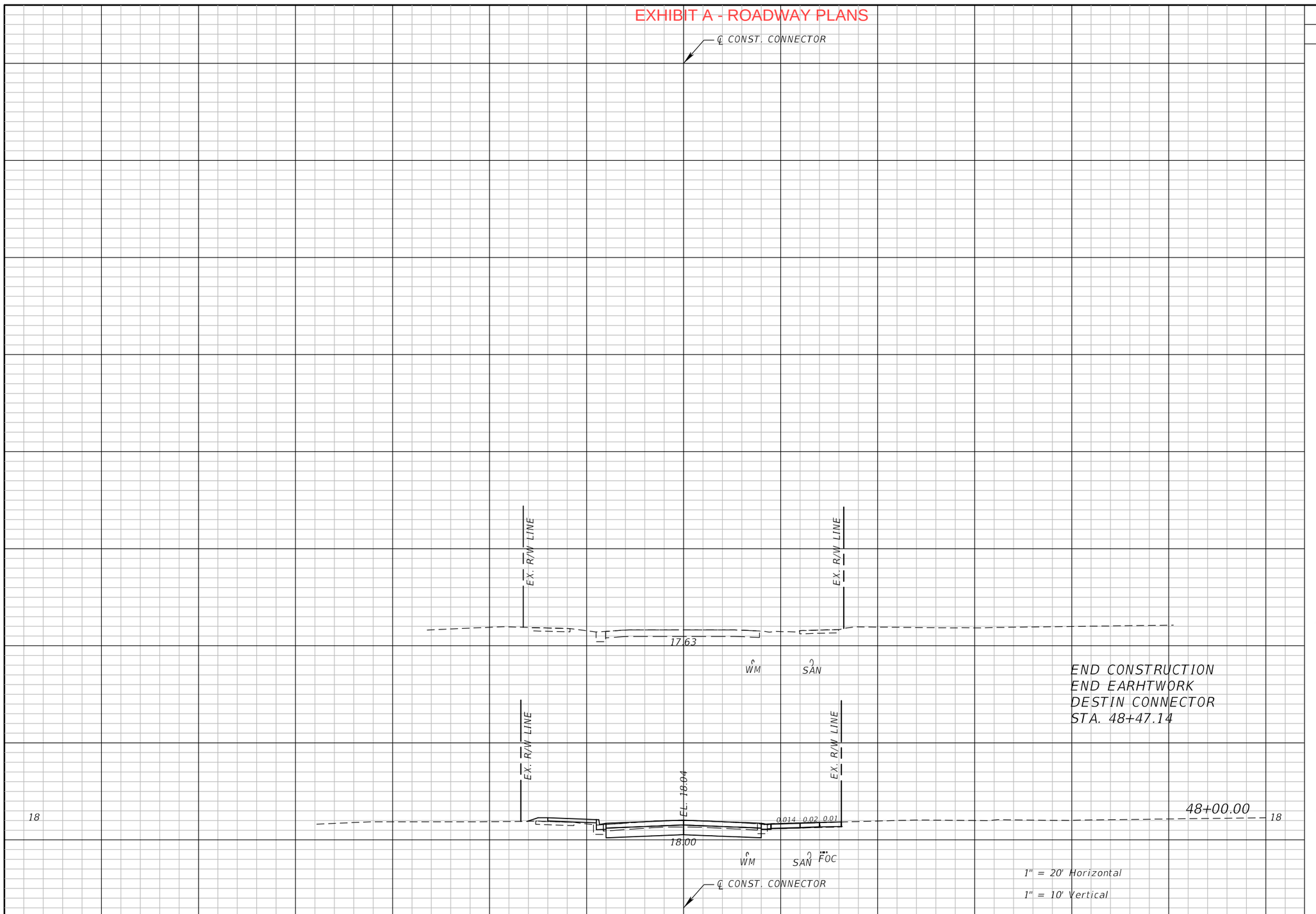
CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

CROSS SECTIONS
DESTIN CONNECTOR

SHEET NO. 81

EXHIBIT A - ROADWAY PLANS



Regular Exc.		Embankment	
A	V	A	V
49.2		2.1	
	86		4
49.2		2.1	
	72		5

1" = 20' Horizontal
1" = 10' Vertical

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REVISIONS			
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P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

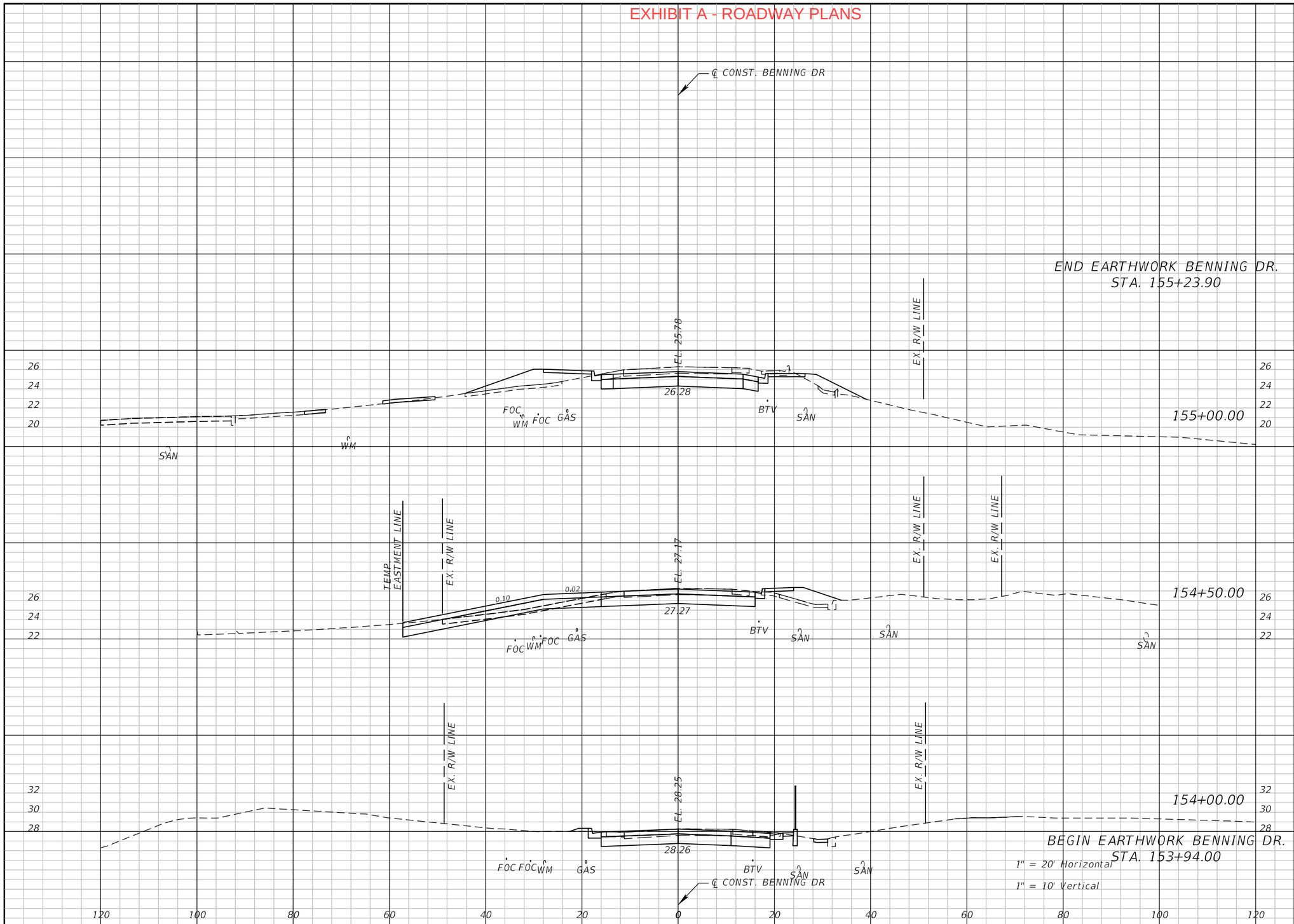
CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

CROSS SECTIONS
DESTIN CONNECTOR

SHEET NO. 82

EXHIBIT A - ROADWAY PLANS



Regular Exc.		Embankment	
A	V	A	V
74.9		30.8	
	66		27
74.9		30.8	
	146		40
84.1		12.0	
	134		12
60.2		0.9	
	13		0
60.2		0.9	

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REVISIONS			
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EDWIN J. RAMOS, P.E.
P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

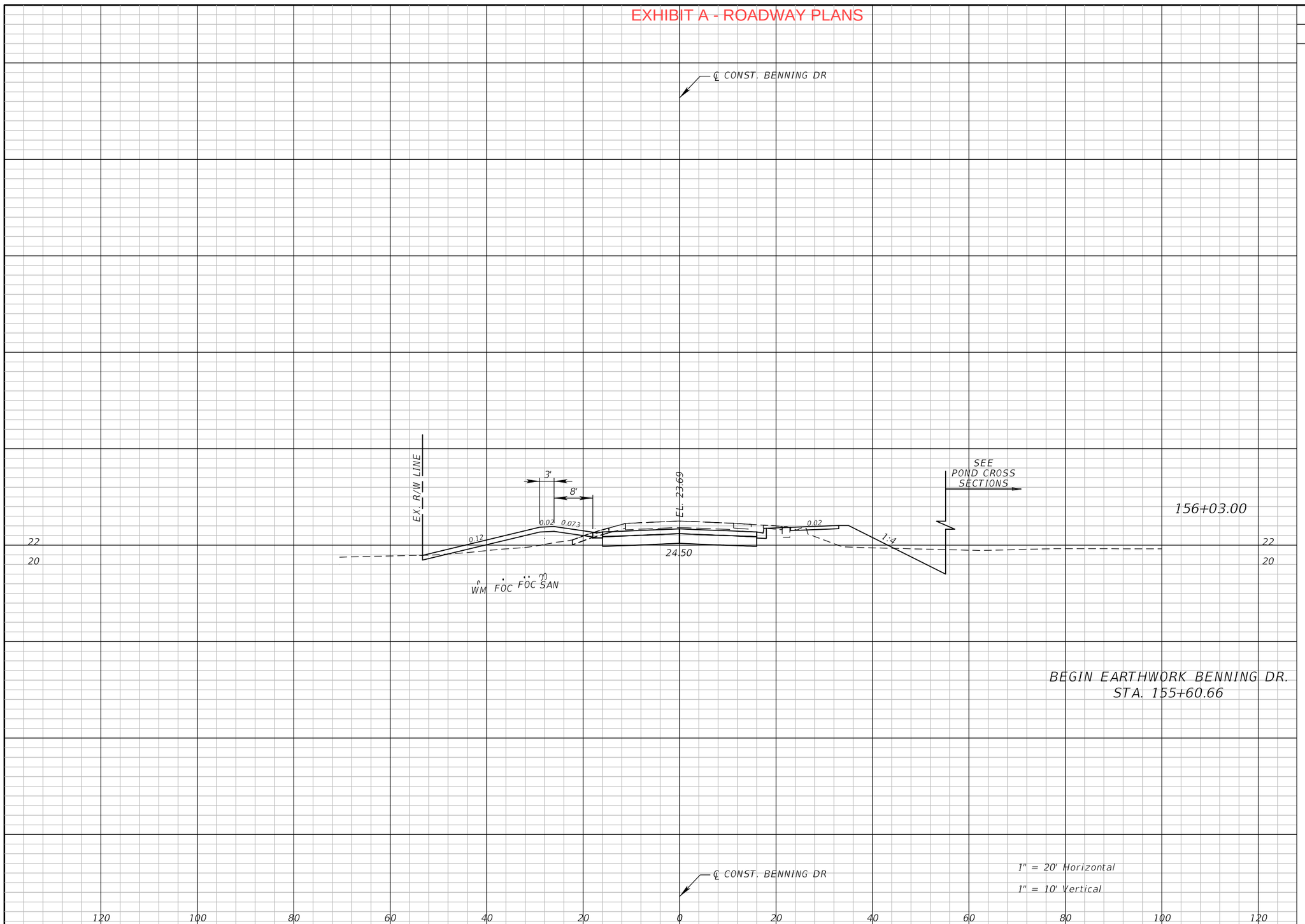
CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

CROSS SECTIONS BENNING DR.

SHEET NO. 83

EXHIBIT A - ROADWAY PLANS



	Regular Exc.		Embankment	
	A	V	A	V
BEGIN EARTHWORK BENNING DR. STA. 155+60.66	93.0		43.8	
		146		70
156+03.00	93.0		43.8	
		146		67

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482 SOUTH KELLER ROAD
ORLANDO, FL 32810

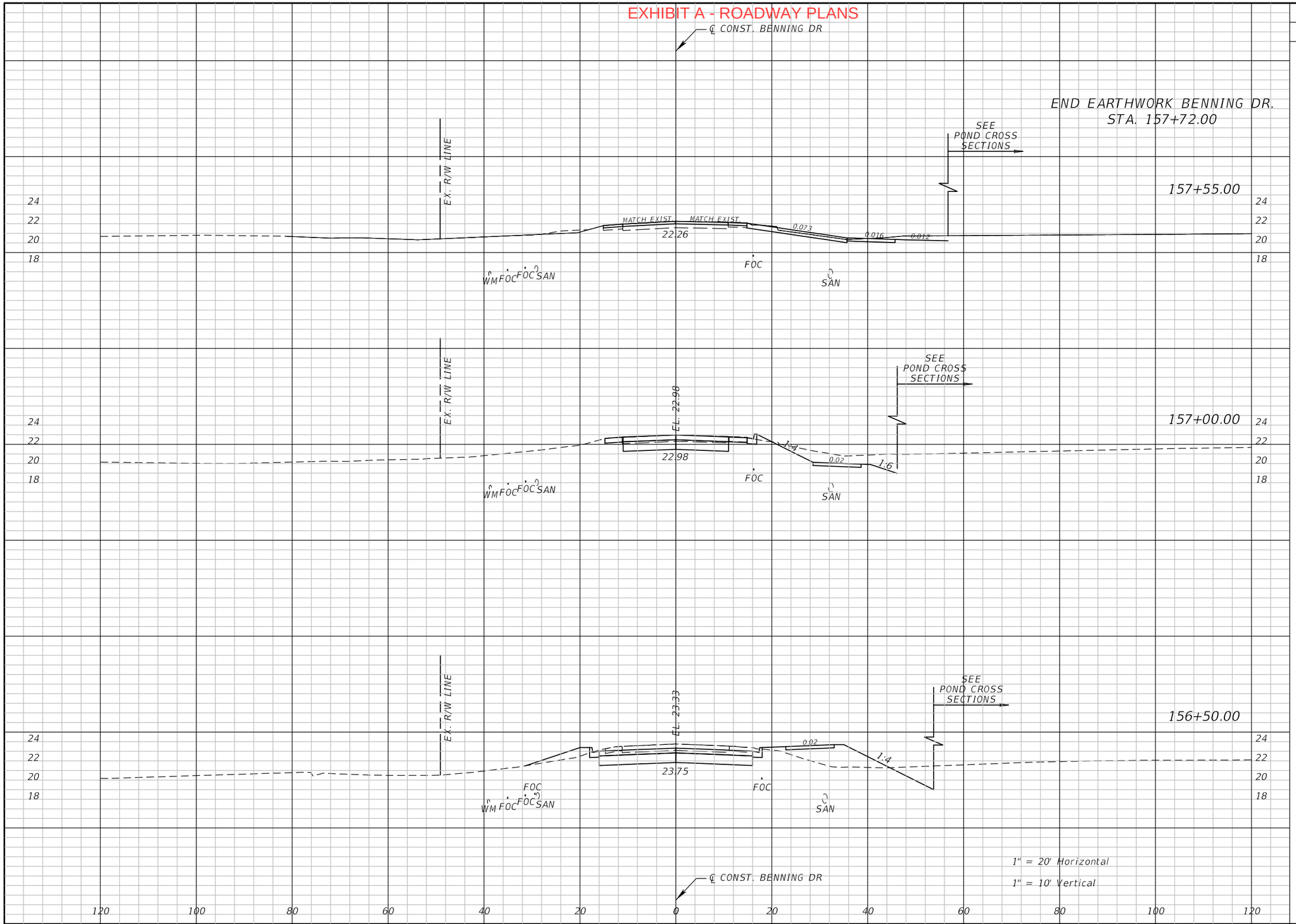
CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

CROSS SECTIONS BENNING DR.

SHEET NO. 84

EXHIBIT A - ROADWAY PLANS



Regular Exc.		Embankment	
A	V	A	V
16.2		0.0	
	10		0
16.2		0.0	
	84		1
66.3		0.9	
	131		35
75.1		36.8	

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REVISIONS			
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482 SOUTH KELLER ROAD
ORLANDO, FL 32810

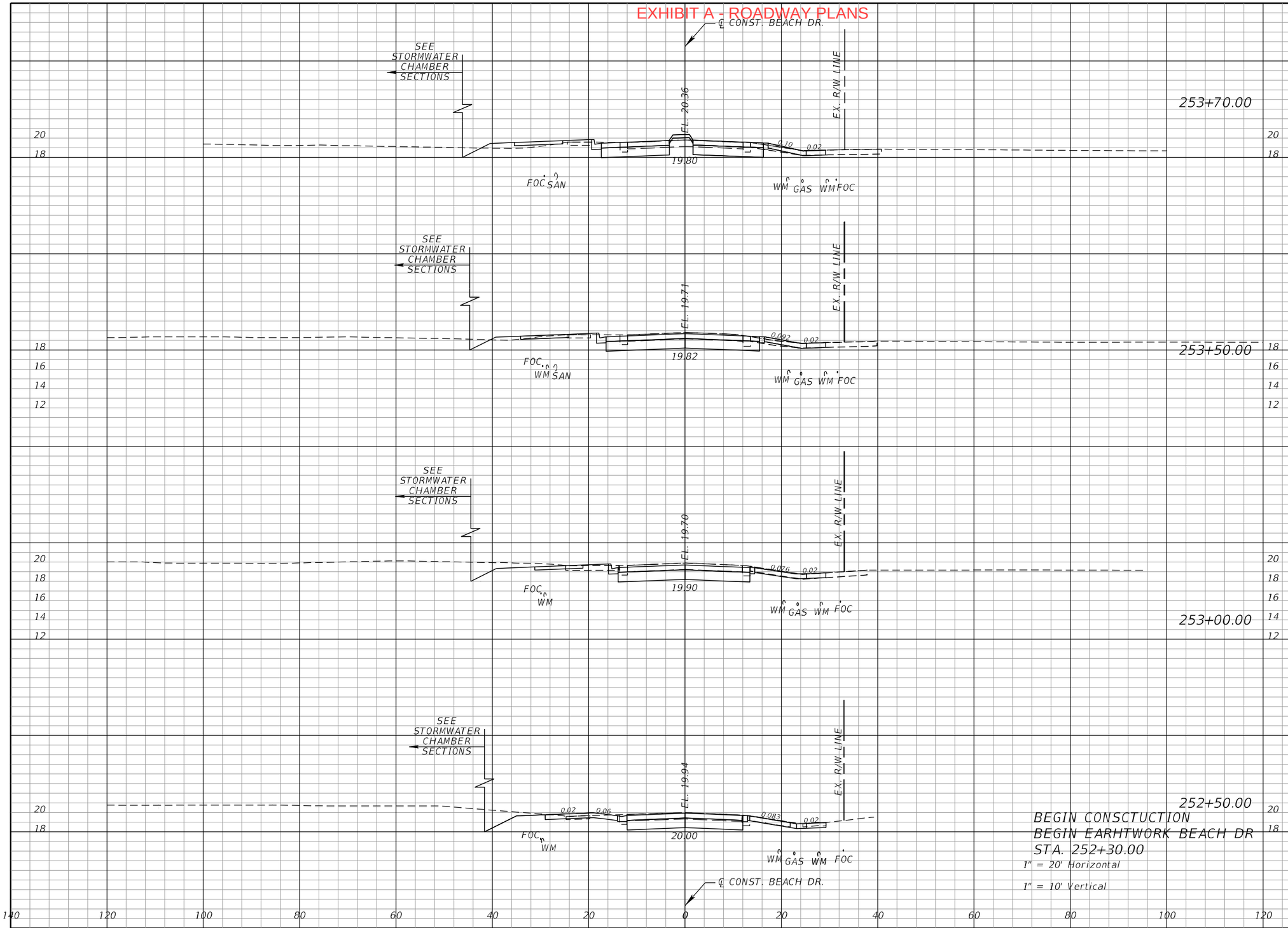
CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

CROSS SECTIONS BENNING DR.

SHEET NO. 85

EXHIBIT A - ROADWAY PLANS



Regular Exc.		Embankment	
A	V	A	V
51.8	43	7.0	4
63.0	125	2.6	3
72.1	126	0.5	0
63.7	24	0.0	0
0.0		0.0	

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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

EDWIN J. RAMOS, P.E.
P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

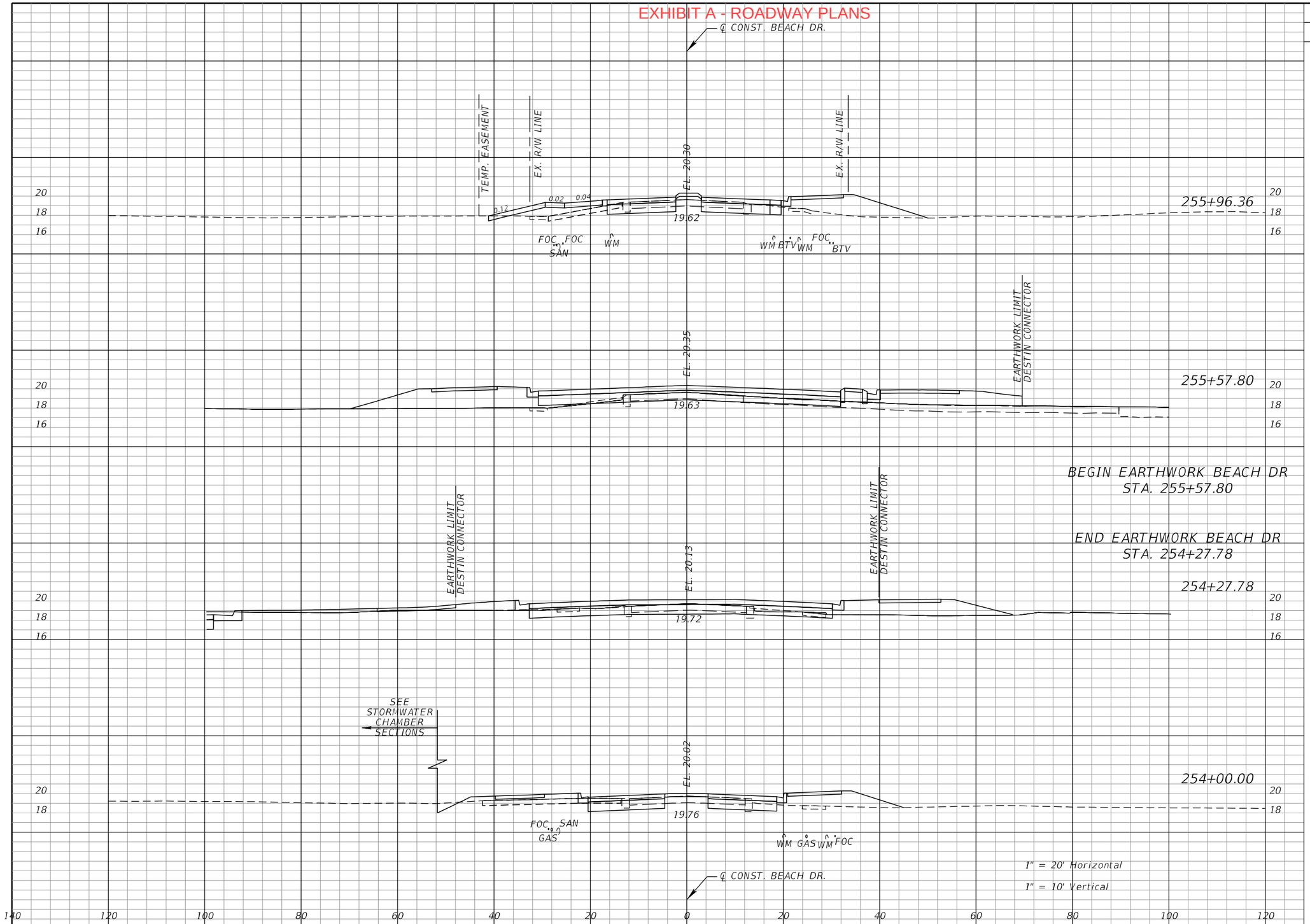
CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

CROSS SECTIONS BEACH DR.

SHEET NO. 86

EXHIBIT A - ROADWAY PLANS



Regular Exc.		Embankment	
A	V	A	V
34.9		48.1	
	48		108
32.7		103.0	
49.6		22.5	
	45		29
37.5		33.9	
	50		23

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482 SOUTH KELLER ROAD
ORLANDO, FL 32810

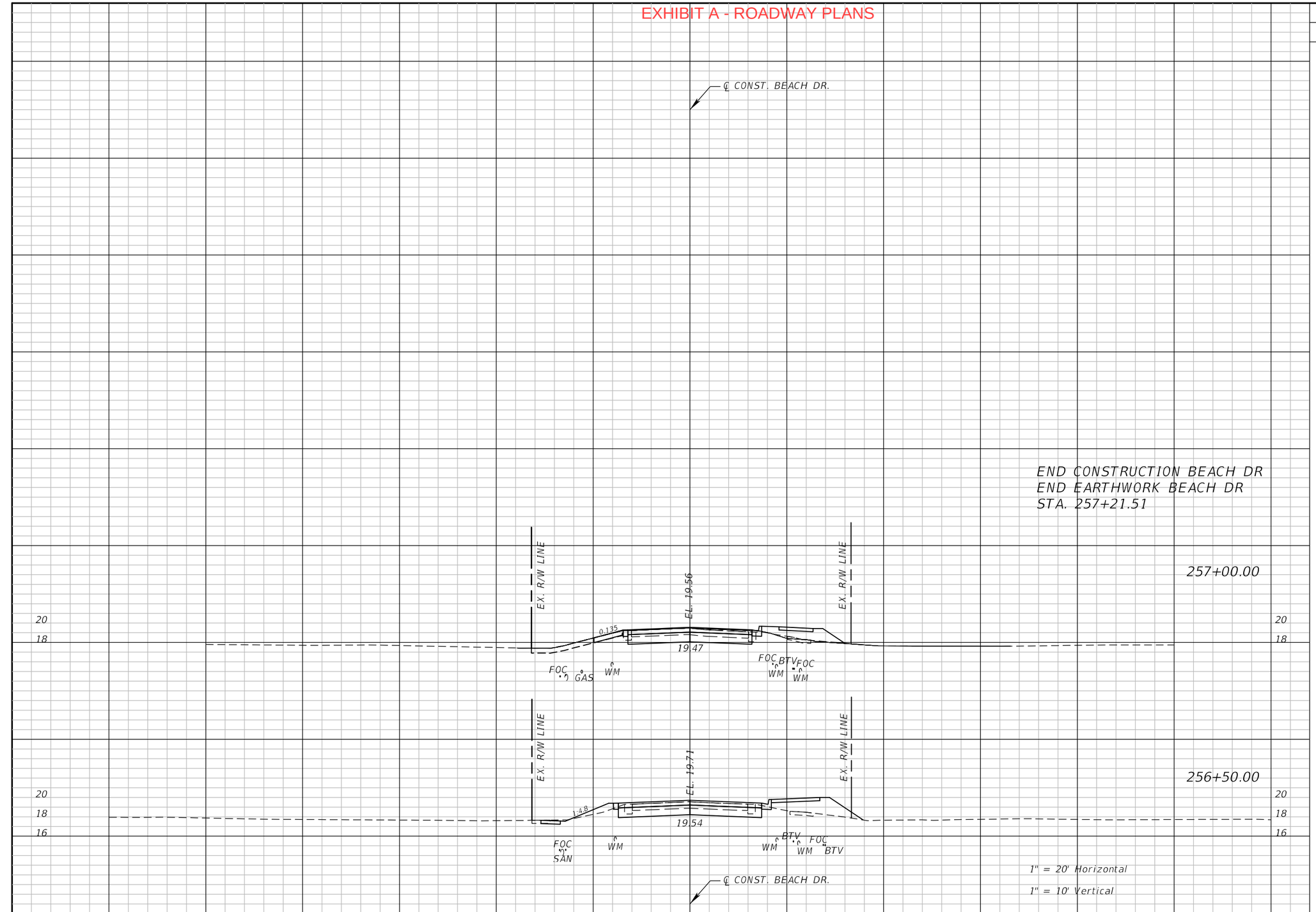
CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

CROSS SECTIONS BEACH DR.

SHEET NO. 87

EXHIBIT A - ROADWAY PLANS



END CONSTRUCTION BEACH DR
END EARTHWORK BEACH DR
STA. 257+21.51

Regular Exc.		Embankment	
A	V	A	V
39.4		13.4	
	31		11
39.4		13.4	
	76		34
42.8		23.4	
	77		71

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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

EDWIN J. RAMOS, P.E.
P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

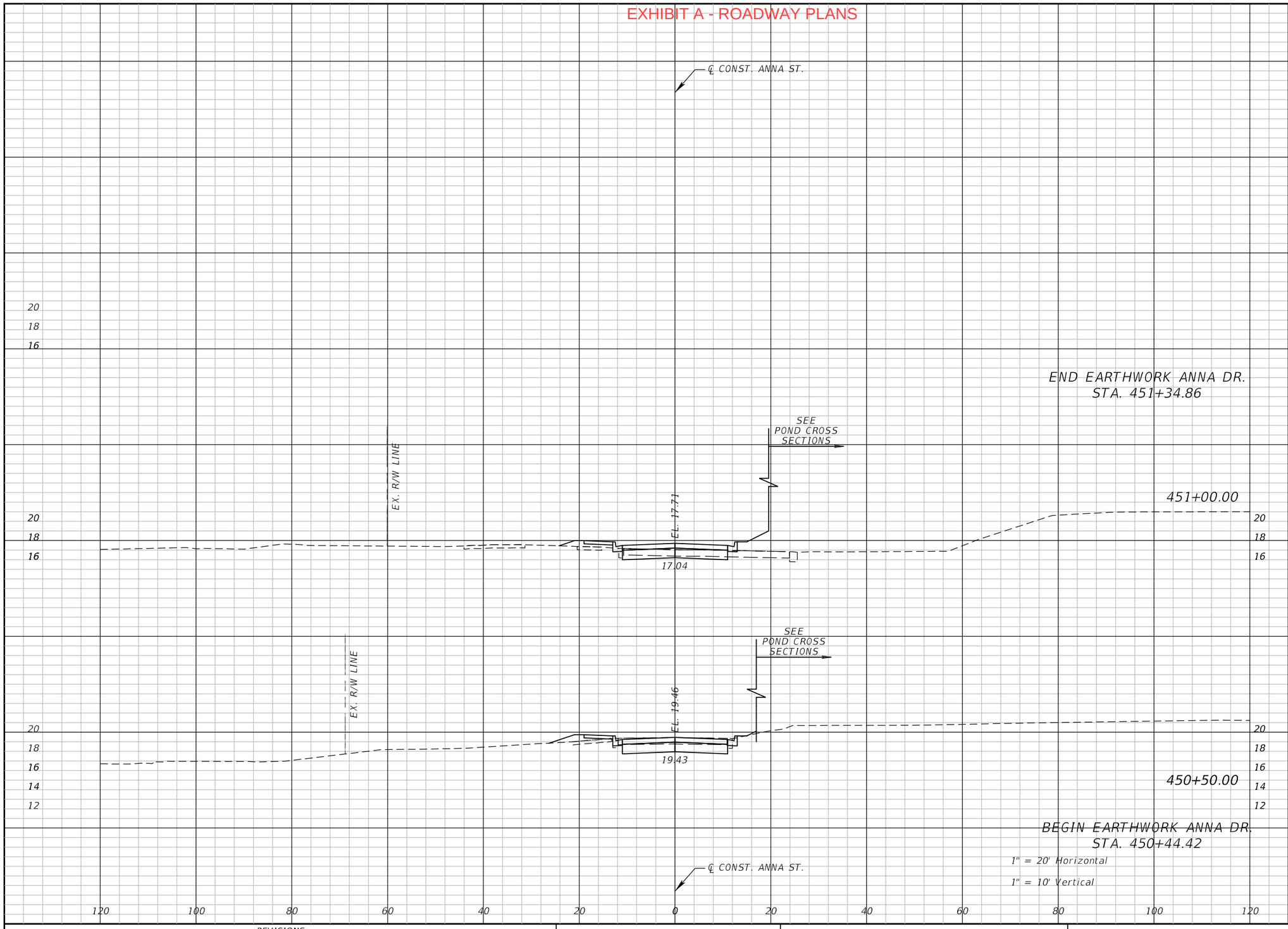
CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

CROSS SECTIONS BEACH DR.

SHEET NO. 88

EXHIBIT A - ROADWAY PLANS



END EARTHWORK ANNA DR.
STA. 451+34.86

451+00.00

450+50.00

BEGIN EARTHWORK ANNA DR.
STA. 450+44.42

1" = 20' Horizontal

1" = 10' Vertical

Regular Exc.		Embankment	
A	V	A	V
22.1		12.7	
	29		16
22.1		12.7	
	55		16
37.3		4.4	
	13		1
37.3		4.4	

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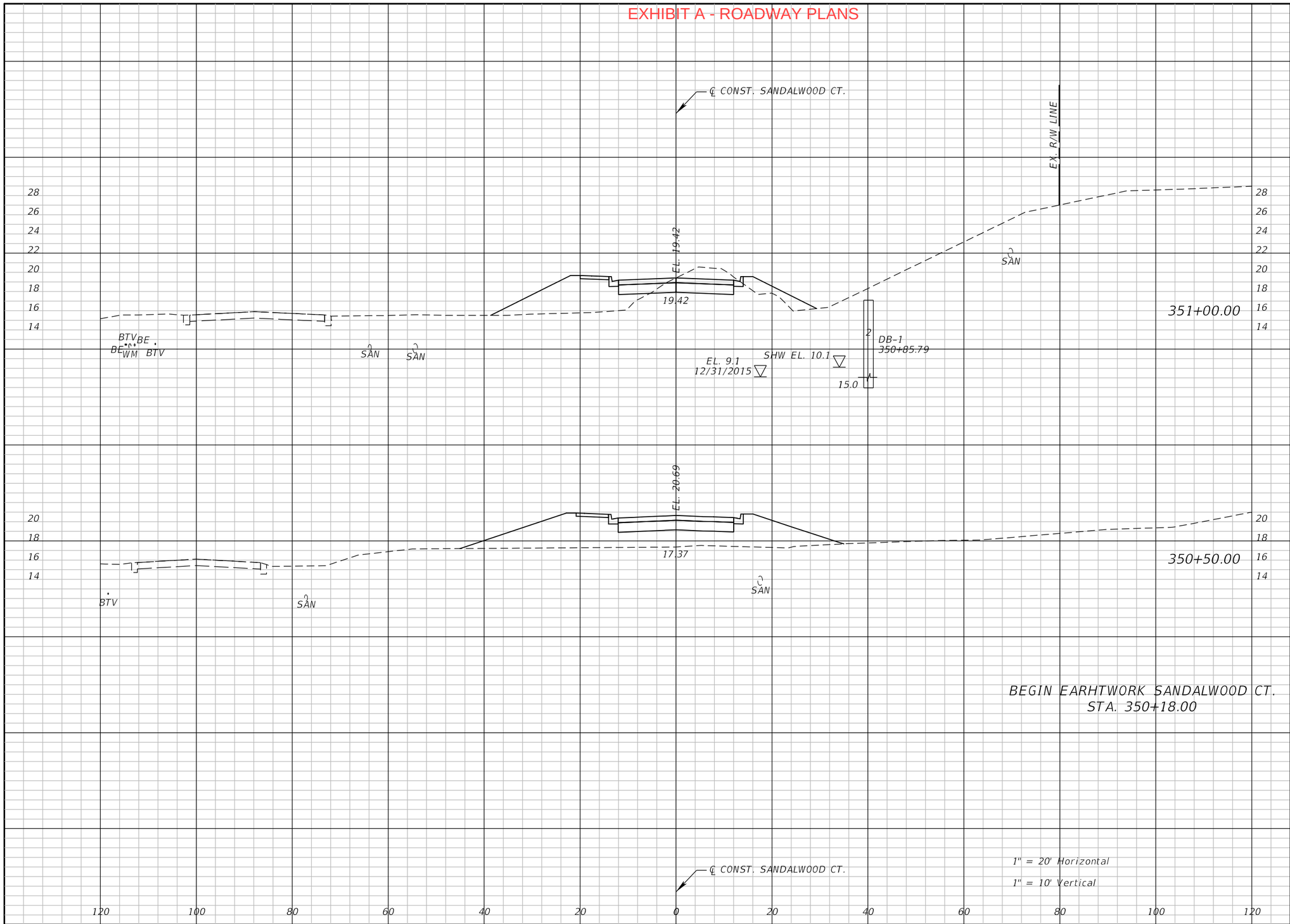
CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

CROSS SECTIONS ANNA ST.

SHEET NO. 89

EXHIBIT A - ROADWAY PLANS



Regular Exc.		Embankment	
A	V	A	V
34.1	32	87.7	228
0.0	0	158.7	188
0.0		158.7	

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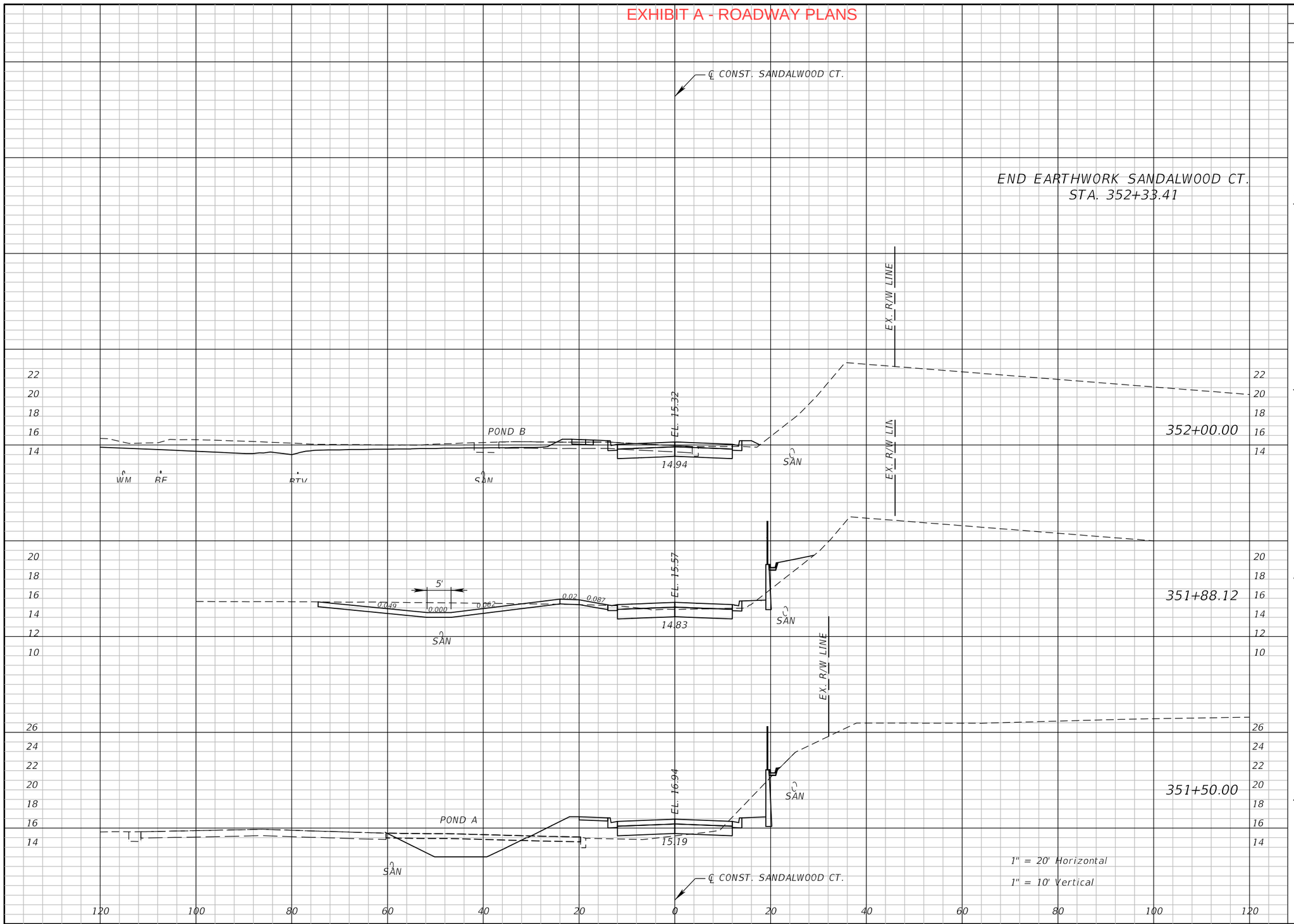
CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

CROSS SECTIONS SANDALWOOD CT.

SHEET NO. 90

EXHIBIT A - ROADWAY PLANS



Regular Exc.		Embankment	
A	V	A	V
34.6		3.3	
	43		4
34.6		3.3	
	17		4
41.5		13.0	
	47		31
25.0		31.4	
	55		110

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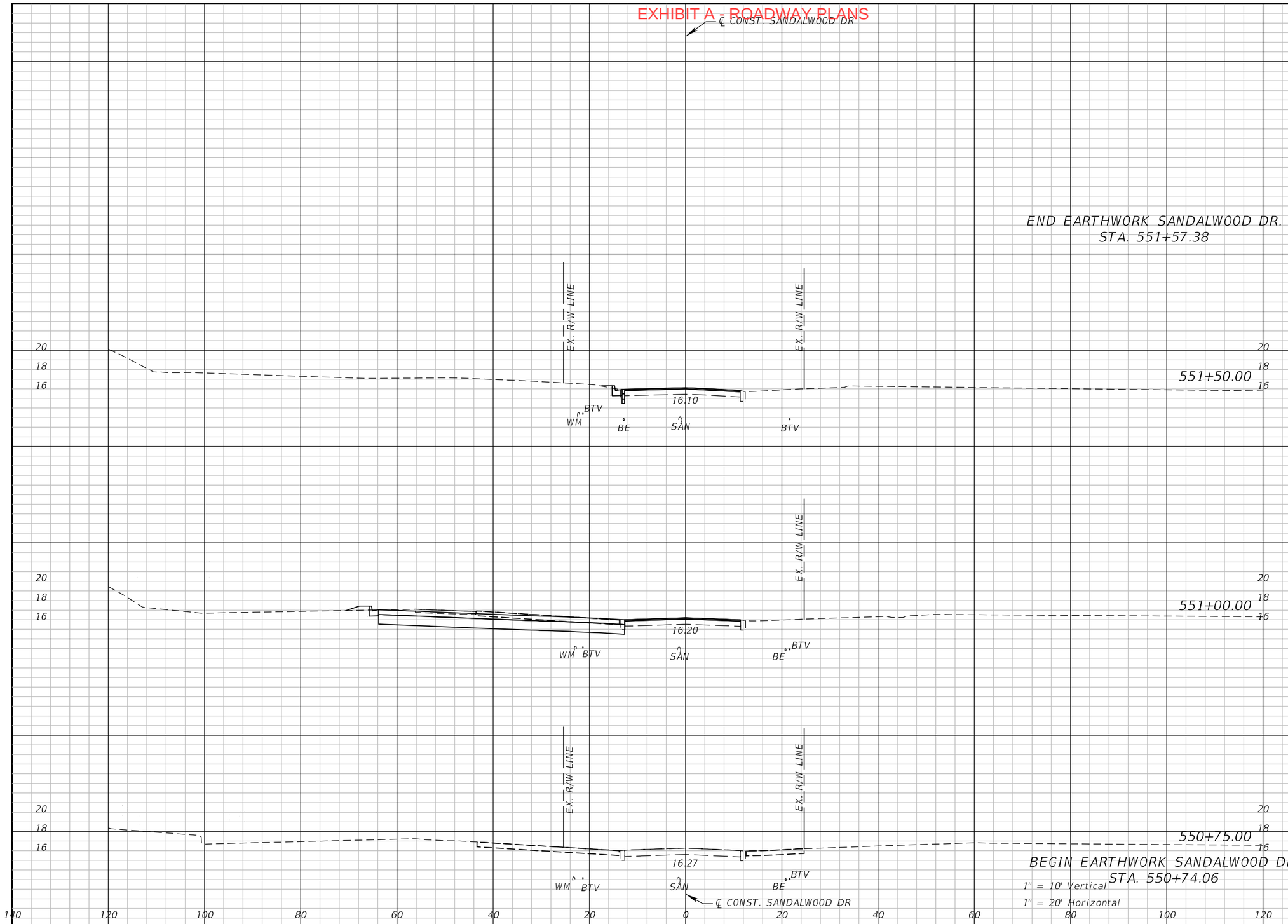
CROSS SECTIONS SANDALWOOD CT.

SHEET NO. 91

EXHIBIT A - ROADWAY PLANS



Regular Exc.		Embankment	
A	V	A	V
0.0		0.0	
	0		0
2.2		0.3	
	80		2
83.9		1.5	
	39		1
0.0		0.0	

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CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

CROSS SECTIONS SANDALWOOD DR.

SHEET NO. 92

EXHIBIT A - ROADWAY PLANS

THE FOLLOWING NARRATIVE OF THE STORMWATER POLLUTION PREVENTION PLAN CONTAINS REFERENCES TO THE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, THE STANDARD PLANS, AND OTHER SHEETS OF THESE CONSTRUCTION PLANS. THE FIRST SHEET OF THE CONSTRUCTION PLANS (CALLED THE KEY SHEET) CONTAINS AN INDEX TO THE OTHER SHEETS. THE COMPLETE STORMWATER POLLUTION PREVENTION PLAN INCLUDES SEVERAL ITEMS: THIS NARRATIVE DESCRIPTION, THE DOCUMENTS REFERENCED IN THIS NARRATIVE, THE CONTRACTOR'S APPROVED EROSION CONTROL PLAN REQUIRED BY SPECIFICATION SECTION 104, AND REPORTS OF INSPECTIONS MADE DURING CONSTRUCTION.

1.0 SITE DESCRIPTION:

1.A. NATURE OF CONSTRUCTION ACTIVITY:

THE DESTIN CROSS TOWN CONNECTOR PROJECT IS LOCATED IN THE CITY OF DESTIN IN OKALOOSA COUNTY, FLORIDA. THE PROJECT INCLUDES APPROXIMATELY 1500 LINEAR FEET OF ROADWAY THAT WILL CONNECT AZALEA DRIVE WITH LEGION DRIVE. THE PROPOSED IMPROVMENTS INCLUDE 11' TRAVEL LANES WITH A 1' SHOULDER AND A 10' SHARED USE PATH.

1.B. SEQUENCE OF MAJOR SOIL DISTURBING ACTIVITIES:

IN THE SEDIMENT AND EROSION CONTROL PLAN, PROVIDE A DETAILED SEQUENCE OF CONSTRUCTION FOR ALL CONSTRUCTION ACTIVITIES. FOLLOW THE SEQUENCE OF MAJOR ACTIVITIES DESCRIBED BELOW, UNLESS A SEQUENCE IS PROPOSED THAT IS EQUAL OR BETTER AT CONTROLLING EROSION AND TRAPPING SEDIMENT AND IS APPROVED BY THE ENGINEER.

FOR EACH CONSTRUCTION PHASE, INSTALL PERIMETER CONTROLS AFTER CLEARING AND GRUBBING NECESSARY FOR INSTALLATION OF CONTROLS BUT BEFORE BEGINNING OTHER WORK FOR THE CONSTRUCTION PHASE. REMOVE PERIMETER CONTROLS ONLY AFTER ALL UPSTREAM AREAS ARE STABILIZED.

1. CLEARING AND GRUBBING, EARTHWORK, EARTHWORK FOR POND CONSTRUCTION AND STORM DRAIN CONSTRUCTION FOR POND INFLOWS.

2. STORM DRAIN CONSTRUCTION. CONSTRUCT THE STORM DRAIN PIPE IN THE UPSTREAM DIRECTION.

3. EARTHWORK ASSOCIATED WITH THE CONSTRUCTION OF ROADWAY, GRAVITY WALL, CURB, SUBGRADE, BASE, PAVEMENT, AND SIDEWALK.

1.C. AREA ESTIMATES:

TOTAL SITE AREA: 10.03 ACRES.
TOTAL AREA TO BE DISTURBED: 10.03 ACRES

1.0. RUNOFF DATA:
RUNOFF COEFFICIENTS:
BEFORE: 0.45
DURING: VARIES FROM 0.45 TO 0.60
AFTER: 0.60

SOILS DATA: THE RESULTS OF THE SOIL BORINGS ALONG THE ROADWAY ARE SHOWN IN THE ROADWAY SOIL SURVEY SHEETS. THE RESULTS OF SOIL BORINGS DONE IN THE PONDS ARE SHOWN ON THE POND DETAIL SHEETS. THE NUMBERS FOR THESE ARE IDENTIFIED ON THE KEY SHEET OF THESE CONSTRUCTION PLANS. IN GENERAL, THE PROJECT AREA CONSISTS OF SANDY SOILS.

OUTFALL INFORMATION:
THERE ARE NO OUTFALLS.

I.E. SITE MAP:

THE CONSTRUCTION PLANS ARE BEING USED AS THE SITE MAPS. THE LOCATION OF THE REQUIRED INFORMATION IS DESCRIBED BELOW. THE SHEET NUMBERS FOR THE PLAN SHEETS REFERENCED ARE IDENTIFIED ON THE KEY SHEET OF THESE CONSTRUCTION PLANS.

* DRAINAGE PATTERNS: THE DRAINAGE BASIN DIVIDES AND FLOW DIRECTIONS ARE SHOWN ON THE DRAINAGE MAPS.

* APPROXIMATE SLOPES: THE SLOPES OF THE SITE CAN BE SEEN IN THE CROSS SECTION SHEETS AND THE PLAN-PROFILE SHEETS. THERE ARE POND CROSS SECTIONS LOCATED WITH THE POND DETAIL SHEETS.

* AREAS OF SOIL DISTURBANCE: THE AREAS TO BE DISTURBED ARE INDICATED ON THE PLAN-PROFILE SHEETS, THE CROSS SECTION SHEETS, AND THE POND DETAIL SHEETS. ANY AREAS WHERE PERMANENT FEATURES ARE SHOWN TO BE CONSTRUCTED ABOVE OR BELOW GROUND WILL BE DISTURBED.

* AREAS NOT TO BE DISTURBED: ESSENTIALLY THE WHOLE PROJECT WILL BE DISTURBED DURING CONSTRUCTION.

* LOCATIONS OF TEMPORARY CONTROLS: THESE ARE SHOWN ON THE EROSION CONTROL SHEETS. TABLES PROVIDING SUMMARIES OF TEMPORARY EROSION AND SEDIMENT CONTROL ITEMS ARE PROVIDED IN THE SUMMARY OF QUANTITIES SHEETS.

* LOCATIONS OF PERMANENT CONTROLS: THE STORMWATER PONDS, HPTRM AND OUTFALL RIPRAP ARE THE PRIMARY PERMANENT STORMWATER MANAGEMENT CONTROLS. THESE ARE SHOWN ON THE POND DETAIL SHEETS.

* AREAS TO BE STABILIZED: TEMPORARY STABILIZATION PRACTICES ARE SHOWN IN THE SAME LOCATION AS THE TEMPORARY CONTROLS MENTIONED ABOVE. PERMANENT STABILIZATION IS SHOWN ON THE TYPICAL SECTION SHEETS, THE PLAN-PROFILE SHEETS AND THE POND DETAIL SHEETS.

1.F. RECEIVING WATERS:

THERE ARE NO RECEIVING WATER BODIES OR WETLAND AREAS ON THE PROJECT SITE.

2.0 CONTROLS:

2.A. EROSION AND SEDIMENT CONTROLS:

IN THE SEDIMENT AND EROSION CONTROL PLAN, THE CONTRACTOR SHALL DESCRIBE THE PROPOSED STABILIZATION AND STRUCTURAL PRACTICES BASED ON THE CONTRACTOR'S PROPOSED TEMPORARY TRAFFIC CONTROL (TTC) PLAN. THE FOLLOWING RECOMMENDED GUIDELINES ARE BASED ON THE TEMPORARY TRAFFIC CONTROL PLAN OUTLINED IN THE CONSTRUCTION PLANS. WHERE FOLLOWING THE TEMPORARY TRAFFIC CONTROL PLAN OUTLINED IN THESE CONSTRUCTION PLANS, THE CONTRACTOR MAY CHOOSE TO ACCEPT THE FOLLOWING GUIDELINES OR MODIFY THEM IN THE SEDIMENT AND EROSION CONTROL PLAN, SUBJECT TO APPROVAL BY THE ENGINEER. AS WORK PROGRESSES, MODIFY THE PLAN TO ADAPT TO SEASONAL VARIATIONS, CHANGES IN CONSTRUCTION ACTIVITIES, AND THE NEED FOR BETTER PRACTICES.

FOR EACH CONSTRUCTION PHASE, INSTALL PERIMETER CONTROLS AFTER CLEARING AND GRUBBING NECESSARY FOR INSTALLATION OF CONTROLS BUT BEFORE BEGINNING OTHER WORK FOR THE CONSTRUCTION PHASE. REMOVE PERIMETER CONTROLS ONLY AFTER ALL UPSTREAM AREAS ARE STABILIZED.

A DESCRIPTION OF EACH PHASE OF THE TEMPORARY TRAFFIC CONTROL IS PROVIDED IN THE TTCP PLAN GENERAL NOTES SHEET.

2.A.1 STABILIZATION PRACTICES:

IN THE SEDIMENT AND EROSION CONTROL PLAN, THE CONTRACTOR SHALL DESCRIBE THE STABILIZATION PRACTICES PROPOSED TO CONTROL EROSION. THE CONTRACTOR SHALL INITIATE ALL STABILIZATION MEASURES AS SOON AS PRACTICAL, BUT IN NO CASE MORE THAN 7 DAYS, IN PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CEASED. THE STABILIZATION PRACTICES SHALL INCLUDE AT LEAST THE FOLLOWING, UNLESS OTHERWISE APPROVED BY THE ENGINEER.

TEMPORARY:

* ARTIFICIALCOVERINGS IN ACCORDANCE WITH SPECIFICATION SECTION 104.

* TURF AND SOD IN ACCORDANCE WITH SPECIFICATION SECTION 104.

PERMANENT:

* ASPHALT OR CONCRETE SURFACE.

* SOD IN ACCORDANCE WITH SPECIFICATION SECTION 570.

2.A.2 STRUCTURAL PRACTICES:

IN THE SEDIMENT AND EROSION CONTROL PLAN, THE CONTRACTOR SHALL DESCRIBE THE PROPOSED STRUCTURAL PRACTICES TO CONTROL OR TRAP SEDIMENT AND OTHERWISE PREVENT THE DISCHARGE OF POLLUTANTS FROM EXPOSED AREAS OF THE SITE. SEDIMENT CONTROLS SHALL BE IN PLACE BEFORE DISTURBING SOIL UPSTREAM OF THE CONTROL. THE STRUCTURAL PRACTICES SHALL INCLUDE AT LEAST THE FOLLOWING, UNLESS OTHERWISE APPROVED BY THE ENGINEER:

TEMPORARY:

* SEDIMENT BARRIERS IN ACCORDANCE WITH DESIGN SPECIFICATION SECTION 104, AND FDEP EROSION AND SEDIMENT CONTROL DESIGNER AND REVIEWER MANUAL.

* INLET PROTECTION IN ACCORDANCE WITH FDEP EROSION AND SEDIMENT CONTROL DESIGNER AND REVIEWER MANUAL, AND SPECIAL DETAILS SHOWN IN THE TTC PLAN.

* SEDIMENT CONTAINMENT SYSTEM: THE PERMANENT STORMWATER PONDS WILL BE TEMPORARILY MODIFIED ACCORDING TO THE DETAILS IN THE TTC PLAN.

PERMANENT:

* STORMWATER PONDS

* SOD

*RIPRAP

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482 W. KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

STORMWATER POLLUTION PREVENTION PLAN

SHEET NO. 93

EXHIBIT A - ROADWAY PLANS

2.B STORMWATER MANAGEMENT:

STORM DRAIN SYSTEMS WILL BE CONSTRUCTED TO CONVEY RUNOFF TO TWO (2) STORMWATER RETENTION PONDS. THE FACILITIES ARE PENDING PERMITS BY THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) AND THE NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT (NWFWMD).

2.C OTHER CONTROLS:

2.C.1 WASTE DISPOSAL:

IN THE SEDIMENT AND EROSION CONTROL PLAN, DESCRIBE THE PROPOSED METHODS TO PREVENT THE DISCHARGE OF SOLID MATERIALS, INCLUDING BUILDING MATERIALS, TO WATERS OF THE UNITED STATES. THE PROPOSED METHODS SHALL INCLUDE AT LEAST THE FOLLOWING, UNLESS OTHERWISE APPROVED BY THE ENGINEER:

* PROVIDING LITTER CONTROL AND COLLECTION WITHIN THE PROJECT DURING CONSTRUCTION ACTIVITIES.

* DISPOSING OF ALL FERTILIZER OR OTHER CHEMICAL CONTAINERS ACCORDING TO EPA'S STANDARD PRACTICES AS DETAILED BY THE MANUFACTURER.

* DISPOSING OF SOLID MATERIALS INCLUDING BUILDING AND CONSTRUCT/ON MATERIALS OFF THE PROJECT SITE BUT NOT IN SURFACE WATERS, OR WETLANDS.

2.C.2 OFF-SITE VEHICLE TRACKING & DUST CONTROL:

IN THE SEDIMENT AND EROSION CONTROL PLAN, DESCRIBE THE PROPOSED METHODS FOR MINIMIZING OFFSITE VEHICLE TRACKING OF SEDIMENTS AND GENERATING DUST. INCLUDE IN THE PROPOSED METHODS AT LEAST THE FOLLOWING, UNLESS OTHERWISE APPROVED BY THE ENGINEER:

* COVERING LOADED HAUL TRUCKS WITH TARPAULINS.

* REMOVING EXCESS DIRT FROM ROADS DAILY.

* STABILIZING CONSTRUCTION ENTRANCES ACCORDING TO THE FDEP EROSION AND SEDIMENT CONTROL DESIGNER AND REVIEWER MANUAL.

* USING ROADWAY SWEEPERS DURING DUST GENERATING ACTIVITIES SUCH AS EXCAVATION AND MILLING OPERATIONS.

2.C.3 STATE AND LOCAL REGULATIONS FOR WASTE DISPOSAL, SANITARY SEWER, OR SEPTIC TANK REGULATIONS:

IN THE SPECIFICATION SECTION 104, EROSION CONTROL PLAN, DESCRIBE THE PROPOSED PROCEDURES TO COMPLY WITH APPLICABLE STATE AND LOCAL REGULATIONS FOR WASTE DISPOSAL, AND SANITARY SEWER OR SEPTIC SYSTEMS.

2.C.4 FERTILIZERS AND PESTICIDES:

IN THE SEDIMENT AND EROSION CONTROL PLAN, DESCRIBE THE PROCEDURES FOR APPLYING FERTILIZERS AND PESTICIDES. THE PROPOSED PROCEDURES SHALL COMPLY WITH APPLICABLE SUBSECTIONS OF SECTION 982 OF THE SPECIFICATIONS.

2.C.5 TOXIC SUBSTANCES:

IN THE SEDIMENT AND EROSION CONTROL PLAN, PROVIDE A LIST OF TOXIC SUBSTANCES THAT ARE LIKELY TO BE USED ON THE JOB AND PROVIDE A PLAN ADDRESSING THE GENERATION, APPLICATION, MIGRATION, STORAGE, AND DISPOSAL OF THESE SUBSTANCES.

2.D.4 APPROVED STATE AND LOCAL PLANS AND PERMITS:

* FDEP RULE CHAPTER 62-25 F.A.C.

3.0 MAINTENANCE:

IN THE SEDIMENT AND EROSION CONTROL PLAN, PROVIDE A PLAN FOR MAINTAINING ALL EROSION AND SEDIMENT CONTROLS THROUGHOUT CONSTRUCTION. THE MAINTENANCE PLAN SHALL AT A MINIMUM, COMPLY WITH THE FOLLOWING:

* SILT FENCE: MAINTAIN PER SPECIFICATION SECTION 104. ANTICIPATE REPLACING SILT FENCE ON 12 MONTH INTERVALS.

* SEDIMENT BARRIERS: REMOVE SEDIMENT AS PER MANUFACTURER'S RECOMMENDATIONS OR WHEN WATER PONDS IN UNACCEPTABLE AMOUNTS OR AREAS.

* PONDS ONE AND TWO: THE PONDS ARE TEMPORARY SEDIMENT BASINS UNTIL THE AREAS THAT DRAIN TO THEM ARE STABILIZED, SO UNTIL THEN, REMOVE SEDIMENT FROM THE POND WHEN IT BECOMES 1.5' DEEP AT ANY POINT.

4.0 INSPECTIONS:

QUALIFIED PERSONNEL SHALL INSPECT THE FOLLOWING ITEMS AT LEAST ONCE EVERY SEVEN CALENDAR DAYS AND WITHIN 24 HOURS OF THE END OF A STORM THAT IS 0.50 INCHES OR GREATER.

TO COMPLY, INSTALL AND MA/NTAIN RAIN GAUGES AND RECORD THE DAILY RAINFALL. WHERE SITES HAVE BEEN PERMANENTLY STABILIZED, CONDUCT INSPECTIONS AT LEAST ONCE EVERY MONTH. ALSO INSPECT THAT CONTROLS INSTALLED IN THE FIELD AGREE WITH THE LATEST STORMWATER POLLUTION PREVENTION PLAN.

* POINTS OF DISCHARGE TO WATERS OF THE UNITED STATES.

* POINTS OF DISCHARGE TO MUNICIPAL SEPARATE STORM DRAIN SYSTEMS.

* DISTURBED AREAS OF THE SITE THAT HAVE NOT BEEN FINALLY STABILIZED.

* AREAS USED FOR STORAGE OF MATERIALS THAT ARE EXPOSED TO PRECIPITATION.

* STRUCTURAL CONTROLS.

* STORMWATER MANAGEMENT SYSTEMS.

* LOCATIONS WHERE VEHICLES ENTER OR EXIT THE SITE.

INITIATE REPAIRS WITHIN 24 HOURS OF INSPECTIONS THAT INDICATE ITEMS ARE NOT IN GOOD WORKING ORDER.

IF INSPECTIONS INDICATE THAT THE INSTALLED STABILIZATION AND STRUCTURAL PRACTICES ARE NOT SUFFICIENT TO MINIMIZE EROSION, RETAIN SEDIMENT, AND PREVENT DISCHARGING POLLUTANTS, PROVIDE ADDITIONAL MEASURES, AS APPROVED BY THE ENGINEER.

5.0 NON-STORMWATER DISCHARGES:

IN THE SPECIFICATION SECTION 104 EROSION CONTROL PLAN, IDENTIFY ALL ANTICIPATED NON-STORMWATER DISCHARGES (EXCEPT FLOWS FROM FIRE FIGHTING ACTIVITIES). DESCRIBE THE PROPOSED MEASURES TO PREVENT POLLUTION OF THESE NON-STORMWATER DISCHARGES. IF THE CONTRACTOR ENCOUNTERS CONTAMINATED SOIL OR GROUNDWATER, CONTACT THE NWFWMD AT (800) 913-1518.

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COUNTY	CONSTRUCTION PLANS FOR:
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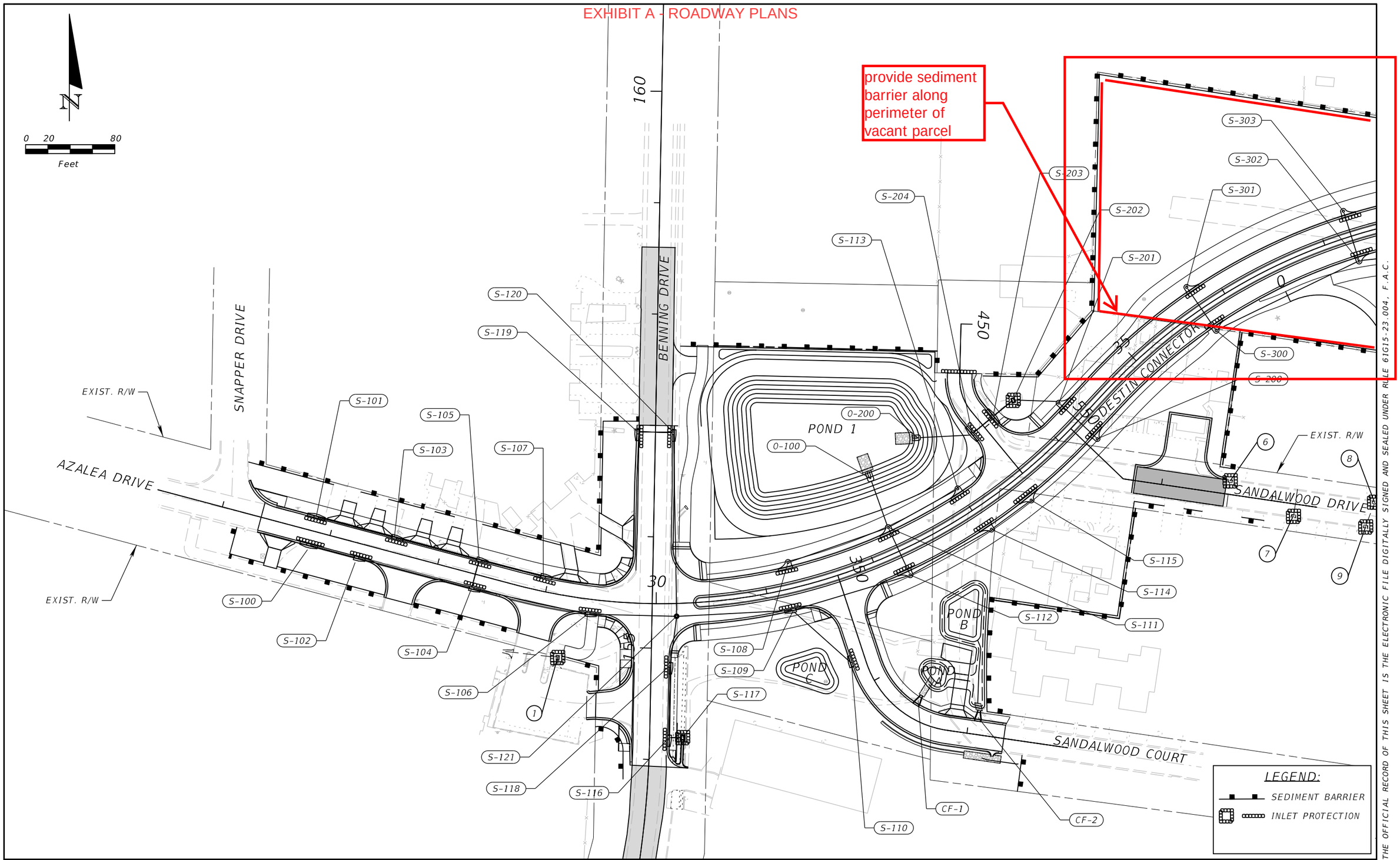
STORMWATER POLLUTION PREVENTION PLAN

SHEET NO. 94

EXHIBIT A - ROADWAY PLANS



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OKALOOSA	DESTIN CROSS TOWN CONNECTOR

EROSION AND SEDIMENT CONTROL PLAN (1/2)

SHEET NO. 95

EXHIBIT A - ROADWAY PLANS

provide sediment barrier along perimeter of vacant parcel

provide inlet protection for nyloplast inlets until site grading is completed and sod is established

N

0 20 80

Feet

BEACH DRIVE

SEAGULL LANE

LEGION DRIVE

ANN CIRCLE

DESTIN CONNECTOR

SANDALWOOD DRIVE

EXIST. R/W

EXIST. R/W

ADS-W

ADS STORMWATER CHAMBERS

ADS-E

S-304 S-400 S-401 S-402 S-403 S-404 S-405 S-406 S-407 S-408 S-409 S-410 S-411 S-412 S-413 S-414 S-415 S-416 S-500 S-501 S-502 S-503 S-504 S-505 S-506 S-507 S-508

40 45 50 255 4 5

LEGEND:

SEDIMENT BARRIER

INLET PROTECTION

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COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

EROSION AND SEDIMENT CONTROL PLAN (2/2)

SHEET NO. 96

TEMPORARY TRAFFIC CONTROL GENERAL NOTES:

1. TRAFFIC CONTROLS SHALL BE IN ACCORDANCE WITH PROJECT PLANS, THE CURRENT EDITION OF THE FDOT STANDARD PLANS INDEX 102-100, 102-120 AND 102-600 SERIES, THE FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, AND THE MANUAL FOR UNIFORM TRAFFIC CONTROL DEVICES (M.U.T.C.D.).

2. ANY ADDITIONAL INTERRUPTIONS TO NORMAL TRAFFIC PATTERNS, WHICH ARE NOT SHOWN IN THE TRAFFIC CONTROL PLAN, BUT ARE NECESSARY TO CONSTRUCT THE PROJECT SHALL BE SUBMITTED IN WRITING TO THE PROJECT ADMINISTRATOR AND APPROVAL SHALL BE OBTAINED PRIOR TO THE COMMENCEMENT OF WORK. SUBMITTAL MATERIAL SHALL INCLUDE SKETCHES, CALCULATIONS, AND OTHER DATA AND SHALL BE SIGNED AND SEALED BY A FL REGISTERED ENGINEER.

3. CONTRACTOR SHALL MAINTAIN AND KEEP SIDE ROAD NAME IDENTIFICATION VISIBLE DURING CONSTRUCTION IN ORDER TO FACILITATE EMERGENCY VEHICLE TRAFFIC.

4. ACCESS TO ALL SIDE ROADS AND DRIVEWAYS WILL BE MAINTAINED FOR THE DURATION OF CONSTRUCTION ACTIVITIES.

5. ALL DROP-OFF CONDITIONS WITHIN THE PROJECT LIMITS WILL BE MITIGATED IN ACCORDANCE WITH FDOT STANDARD PLANS INDEX 102-600.

6. BENNING DRIVE POSTED SPEED LIMIT: 30 MPH
   BEACH DRIVE POSTED SPEED LIMIT: 30 MPH
   ALL OTHER ROADS THE POSTED SPEED SHALL NOT BE LOWER THAN 20 MPH.

7. CONTRACTOR IS ADVISED TO STUDY THE PROPOSED DRAINAGE PLAN PRIOR TO CONSTRUCTION AND CONSTRUCT ALL DRAINAGE NECESSARY ON SIDE ROADS USING FDOT STANDARD PLANS INDEX 102-603 FOR LANE CLOSURES TO ENSURE POSITIVE DRAINAGE OF THE PROJECT. IF INLETS OR STRUCTURES PROTRUDE 6 INCHES OR MORE FROM THE GRADE WITHIN THE CLEAR ZONE THE CONTRACTOR SHOULD PLACE DRUMS OR BARRIER WALL AS REQUIRED.

8. PLACE PORTABLE CHANGABLE MESSAGE SIGNS ON BENNING DRIVE AND BEACH DRIVE 14 DAYS PRIOR TO CONSTRUCTION.

   PORTABLE CHANGEABLE MESSAGE SIGN #1:

   BENNING ROAD CONST. — STARTS MM/DD

   PORTABLE CHANGEABLE MESSAGE SIGN #2:

   BEACH ROAD CONST. — STARTS MM/DD

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EDWIN RAMOS, P.E.
P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

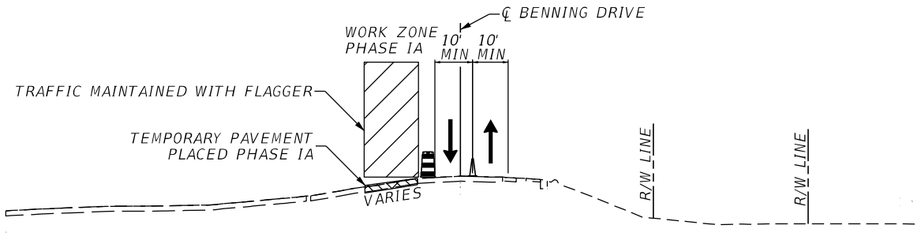
TEMPORARY TRAFFIC CONTROL PLANS

SHEET NO. 97

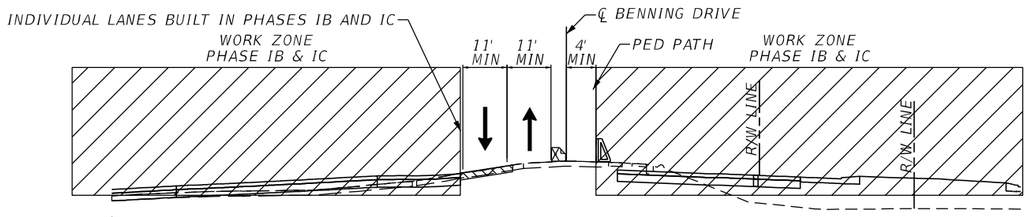
EXHIBIT A - ROADWAY PLANS

CONSTRUCTION PHASING NOTES:

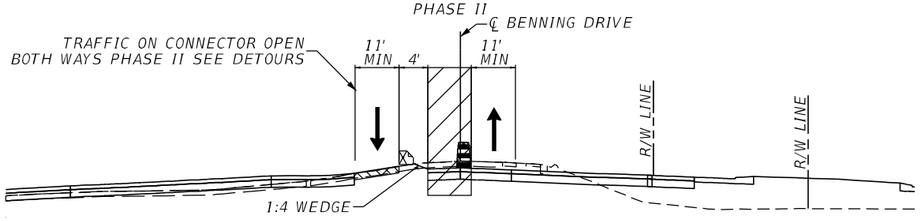
BENNING DRIVE PHASE IA



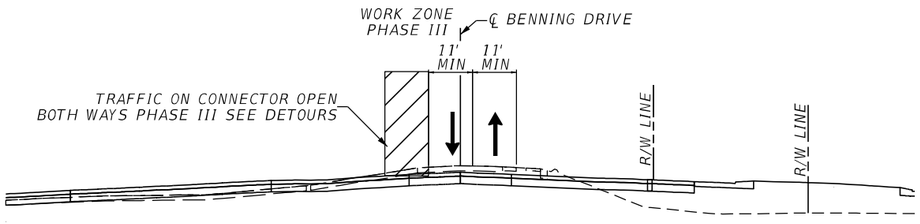
BENNING DRIVE PHASE IB & IC



BENNING DRIVE PHASE II



BENNING DRIVE PHASE III



BENNING DRIVE PHASE IA

1. INSTALL ADVANCED WARNING SIGNS AT BEGIN AND END OF PROJECT AND SIDE ROADS ACCORDING TO FDOT STANDARD PLANS INDEX 102-600 AND 102-603.
2. INSTALL TRAFFIC CONTROL DEVICES IN ACCORDANCE WITH FDOT STANDARD PLANS INDEX 102-600 AND 102-603.
3. INSTALL EROSION CONTROL MEASURES. MAINTAIN TRAFFIC ACCORDING TO FDOT STANDARD PLANS INDEX 102-601 AND 102-602.
4. MAINTAIN TWO-LANE, TWO-WAY TRAFFIC ON THE EXISTING FACILITIES.
5. MAINTAIN ACCESS TO AZALEA DRIVE, LEGION DRIVE, SEA HILLS DRIVE AND MOUNTAIN DRIVE AS SHOWN ON THE PHASE IA TEMPORARY TRAFFIC CONTROL PLANS.
6. INSTALL TEMPORARY PAVEMENT AS SHOWN ON THE PHASE IA TEMPORARY TRAFFIC CONTROL PLANS USING FLAGGING OPERATION AS REQUIRED.
7. PLACE TEMPORARY PAVEMENT MARKINGS FOR NEXT PHASE.

BENNING DRIVE PHASE IB & IC

1. PLACE/MODIFY ADVANCE WARNING SIGNS, BARRICADES, WARNING DEVICES AND REMOVE CONFLICTING MARKINGS AND SIGNS IN ACCORDANCE WITH FDOT STANDARD PLANS INDEX 102-600 AND 102-603.
2. MAINTAIN TWO-LANE, TWO-WAY TRAFFIC ON THE EXISTING FACILITIES.
3. SHIFT TRAFFIC ACCORDING TO PHASE IB & IC PLANS. DETOUR AZALEA DRIVE TRAFFIC ACCORDING TO PHASE IB & IC DETOUR PLAN. MAINTAIN TWO-LANE, TWO-WAY TRAFFIC ON THE TEMPORARY FACILITIES.
4. MAINTAIN ACCESS TO MALTEZOS STREET, LEGION DRIVE AND SEAHILLS DRIVE AS SHOWN ON THE PHASE IB & IC TEMPORARY TRAFFIC CONTROL PLANS.
5. CONSTRUCT PROPOSED ROADWAY, CURB & GUTTER AND DRAINAGE STRUCTURES AS SHOWN ON THE PHASE IB & IC TEMPORARY TRAFFIC CONTROL PLANS. EXCLUDE FRICTION COURSE FROM THIS PHASE.
6. MAINTAIN PEDESTRIAN TRAFFIC USING FDOT STANDARD PLANS INDEX 102-660. ADJUST PEDESTRIAN PATH TO FINISH CONSTRUCTION.
7. PLACE TEMPORARY PAVEMENT MARKINGS FOR NEXT PHASE.

BENNING DRIVE PHASE II

1. PLACE/MODIFY ADVANCE WARNING SIGNS, BARRICADES, WARNING DEVICES AND REMOVE CONFLICTING MARKINGS AND SIGNS IN ACCORDANCE WITH FDOT STANDARD PLANS INDEX 102-600 AND 102-603.
2. SHIFT TRAFFIC ACCORDING TO PHASE II PLANS. DETOUR AZALEA DRIVE TRAFFIC ACCORDING TO PHASE II DETOUR PLAN. MAINTAIN TWO-LANE, TWO-WAY TRAFFIC ON THE EXISTING FACILITIES.
3. MAINTAIN ACCESS FROM AZALEA DRIVE AND SEA HILLS DRIVE AS SHOWN ON THE PHASE II TEMPORARY TRAFFIC CONTROL PLANS.
4. CONSTRUCT PROPOSED ROADWAY, CURB & GUTTER AND DRAINAGE STRUCTURES ALONG BENNING DRIVE AS SHOWN ON THE PHASE II PLANS. EXCLUDE FRICTION COURSE FROM THIS PHASE.
5. PLACE TEMPORARY PAVEMENT MARKINGS FOR NEXT PHASE.

BENNING DRIVE PHASE III

1. PLACE/MODIFY ADVANCE WARNING SIGNS, BARRICADES, WARNING DEVICES AND REMOVE CONFLICTING MARKINGS AND SIGNS IN ACCORDANCE WITH FDOT STANDARD PLANS INDEX 102-600 AND 102-603.
2. SHIFT TRAFFIC ACCORDING TO PHASE III PLANS. DETOUR AZALEA DRIVE TRAFFIC ACCORDING TO PHASE III DETOUR PLAN. MAINTAIN TWO-LANE, TWO-WAY TRAFFIC ON THE EXISTING FACILITIES.
3. MAINTAIN ACCESS TO AND FROM ANNA STREET, SANDALWOOD DRIVE AND SANDALWOOD COURT AS SHOWN ON THE PHASE III TRAFFIC CONTROL PLANS.
4. CONSTRUCT PROPOSED ROADWAY, CURB & GUTTER AND DRAINAGE STRUCTURES ALONG BENNING DRIVE AS SHOWN ON THE PHASE III PLANS. EXCLUDE FRICTION COURSE FROM THIS PHASE.
5. PLACE TEMPORARY PAVEMENT MARKINGS FOR NEXT PHASE.

BENNING DRIVE PHASE IV

1. MILL TRANSITIONS, PLACE FRICTION COURSE, FINAL PAVEMENT MARKINGS AND SIGNS USING FDOT STANDARD PLANS INDEX 102-603 (FLAGGING OPERATION).

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CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

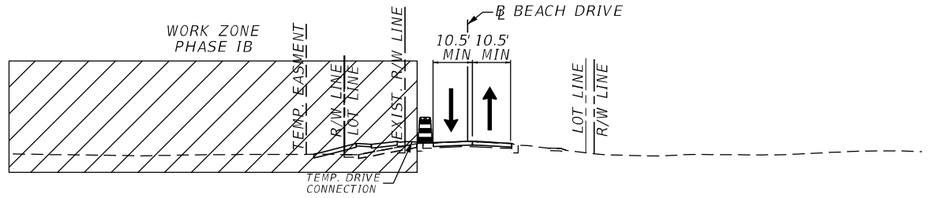
TEMPORARY TRAFFIC CONTROL PLAN

SHEET NO. 98

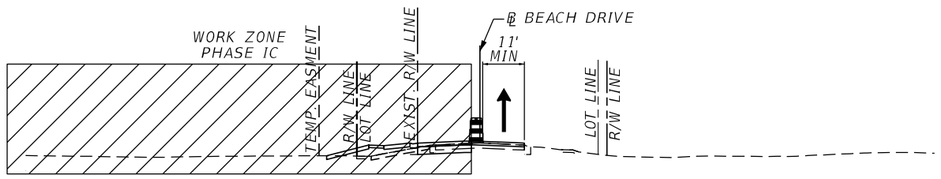
EXHIBIT A - ROADWAY PLANS

CONSTRUCTION PHASING NOTES:

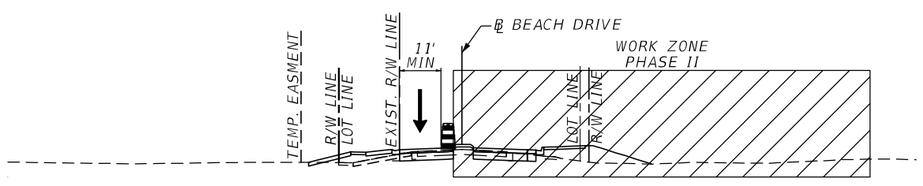
BEACH DRIVE PHASE IB



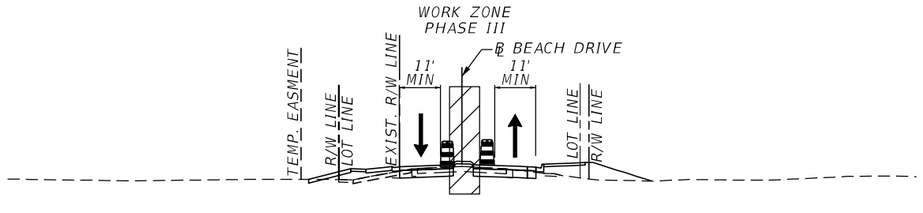
BEACH DRIVE PHASE IC



BEACH DRIVE PHASE II



BEACH DRIVE PHASE III



BEACH DRIVE PHASE IB

1. INSTALL ADVANCED WARNING SIGNS AT BEGIN AND END OF PROJECT AND SIDE ROADS ACCORDING TO FDOT STANDARD PLANS INDEX 102-600 AND 102-603.
2. INSTALL TRAFFIC CONTROL DEVICES IN ACCORDANCE WITH FDOT STANDARD PLANS INDEX 102-600 AND 102-603.
3. INSTALL EROSION CONTROL MEASURES. MAINTAIN TRAFFIC ACCORDING TO FDOT STANDARD PLANS INDEX 102-601 AND 102-602 WITH LANE CLOSURES TO SHIFT TRAFFIC. PLACE PAVEMENT MARKINGS AND SHIFT TRAFFIC.
4. MAINTAIN TWO-LANE, TWO-WAY TRAFFIC ON THE EXISTING FACILITIES.
5. MAINTAIN ACCESS TO LEGION DRIVE, SANDALWOOD DRIVE AND BENT ARROW DRIVE AS SHOWN ON THE PHASE IC TEMPORARY TRAFFIC CONTROL PLANS.
6. MAINTAIN PEDESTRIAN TRAFFIC USING FDOT STANDARD PLANS INDEX 102-660.
7. CONSTRUCT PROPOSED ROADWAY, CURB & GUTTER, DRAINAGE STRUCTURES AND STORMWATER FACILITIES AS SHOWN ON THE PHASE IB TEMPORARY TRAFFIC CONTROL PLANS. EXCLUDE FRICTION COURSE FROM THIS PHASE.

BEACH DRIVE PHASE IC

1. PLACE/MODIFY ADVANCED WARNING SIGNS, BARRICADES, WARNING DEVICES AND REMOVE CONFLICTING MARKINGS AND SIGNS IN ACCORDANCE WITH FDOT STANDARD PLANS INDEX 102-600 AND 102-603.
2. MAINTAIN ONE-LANE, NORTH BOUND TRAFFIC ON THE EXISTING FACILITIES.
3. MAINTAIN ACCESS TO LEGION DRIVE AND SANDALWOOD DRIVE AS SHOWN ON THE PHASE IC TEMPORARY TRAFFIC CONTROL PLANS.
4. CONSTRUCT PROPOSED ROADWAY, CURB & GUTTER AND DRAINAGE STRUCTURES AS SHOWN ON THE PHASE IC TEMPORARY TRAFFIC CONTROL PLANS. EXCLUDE FRICTION COURSE FROM THIS PHASE.
5. MAINTAIN PEDESTRIAN TRAFFIC USING FDOT STANDARD PLANS INDEX 102-660.
6. PLACE TEMPORARY PAVEMENT MARKINGS FOR NEXT PHASE.

BEACH DRIVE PHASE II

1. PLACE/MODIFY ADVANCED WARNING SIGNS, BARRICADES, WARNING DEVICES AND REMOVE CONFLICTING MARKINGS AND SIGNS IN ACCORDANCE WITH FDOT STANDARD PLANS INDEX 102-600 AND 102-603.
2. SHIFT TRAFFIC ACCORDING TO PHASE II PLANS. DETOUR LEGION DRIVE TRAFFIC ACCORDING TO PHASE II DETOUR PLAN. MAINTAIN ONE-LANE, SOUTH BOUND TRAFFIC ON THE PROPOSED FACILITIES.
3. MAINTAIN ACCESS TO ANNA STREET, SANDALWOOD COURT AND BENT ARROW DRIVE AS SHOWN ON THE PHASE II TEMPORARY TRAFFIC CONTROL PLANS.
4. CONSTRUCT PROPOSED ROADWAY, CURB & GUTTER AND DRAINAGE STRUCTURES ALONG BEACH DRIVE AND LEGION DRIVE AS SHOWN ON THE PHASE II PLANS. EXCLUDE FRICTION COURSE FROM THIS PHASE.
5. MAINTAIN PEDESTRIAN TRAFFIC USING FDOT STANDARD PLANS INDEX 102-660.
6. PLACE TEMPORARY PAVEMENT MARKINGS FOR NEXT PHASE.

BEACH DRIVE PHASE III

1. PLACE/MODIFY ADVANCED WARNING SIGNS, BARRICADES, WARNING DEVICES AND REMOVE CONFLICTING MARKINGS AND SIGNS IN ACCORDANCE WITH FDOT STANDARD PLANS INDEX 102-600 AND 102-603.
2. SHIFT TRAFFIC ACCORDING TO PHASE III PLANS. MAINTAIN TWO-LANE, TWO-WAY TRAFFIC ON THE PROPOSED FACILITIES.
3. MAINTAIN ACCESS TO LEGION DRIVE, SANDALWOOD DRIVE AND BENT ARROW DRIVE AS SHOWN ON THE PHASE III TRAFFIC CONTROL PLANS.
4. CONSTRUCT PROPOSED ROADWAY AND CURB & GUTTER ALONG BEACH DRIVE AS SHOWN ON THE PHASE III PLANS. EXCLUDE FRICTION COURSE FROM THIS PHASE.
5. PLACE TEMPORARY PAVEMENT MARKINGS FOR NEXT PHASE.

BEACH DRIVE PHASE IV

1. PLACE FRICTION COURSE, FINAL PAVEMENT MARKINGS AND SIGNS USING FDOT STANDARD PLANS INDEX 102-603. USE FLAGGING OPERATION OR NIGHT TIME DETOURS AS NEEDED.

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REVISIONS			
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EDWIN J. RAMOS, P.E.
P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

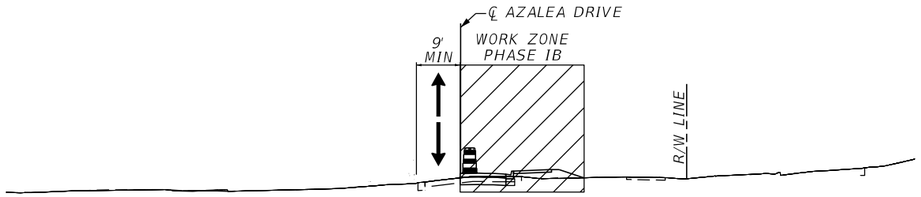
TEMPORARY TRAFFIC CONTROL PLAN

SHEET NO. 99

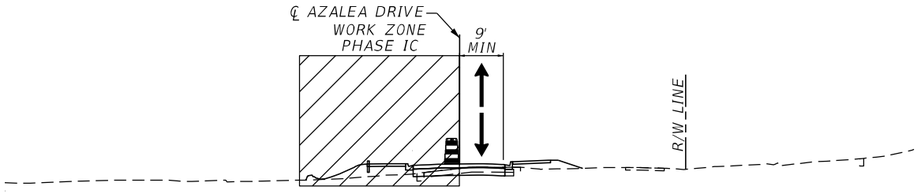
EXHIBIT A - ROADWAY PLANS

CONSTRUCTION PHASING NOTES:

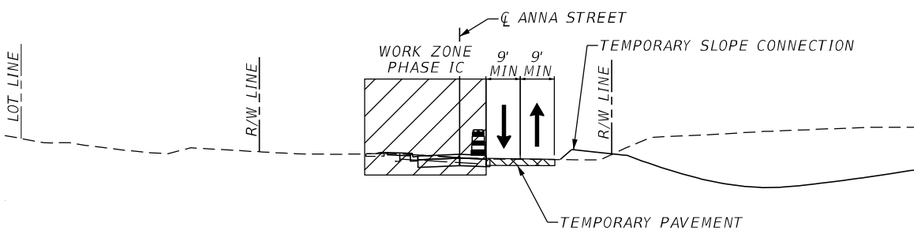
AZALEA DRIVE (DESTIN CONNECTOR) PHASE IB



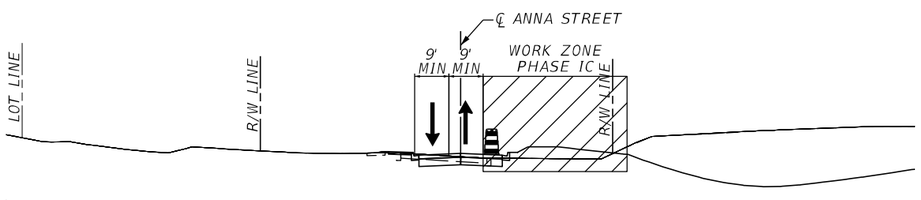
AZALEA DRIVE (DESTIN CONNECTOR) PHASE IC



ANNA STREET PHASE IB



ANNA STREET PHASE IC



AZALEA DRIVE (DESTIN CONNECTOR) PHASE IB

1. PLACE/MODIFY ADVANCED WARNING SIGNS, BARRICADES, WARNING DEVICES AND REMOVE CONFLICTING MARKINGS AND SIGNS IN ACCORDANCE WITH FDOT STANDARD PLANS INDEX 102-600 AND 102-603.
2. SHIFT TRAFFIC ACCORDING TO PHASE IB PLANS. MAINTAIN ONE-LANE, TWO-WAY TRAFFIC ON THE EXISTING FACILITIES.
3. MAINTAIN ACCESS TO ANNA STREET, SANDALWOOD DRIVE AND SANDALWOOD COURT AS SHOWN ON THE PHASE IB TEMPORARY TRAFFIC CONTROL PLANS.
4. CONSTRUCT PROPOSED ROADWAY, CURB & GUTTER AND DRAINAGE STRUCTURES ALONG AZALEA DRIVE (DESTIN CONNECTOR) AS SHOWN ON THE PHASE IB PLANS. EXCLUDE FRICTION COURSE FROM THIS PHASE.
5. PLACE TEMPORARY PAVEMENT MARKINGS FOR NEXT PHASE.

AZALEA DRIVE (DESTIN CONNECTOR) PHASE IC

1. PLACE/MODIFY ADVANCED WARNING SIGNS, BARRICADES, WARNING DEVICES AND REMOVE CONFLICTING MARKINGS AND SIGNS IN ACCORDANCE WITH FDOT STANDARD PLANS INDEX 102-600 AND 102-603.
2. SHIFT TRAFFIC ACCORDING TO PHASE IC PLANS. MAINTAIN ONE-LANE, TWO-WAY TRAFFIC ON THE PROPOSED FACILITIES.
3. MAINTAIN ACCESS TO ANNA STREET, SANDALWOOD DRIVE AND SANDALWOOD COURT AS SHOWN ON THE PHASE IC TRAFFIC CONTROL PLANS.
4. CONSTRUCT PROPOSED ROADWAY, CURB & GUTTER AND DRAINAGE STRUCTURES ALONG AZALEA DRIVE (DESTIN CONNECTOR) AS SHOWN ON THE PHASE IC PLANS. EXCLUDE FRICTION COURSE FROM THIS PHASE.
5. PLACE TEMPORARY PAVEMENT MARKINGS FOR NEXT PHASE.

AZALEA DRIVE (DESTIN CONNECTOR) PHASE IV

1. PLACE FRICTION COURSE, FINAL PAVEMENT MARKINGS AND SIGNS USING FDOT STANDARD PLANS INDEX 102-603 (FLAGGING OPERATION).

ANNA STREET PHASE IB

1. PLACE/MODIFY ADVANCED WARNING SIGNS, BARRICADES, WARNING DEVICES AND REMOVE CONFLICTING MARKINGS AND SIGNS IN ACCORDANCE WITH FDOT STANDARD PLANS INDEX 102-600 AND 102-603.
2. SHIFT TRAFFIC ACCORDING TO PHASE IB PLANS. MAINTAIN TWO-LANE, TWO-WAY TRAFFIC ON THE TEMPORARY FACILITIES.
3. MAINTAIN ACCESS TO SANDALWOOD DRIVE AND SANDALWOOD COURT.
4. INSTALL TEMPORARY PAVEMENT AS SHOWN ON THE PHASE IB TEMPORARY TRAFFIC CONTROL PLANS.
5. PLACE TEMPORARY PAVEMENT MARKINGS FOR NEXT PHASE.
6. CONSTRUCT PROPOSED ROADWAY, CURB & GUTTER, DRAINAGE STRUCTURES AND STORMWATER FACILITIES AS SHOWN ON THE PHASE IB TEMPORARY TRAFFIC CONTROL PLANS. EXCLUDE FRICTION COURSE FROM THIS PHASE.

ANNA STREET PHASE IC

1. PLACE/MODIFY ADVANCED WARNING SIGNS, BARRICADES, WARNING DEVICES AND REMOVE CONFLICTING MARKINGS AND SIGNS IN ACCORDANCE WITH FDOT STANDARD PLANS INDEX 102-600 AND 102-603.
2. SHIFT TRAFFIC ACCORDING TO PHASE IC PLANS. MAINTAIN TWO-LANE, TWO-WAY TRAFFIC ON THE PROPOSED FACILITIES.
3. MAINTAIN ACCESS TO SANDALWOOD DRIVE AND SANDALWOOD COURT AS SHOWN ON THE PHASE IC TEMPORARY TRAFFIC CONTROL PLANS.
4. CONSTRUCT PROPOSED ROADWAY, CURB & GUTTER AND DRAINAGE STRUCTURES AS SHOWN ON THE PHASE IC TEMPORARY TRAFFIC CONTROL PLANS. EXCLUDE FRICTION COURSE FROM THIS PHASE.
5. PLACE TEMPORARY PAVEMENT MARKINGS FOR NEXT PHASE.

ANNA STREET PHASE IV

1. PLACE FRICTION COURSE, FINAL PAVEMENT MARKINGS AND SIGNS USING FDOT STANDARD PLANS INDEX 102-603 (FLAGGING OPERATION).

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ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

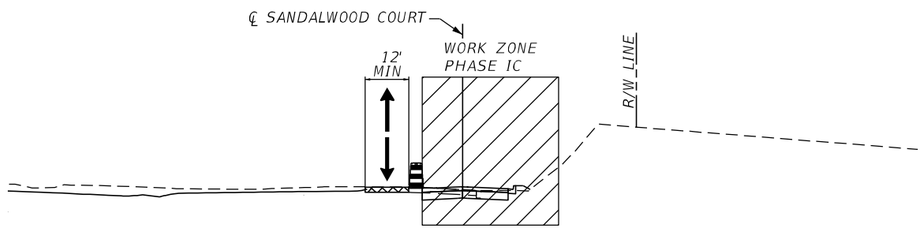
TEMPORARY TRAFFIC CONTROL PLAN

SHEET NO. 100

EXHIBIT A - ROADWAY PLANS

CONSTRUCTION PHASING NOTES:

SANDALWOOD COURT PHASE IC



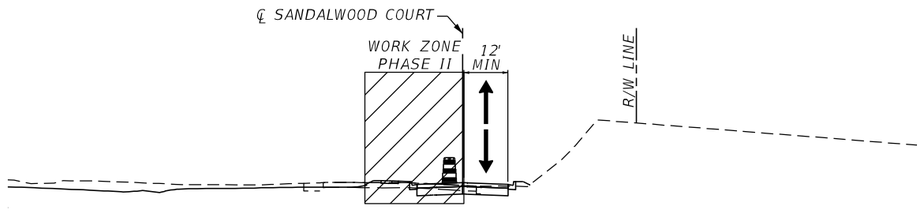
SANDALWOOD COURT PHASE IB

1. CONSTRUCT AREA WEST OUTSIDE THE ROADWAY.

SANDALWOOD COURT PHASE IC

1. INSTALL ADVANCED WARNING SIGNS AT BEGIN AND END OF PROJECT AND SIDE ROADS ACCORDING TO FDOT STANDARD PLANS INDEX 102-600 AND 102-603.
2. INSTALL TRAFFIC CONTROL DEVICES IN ACCORDANCE WITH FDOT STANDARD PLANS INDEX 102-600 AND 102-603.
3. INSTALL EROSION CONTROL MEASURES. MAINTAIN TRAFFIC ACCORDING TO FDOT STANDARD PLANS INDEX 102-601 AND 102-602.
4. SHIFT TRAFFIC ACCORDING TO PHASE IC PLANS. MAINTAIN ONE-LANE, TWO-WAY TRAFFIC ON THE TEMPORARY FACILITIES WITH USING FLAGGING OPERATION.
5. MAINTAIN ACCESS TO ANNA ST AND SANDALWOOD DRIVE AS SHOWN ON THE PHASE IC TEMPORARY TRAFFIC CONTROL PLANS.
6. INSTALL TEMPORARY PAVEMENT AS SHOWN ON THE PHASE IC TEMPORARY TRAFFIC CONTROL PLANS WITH USING FLAGGING OPERATION.
7. PLACE TEMPORARY PAVEMENT MARKINGS FOR NEXT PHASE.
8. CONSTRUCT PROPOSED ROADWAY, CURB & GUTTER, DRAINAGE STRUCTURES AND STORMWATER FACILITIES AS SHOWN ON THE PHASE IC TEMPORARY TRAFFIC CONTROL PLANS. EXCLUDE FRICTION COURSE FROM THIS PHASE.

SANDALWOOD COURT PHASE II



SANDALWOOD COURT PHASE II

1. PLACE/MODIFY ADVANCED WARNING SIGNS, BARRICADES, WARNING DEVICES AND REMOVE CONFLICTING MARKINGS AND SIGNS IN ACCORDANCE WITH FDOT STANDARD PLANS INDEX 102-600 AND 102-603.
2. SHIFT TRAFFIC ACCORDING TO PHASE II PLANS. MAINTAIN ONE-LANE, TWO-WAY TRAFFIC ON THE PROPOSED FACILITIES WITH USING FLAGGING OPERATION.
3. MAINTAIN ACCESS TO BENNING STREET, ANNA STREET AND SANDALWOOD DRIVE AS SHOWN ON THE PHASE II TEMPORARY TRAFFIC CONTROL PLANS.
4. CONSTRUCT PROPOSED ROADWAY, CURB & GUTTER AND DRAINAGE STRUCTURES AS SHOWN ON THE PHASE II TEMPORARY TRAFFIC CONTROL PLANS USING FLAGGING OPERATION. EXCLUDE FRICTION COURSE FROM THIS PHASE.
5. PLACE TEMPORARY PAVEMENT MARKINGS FOR NEXT PHASE.

SANDALWOOD COURT PHASE IV

1. PLACE FRICTION COURSE, PAVEMENT MARKINGS AND SIGNS USING FDOT STANDARD PLANS INDEX 102-603 (FLAGGING OPERATION).

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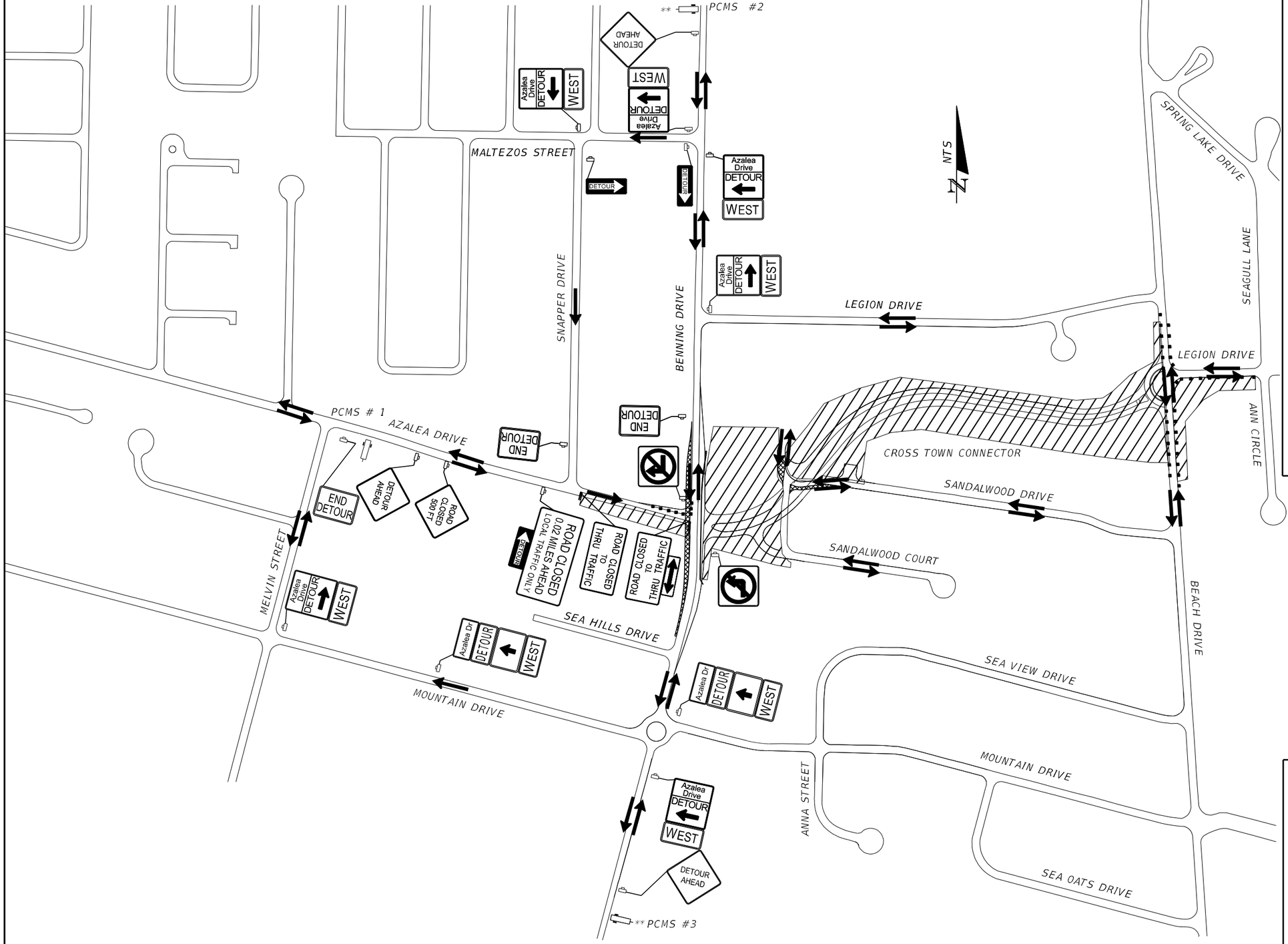
TEMPORARY TRAFFIC CONTROL PLAN

SHEET NO. 101

EXHIBIT A - ROADWAY PLANS



NOTES:

1. THIS DETOUR PLAN SHALL BE UTILIZED FOR THE CONSTRUCTION OF THE ROADWAY AT THE END OF AZALEA DRIVE TO BENNING DRIVE ACCORDING TO THE PHASE IB TRAFFIC CONTROL PLANS. THE CONTRACTOR SHALL CONTACT THE CITY OF DESTIN ENGINEER TWO WEEKS PRIOR TO THE CLOSING OF AZALEA DRIVE.

2. ALL SIGNS SHALL BE INSTALLED PRIOR TO CLOSING THE ROADWAY. THE CONTRACTOR SHALL PLACE INTO OPERATION THREE VARIABLE MESSAGE SIGNS ALONG BENNING DRIVE AND AZALEA DRIVE APPROXIMATELY 0.5 MILES IN EITHER DIRECTION OF THE PHASE IB CONSTRUCTION OR ADJUST ACCORDING TO THE FIELD ENGINEER. THESE VARIABLE MESSAGE SIGNS SHALL BE PLACED TWO WEEKS PRIOR TO THE CLOSING OF AZALEA DRIVE, STATING THE CLOSING DATES. PLACE PORTABLE CHANGABLE MESSAGE SIGNS 14 DAYS PRIOR TO CONSTRUCTION. ONCE CONSTRUCTION HAS STARTED, THE VARIABLE MESSAGE SIGNS SHALL BE PLACED AS DEPICTED ON TEMPORARY TRAFFIC CONTROL PLANS.

3. PORTABLE CHANGEABLE MESSAGE SIGN #1:
   DURING DETOUR

MESSAGE 1	MESSAGE 2
AZALEA	DETOUR
CLOSED	SNAPPER
AHEAD	NORTH

   PORTABLE CHANGEABLE MESSAGE SIGN #2:
   DURING DETOUR

MESSAGE 1	MESSAGE 2
AZALEA	DETOUR
CLOSED	MALTEZOS
AHEAD	WEST

   PORTABLE CHANGEABLE MESSAGE SIGN #3:
   DURING DETOUR

MESSAGE 1	MESSAGE 2
AZALEA	DETOUR
CLOSED	MOUNTAIN
AHEAD	WEST

PHASE IB DETOURS

LEGEND

- Work Area
- Type III Barricade
- Work Zone Sign
- Portable Changeable (Variable) Message Sign
- Lane Identification and Direction of Traffic
- Low Profile Barrier Wall
- Channelizing Device
- Temporary Pavement

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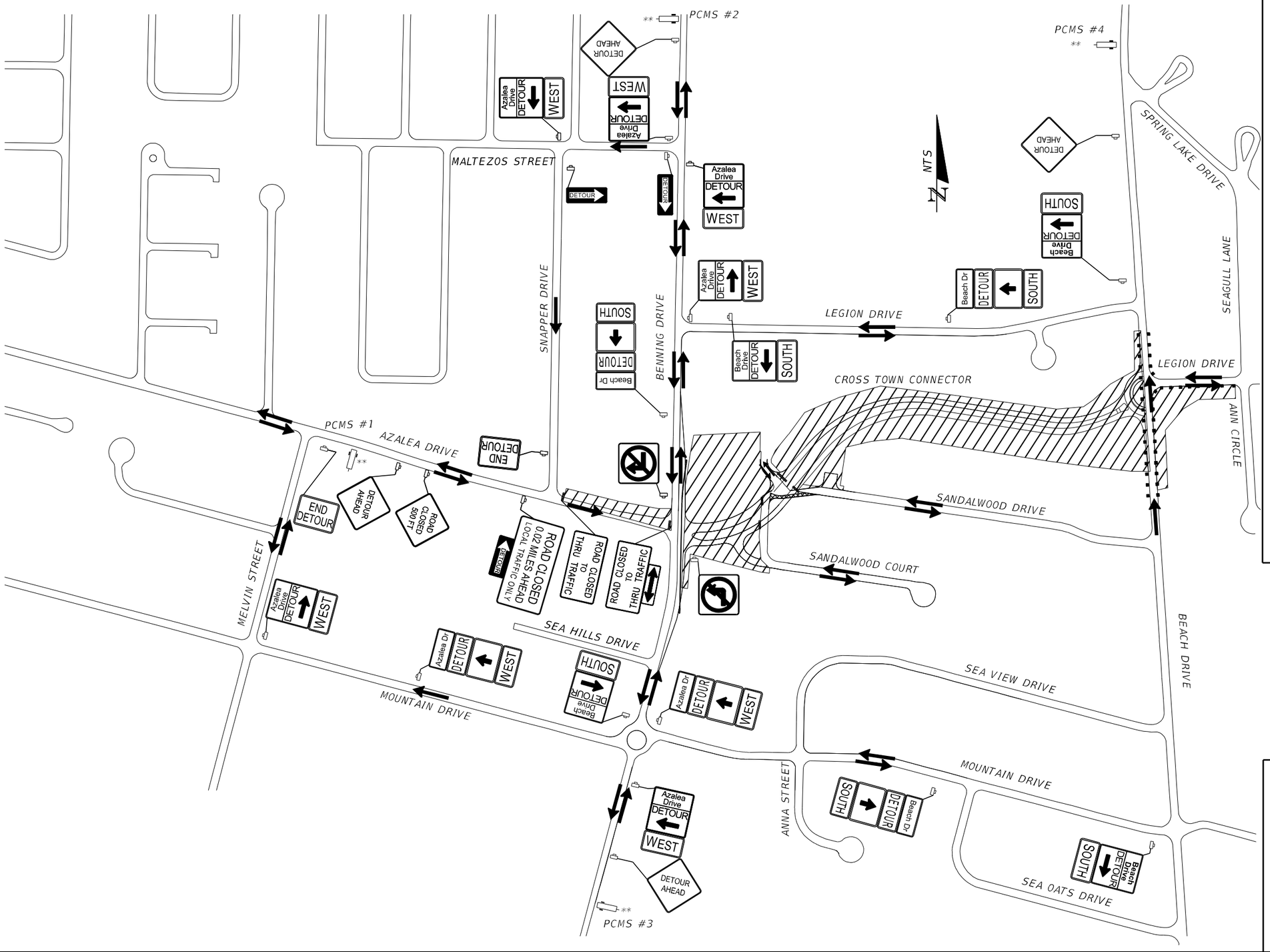
CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

TEMPORARY TRAFFIC CONTROL PLAN

SHEET NO. 102

EXHIBIT A - ROADWAY PLANS



NOTES:

1. THIS DETOUR PLAN SHALL BE UTILIZED FOR THE CONSTRUCTION OF THE ROADWAY AT THE END OF AZALEA DRIVE TO BENNING DRIVE ACCORDING TO THE PHASE IC TRAFFIC CONTROL PLANS. THE CONTRACTOR SHALL CONTACT THE CITY OF DESTIN ENGINEER TWO WEEKS PRIOR TO THE CLOSING OF AZALEA DRIVE.

2. ALL SIGNS SHALL BE INSTALLED PRIOR TO CLOSING THE ROADWAY. THE CONTRACTOR SHALL PLACE INTO OPERATION THREE VARIABLE MESSAGE SIGNS ALONG BENNING DRIVE AND AZALEA DRIVE APPROXIMATELY 0.5 MILES IN EITHER DIRECTION OF THE PHASE IC CONSTRUCTION, OR ADJUST ACCORDING TO THE FIELD ENGINEER. THESE VARIABLE MESSAGE SIGNS SHALL BE PLACED TWO WEEKS PRIOR TO THE CLOSING OF AZALEA DRIVE, STATING THE CLOSING DATES. PLACE PORTABLE CHANGABLE MESSAGE SIGNS 14 DAYS PRIOR TO CONSTRUCTION. ONCE CONSTRUCTION HAS STARTED, THE VARIABLE MESSAGE SIGNS SHALL BE PLACED AS DEPICTED ON TEMPORARY TRAFFIC CONTROL PLANS.

3. PORTABLE CHANGEABLE MESSAGE SIGN #1:
DURING DETOUR

MESSAGE 1	MESSAGE 2
AZALEA	DETOUR
CLOSED	SNAPPER
AHEAD	NORTH

PORTABLE CHANGEABLE MESSAGE SIGN #2:
DURING DETOUR

MESSAGE 1	MESSAGE 2
AZALEA	DETOUR
CLOSED	MALTEZOS
AHEAD	WEST

PORTABLE CHANGEABLE MESSAGE SIGN #3:
DURING DETOUR

MESSAGE 1	MESSAGE 2
AZALEA	DETOUR
CLOSED	MOUNTAIN
AHEAD	WEST

PORTABLE CHANGEABLE MESSAGE SIGN #4:
DURING DETOUR

MESSAGE 1	MESSAGE 2
BEACH	DETOUR
CLOSED	LEGION
AHEAD	WEST

PHASE IC DETOURS

LEGEND

- Work Area
- Type III Barricade
- Work Zone Sign
- Portable Changeable (Variable) Message Sign
- Lane Identification and Direction of Traffic
- Low Profile Barrier Wall
- Channelizing Device
- Temporary Pavement

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

EDWIN RAMOS, P.E.
P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

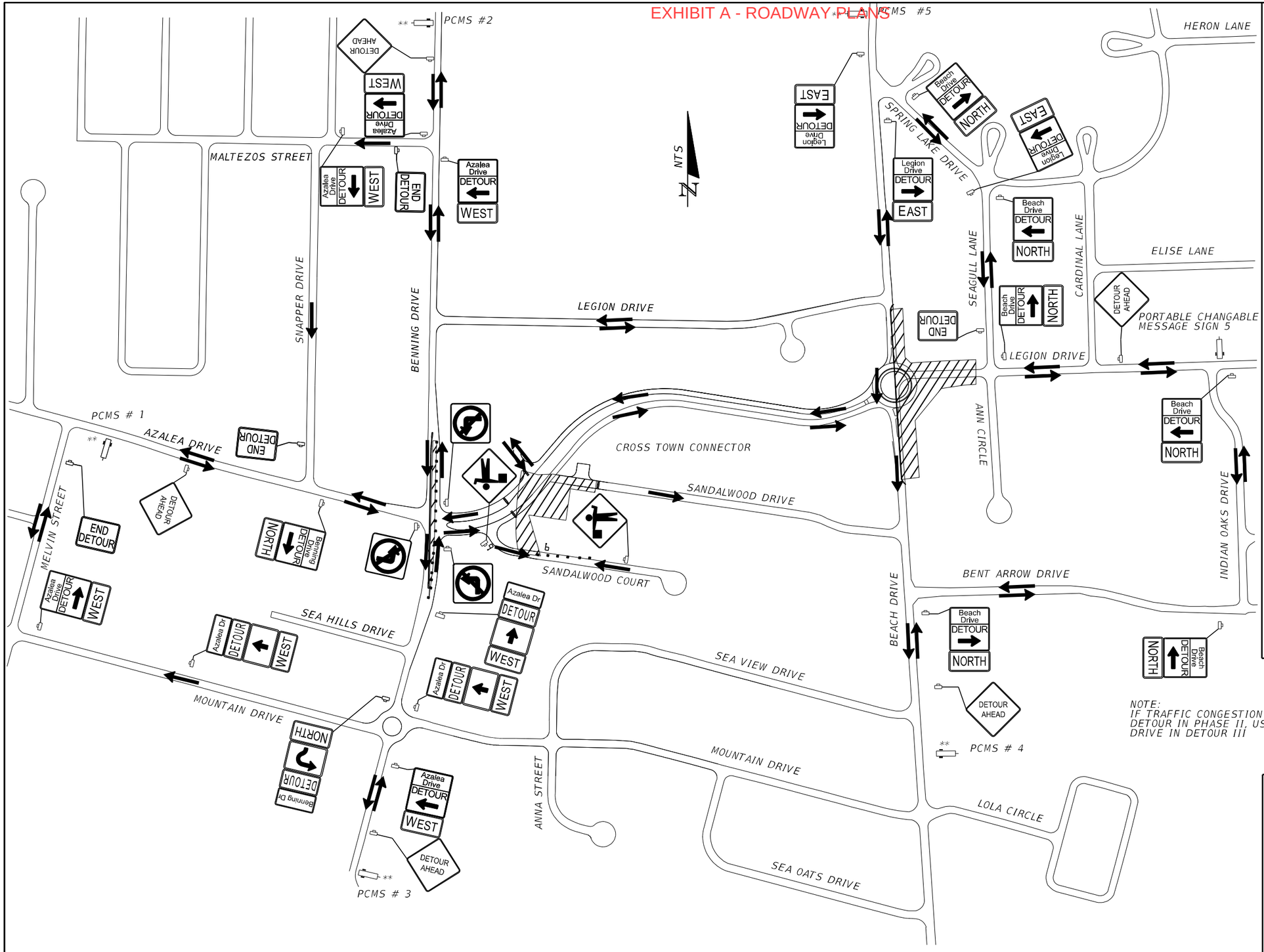
COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

TEMPORARY TRAFFIC CONTROL PLAN

SHEET NO. 103

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

EXHIBIT A - ROADWAY PLANS



NOTES:

1. THIS DETOUR PLAN SHALL BE UTILIZED FOR THE CONSTRUCTION OF THE ROADWAY IN THE MIDDLE OF BENNING DRIVE AND AT THE END OF LEGION TO BEACH DRIVE ACCORDING TO THE PHASE II TRAFFIC CONTROL PLANS. THE CONTRACTOR SHALL CONTACT THE CITY OF DESTIN ENGINEER TWO WEEKS PRIOR TO THE CLOSING OF LEGION DRIVE.

2. ALL SIGNS SHALL BE INSTALLED PRIOR TO CLOSING THE ROADWAY. THE CONTRACTOR SHALL PLACE INTO OPERATION FIVE VARIABLE MESSAGE SIGNS ALONG BENNING DRIVE, AZALEA DRIVE, BEACH DRIVE AND LEGION DRIVE APPROXIMATELY 0.5 MILES IN EITHER DIRECTION OF THE PHASE II CONSTRUCTION, OR ADJUST ACCORDING TO THE FIELD ENGINEER. THESE VARIABLE MESSAGE SIGNS SHALL BE PLACED TWO WEEKS PRIOR TO THE CLOSING OF LEGION DRIVE, STATING THE CLOSING DATES. PLACE PORTABLE CHANGABLE MESSAGE SIGNS 14 DAYS PRIOR TO CONSTRUCTION. ONCE CONSTRUCTION HAS STARTED, THE VARIABLE MESSAGE SIGNS SHALL BE PLACED AS DEPICTED ON TRAFFIC CONTROL PLANS.

3. PORTABLE CHANGEABLE MESSAGE SIGN #1:
DURING DETOUR

MESSAGE 1	MESSAGE 2
BENNING	FOLLOW
CLOSED	DETOUR
AHEAD NB	

PORTABLE CHANGEABLE MESSAGE SIGN #2:
DURING DETOUR

MESSAGE 1	MESSAGE 2
AZALEA	DETOUR
CLOSED	MALTEZOS
AHEAD	WEST

PORTABLE CHANGEABLE MESSAGE SIGN #3:
DURING DETOUR

MESSAGE 1	MESSAGE 2
AZALEA	DETOUR
CLOSED	MOUNTAIN
AHEAD	WEST

PORTABLE CHANGEABLE MESSAGE SIGN #4:
DURING DETOUR

MESSAGE 1	MESSAGE 2
BEACH D	DETOUR
CLOSED	BENT ARR
AHEAD	EAST

PORTABLE CHANGEABLE MESSAGE SIGN #5:
DURING DETOUR

MESSAGE 1	MESSAGE 2
LEGION	DETOUR
CLOSED	SPRING L
AHEAD	NORTH

NOTE:
IF TRAFFIC CONGESTION DEVELOPS FOR NORTHBOUND BEACH DRIVE DETOUR IN PHASE II, USE ADDITINAL DETOUR FOR BEACH DRIVE IN DETOUR III

PHASE II DETOURS

LEGEND

- Work Area
- Type III Barricade
- Work Zone Sign
- Portable Changeable (Variable) Message Sign
- Lane Identification and Direction of Traffic
- Flagger
- Low Profile Barrier Wall
- Channelizing Device

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

EDWIN RAMOS, P.E.
P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

TEMPORARY TRAFFIC CONTROL PLAN

SHEET NO. 104

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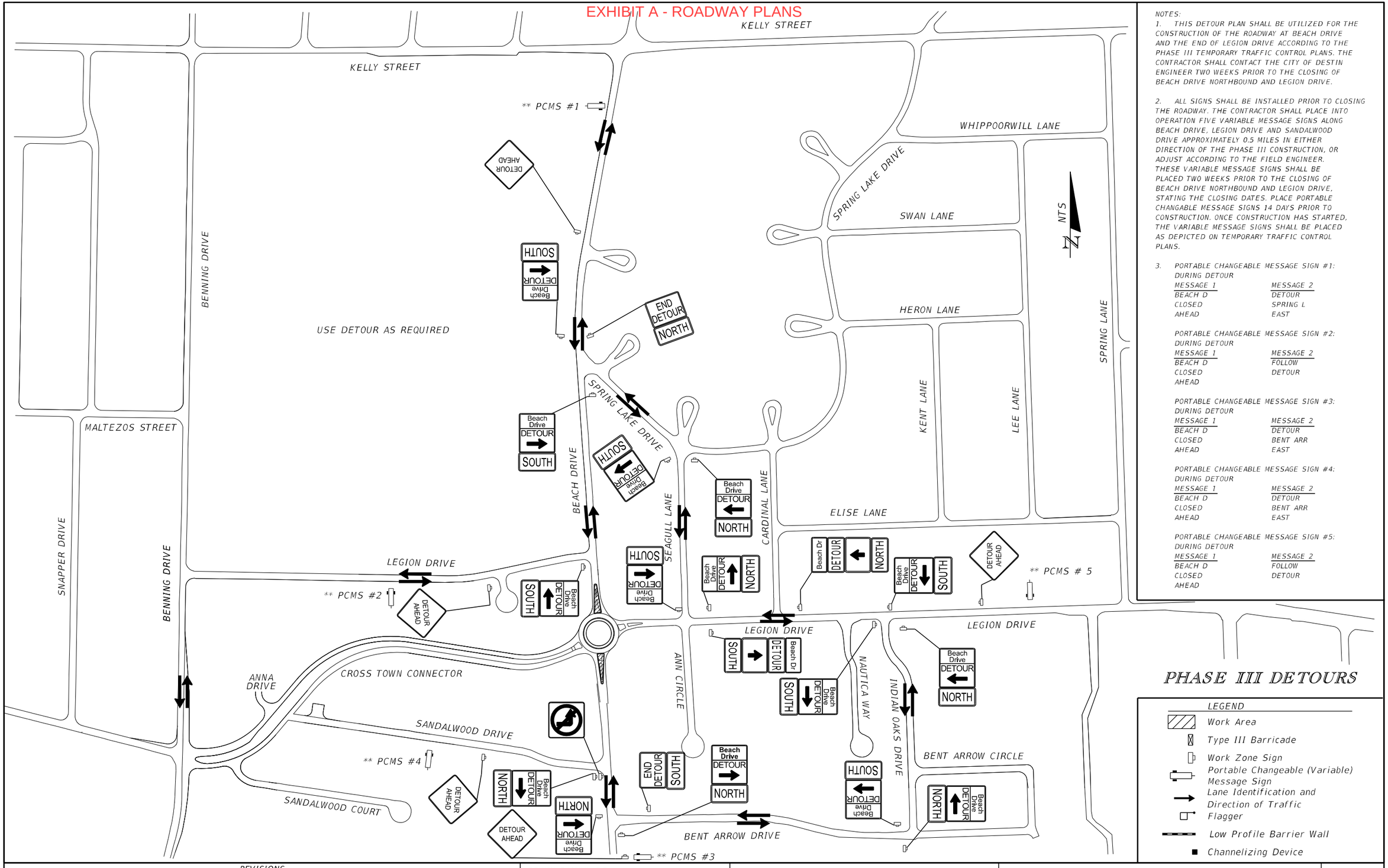
EXHIBIT A - ROADWAY PLANS



NOTES:

1. THIS DETOUR PLAN SHALL BE UTILIZED FOR THE CONSTRUCTION OF THE ROADWAY AT BEACH DRIVE AND THE END OF LEGION DRIVE ACCORDING TO THE PHASE III TEMPORARY TRAFFIC CONTROL PLANS. THE CONTRACTOR SHALL CONTACT THE CITY OF DESTIN ENGINEER TWO WEEKS PRIOR TO THE CLOSING OF BEACH DRIVE NORTHBOUND AND LEGION DRIVE.

2. ALL SIGNS SHALL BE INSTALLED PRIOR TO CLOSING THE ROADWAY. THE CONTRACTOR SHALL PLACE INTO OPERATION FIVE VARIABLE MESSAGE SIGNS ALONG BEACH DRIVE, LEGION DRIVE AND SANDALWOOD DRIVE APPROXIMATELY 0.5 MILES IN EITHER DIRECTION OF THE PHASE III CONSTRUCTION, OR ADJUST ACCORDING TO THE FIELD ENGINEER. THESE VARIABLE MESSAGE SIGNS SHALL BE PLACED TWO WEEKS PRIOR TO THE CLOSING OF BEACH DRIVE NORTHBOUND AND LEGION DRIVE, STATING THE CLOSING DATES. PLACE PORTABLE CHANGABLE MESSAGE SIGNS 14 DAYS PRIOR TO CONSTRUCTION. ONCE CONSTRUCTION HAS STARTED, THE VARIABLE MESSAGE SIGNS SHALL BE PLACED AS DEPICTED ON TEMPORARY TRAFFIC CONTROL PLANS.

3. PORTABLE CHANGEABLE MESSAGE SIGN #1:
DURING DETOUR

MESSAGE 1	MESSAGE 2
BEACH D	DETOUR
CLOSED	SPRING L
AHEAD	EAST

PORTABLE CHANGEABLE MESSAGE SIGN #2:
DURING DETOUR

MESSAGE 1	MESSAGE 2
BEACH D	FOLLOW
CLOSED	DETOUR
AHEAD	

PORTABLE CHANGEABLE MESSAGE SIGN #3:
DURING DETOUR

MESSAGE 1	MESSAGE 2
BEACH D	DETOUR
CLOSED	BENT ARR
AHEAD	EAST

PORTABLE CHANGEABLE MESSAGE SIGN #4:
DURING DETOUR

MESSAGE 1	MESSAGE 2
BEACH D	DETOUR
CLOSED	BENT ARR
AHEAD	EAST

PORTABLE CHANGEABLE MESSAGE SIGN #5:
DURING DETOUR

MESSAGE 1	MESSAGE 2
BEACH D	FOLLOW
CLOSED	DETOUR
AHEAD	

PHASE III DETOURS

LEGEND

- Work Area
- Type III Barricade
- Work Zone Sign
- Portable Changeable (Variable) Message Sign
- Lane Identification and Direction of Traffic
- Flagger
- Low Profile Barrier Wall
- Channelizing Device

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

EDWIN RAMOS, P.E.
P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

TEMPORARY TRAFFIC CONTROL PLAN

SHEET NO. 105

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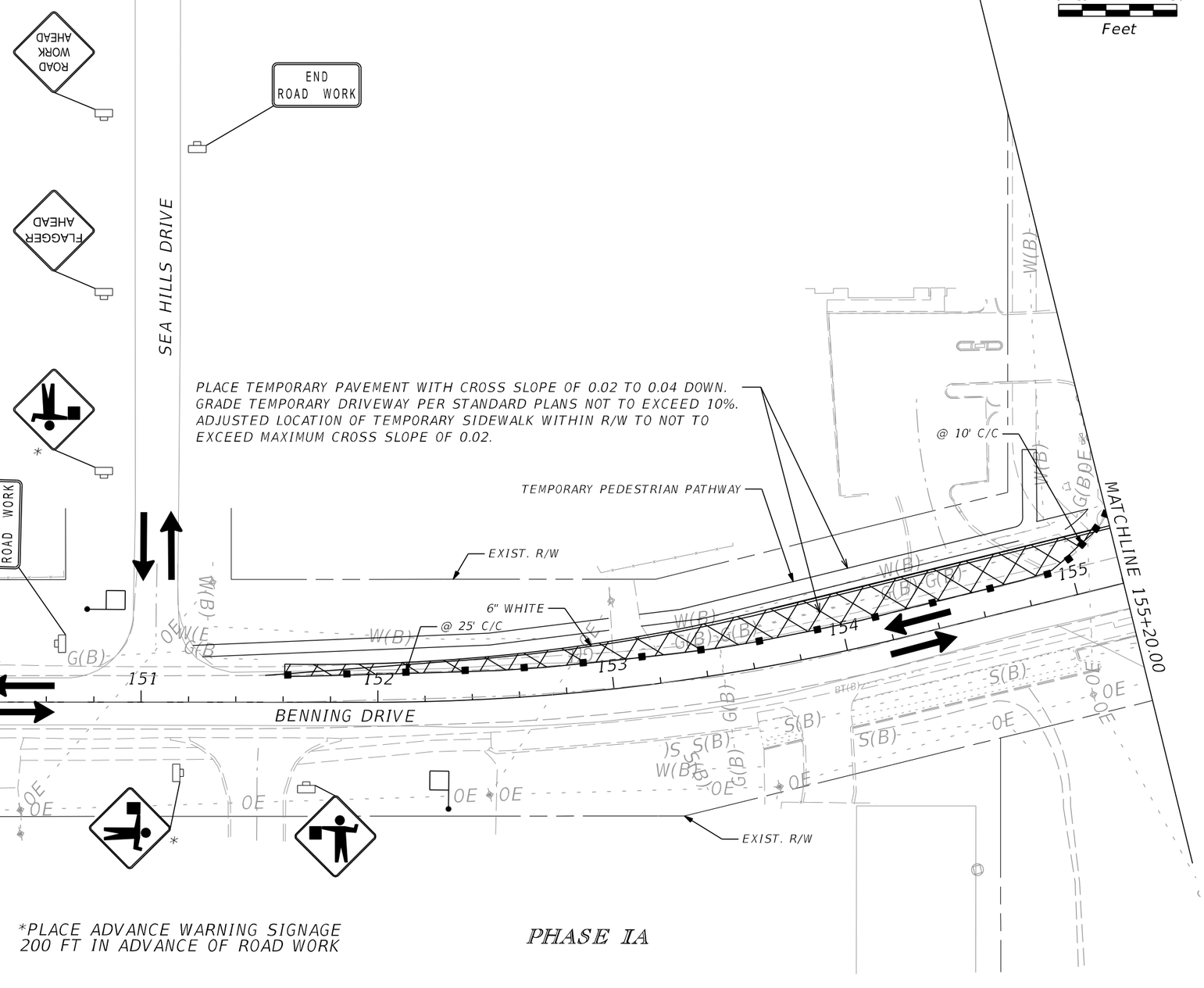
EXHIBIT A - ROADWAY PLANS

LEGEND

- Temporary Pavement
- Channelizing Device
- Work Zone Sign
- Portable Changeable (Variable) Message Sign
- Flagger
- Lane Identification and Direction of Traffic

NOTE:
APPLY RPM'S IN ACCORDANCE WITH STANDARD PLANS INDEX NO. 706-001 & 102-600, SHEET 11 OF 11



*PLACE ADVANCE WARNING SIGNAGE 200 FT IN ADVANCE OF ROAD WORK

PHASE IA

REVISIONS				EDWIN RAMOS, P.E. P.E. LICENSE NUMBER 84352 ATKINS NORTH AMERICA, INC. 482 SOUTH KELLER ROAD ORLANDO, FL 32810	CITY OF DESTIN		TEMPORARY TRAFFIC CONTROL PLAN	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		COUNTY	CONSTRUCTION PLANS FOR:		106
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		

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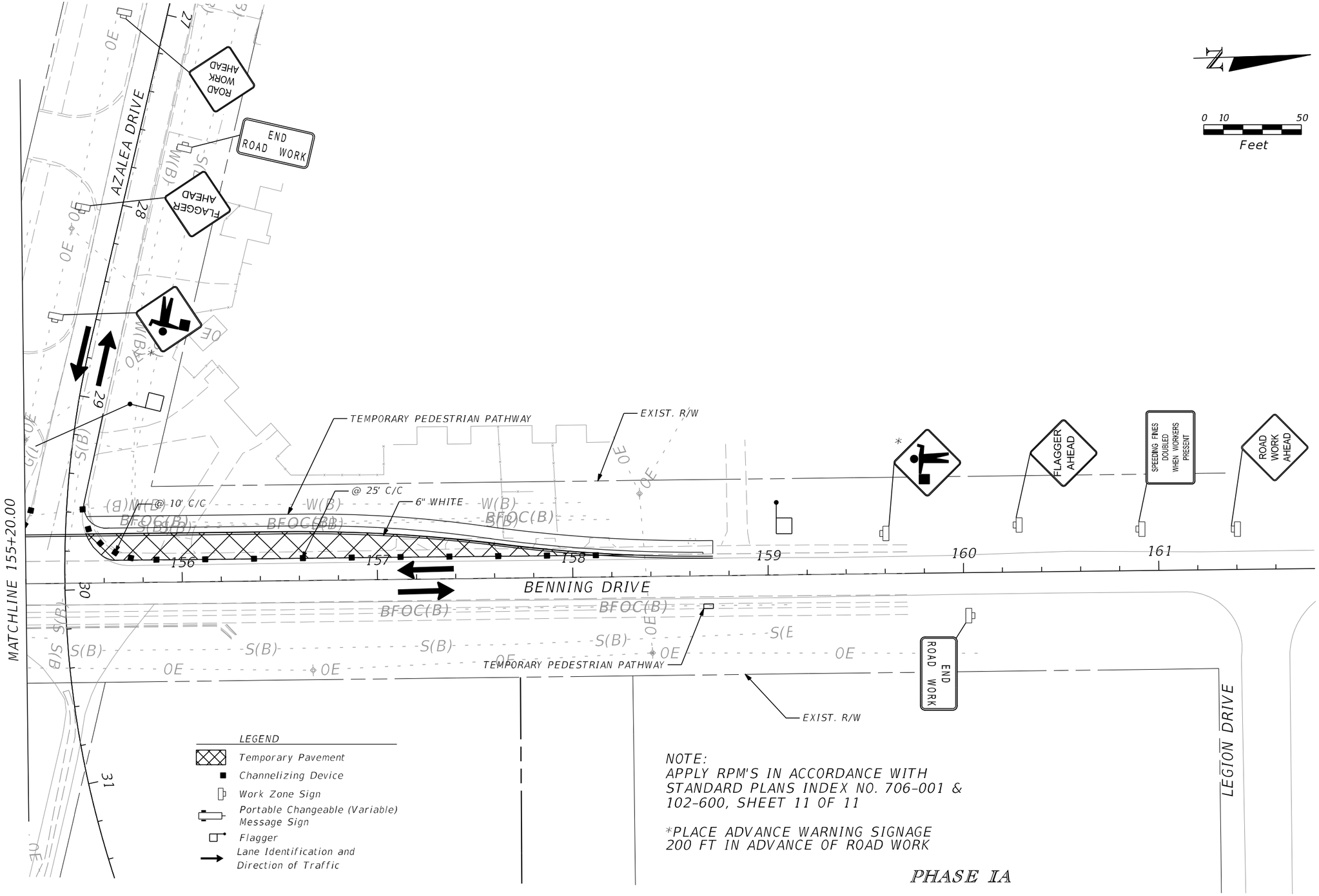
EXHIBIT A - ROADWAY PLANS



N

0 10 50
Feet

NOTE:
APPLY RPM'S IN ACCORDANCE WITH STANDARD PLANS INDEX NO. 706-001 & 102-600, SHEET 11 OF 11

*PLACE ADVANCE WARNING SIGNAGE 200 FT IN ADVANCE OF ROAD WORK

PHASE IA

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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

EDWIN RAMOS, P.E.
P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

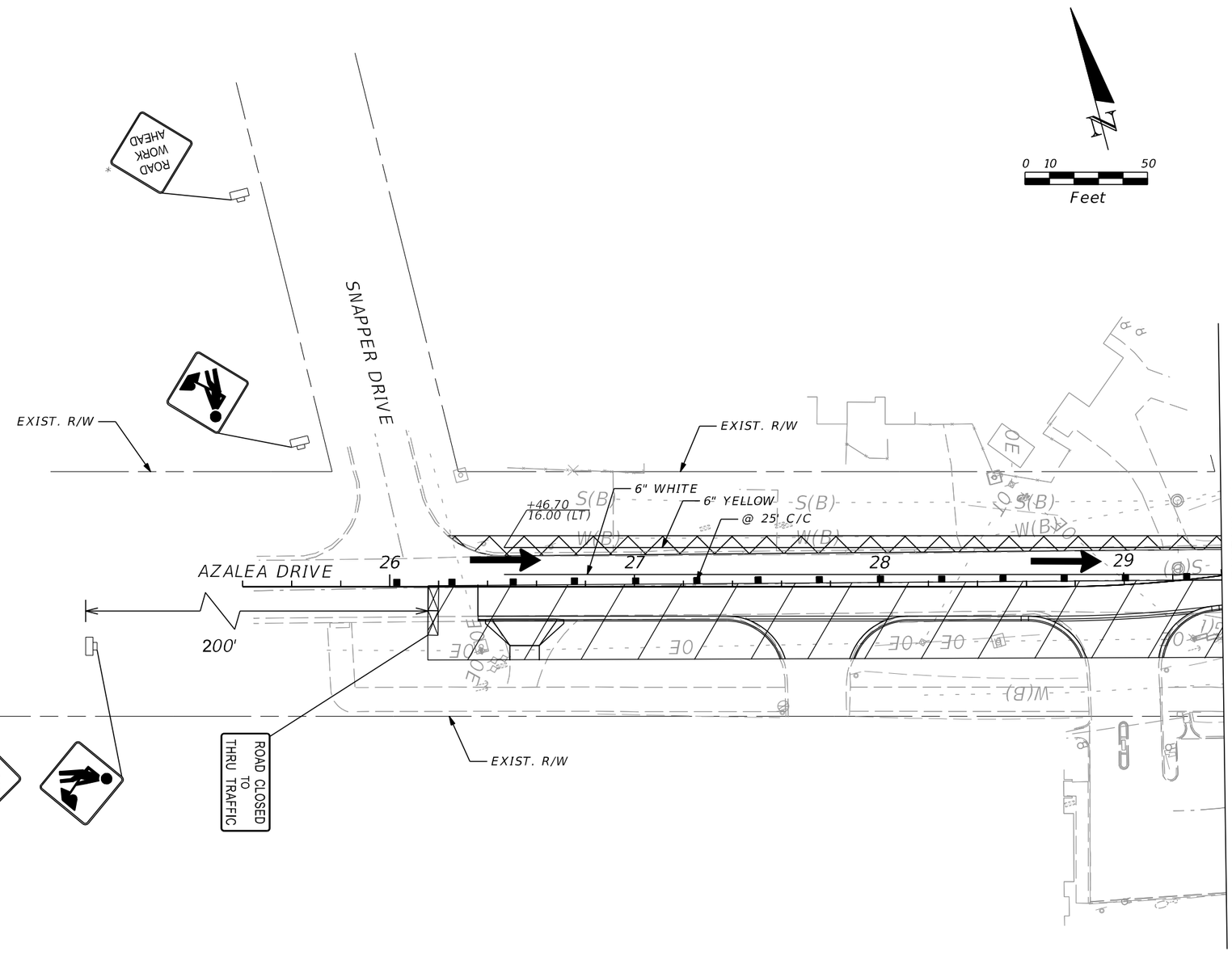
CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

TEMPORARY TRAFFIC CONTROL PLAN

SHEET NO. 107

EXHIBIT A - ROADWAY PLANS



LEGEND

- Temporary Pavement
- Work Zone
- Type III Barricade
- Channelizing Device
- Work Zone Sign
- Portable Changeable (Variable) Message Sign
- Flagger
- Lane Identification and Direction of Traffic

NOTE:
APPLY RPM'S IN ACCORDANCE WITH STANDARD PLANS INDEX NO. 706-011 & 102-600, SHEET 11 OF 11

*PLACE ADVANCE WARNING SIGNAGE 200 FT IN ADVANCE OF ROAD WORK

PHASE IB

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

EDWIN RAMOS, P.E.
P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

TEMPORARY TRAFFIC CONTROL PLAN

SHEET NO. 108

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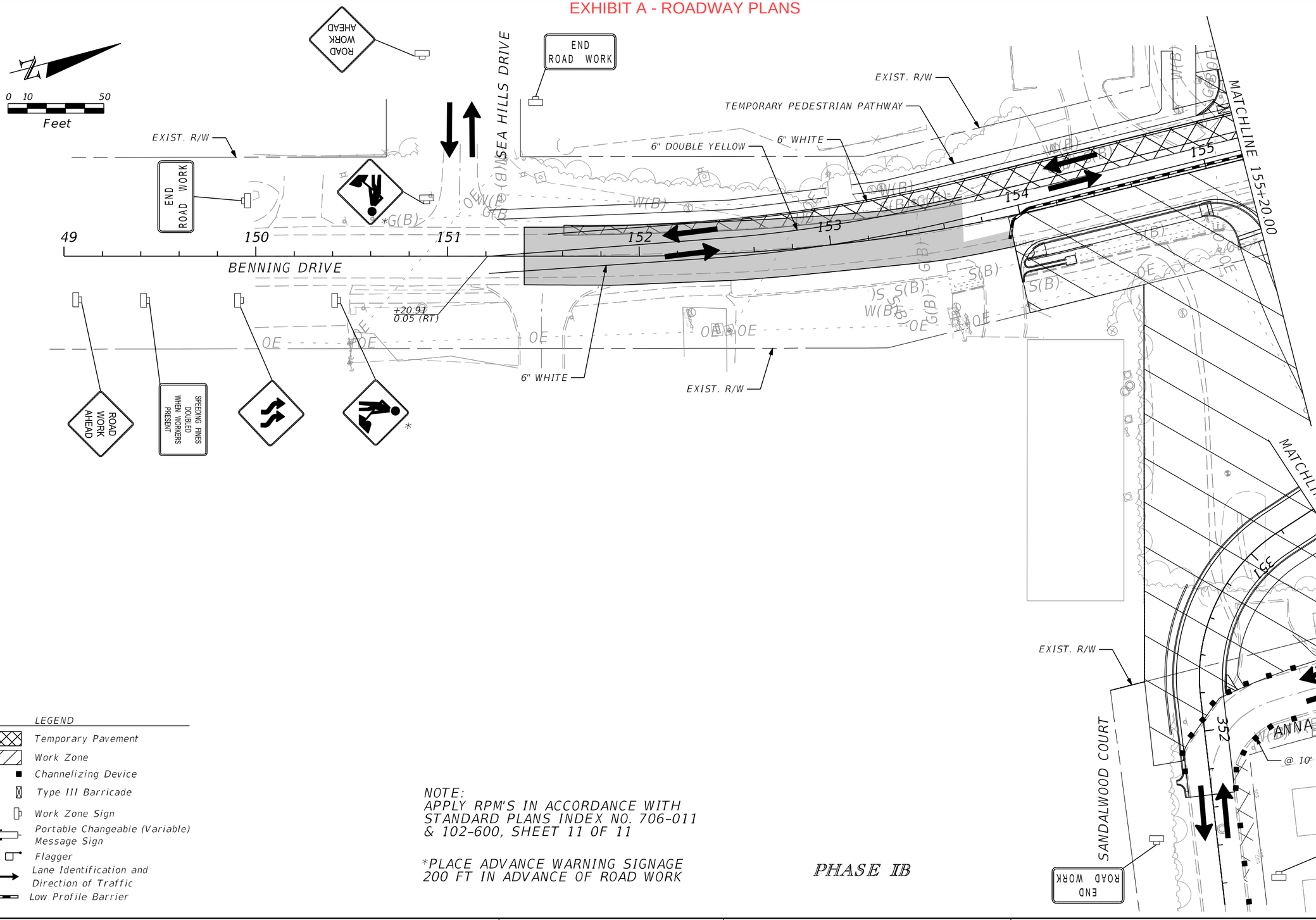
EXHIBIT A - ROADWAY PLANS



LEGEND

- Temporary Pavement
- Work Zone
- Channelizing Device
- Type III Barricade
- Work Zone Sign
- Portable Changeable (Variable) Message Sign
- Flagger
- Lane Identification and Direction of Traffic
- Low Profile Barrier

NOTE:
APPLY RPM'S IN ACCORDANCE WITH STANDARD PLANS INDEX NO. 706-011 & 102-600, SHEET 11 OF 11

*PLACE ADVANCE WARNING SIGNAGE 200 FT IN ADVANCE OF ROAD WORK

PHASE IB

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

EDWIN RAMOS, P.E.
P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

TEMPORARY TRAFFIC CONTROL PLAN

SHEET NO. 109

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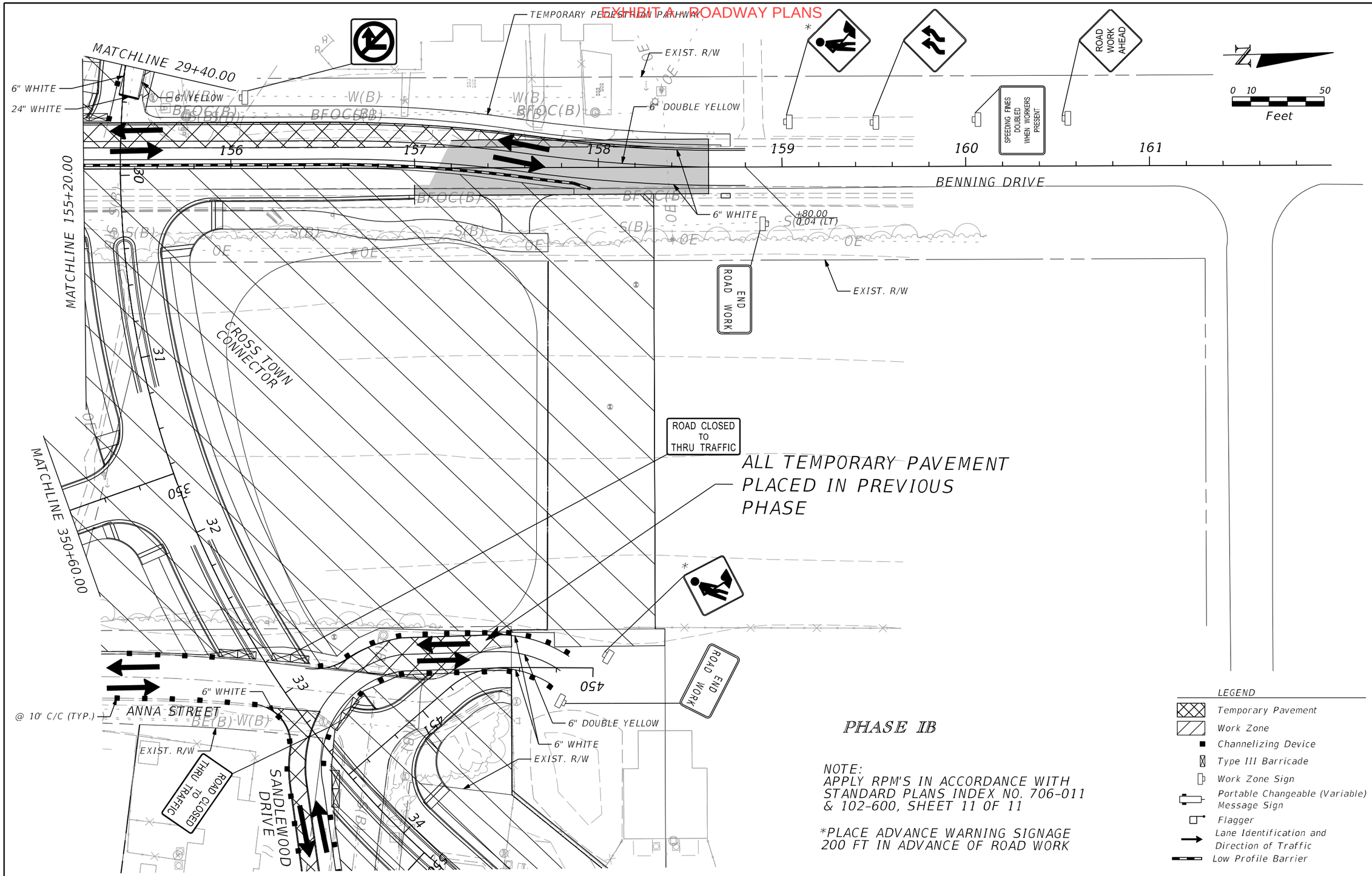
EXHIBIT A - ROADWAY PLANS



PHASE IB

NOTE:
APPLY RPM'S IN ACCORDANCE WITH STANDARD PLANS INDEX NO. 706-011 & 102-600, SHEET 11 OF 11

*PLACE ADVANCE WARNING SIGNAGE 200 FT IN ADVANCE OF ROAD WORK

LEGEND

- Temporary Pavement
- Work Zone
- Channelizing Device
- Type III Barricade
- Work Zone Sign
- Portable Changeable (Variable) Message Sign
- Flagger
- Lane Identification and Direction of Traffic
- Low Profile Barrier

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

EDWIN RAMOS, P.E.
P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN		TEMPORARY TRAFFIC CONTROL PLAN	SHEET NO.
COUNTY	CONSTRUCTION PLANS FOR:		110
OKALOOSA	DESTIN CROSS TOWN CONNECTOR		

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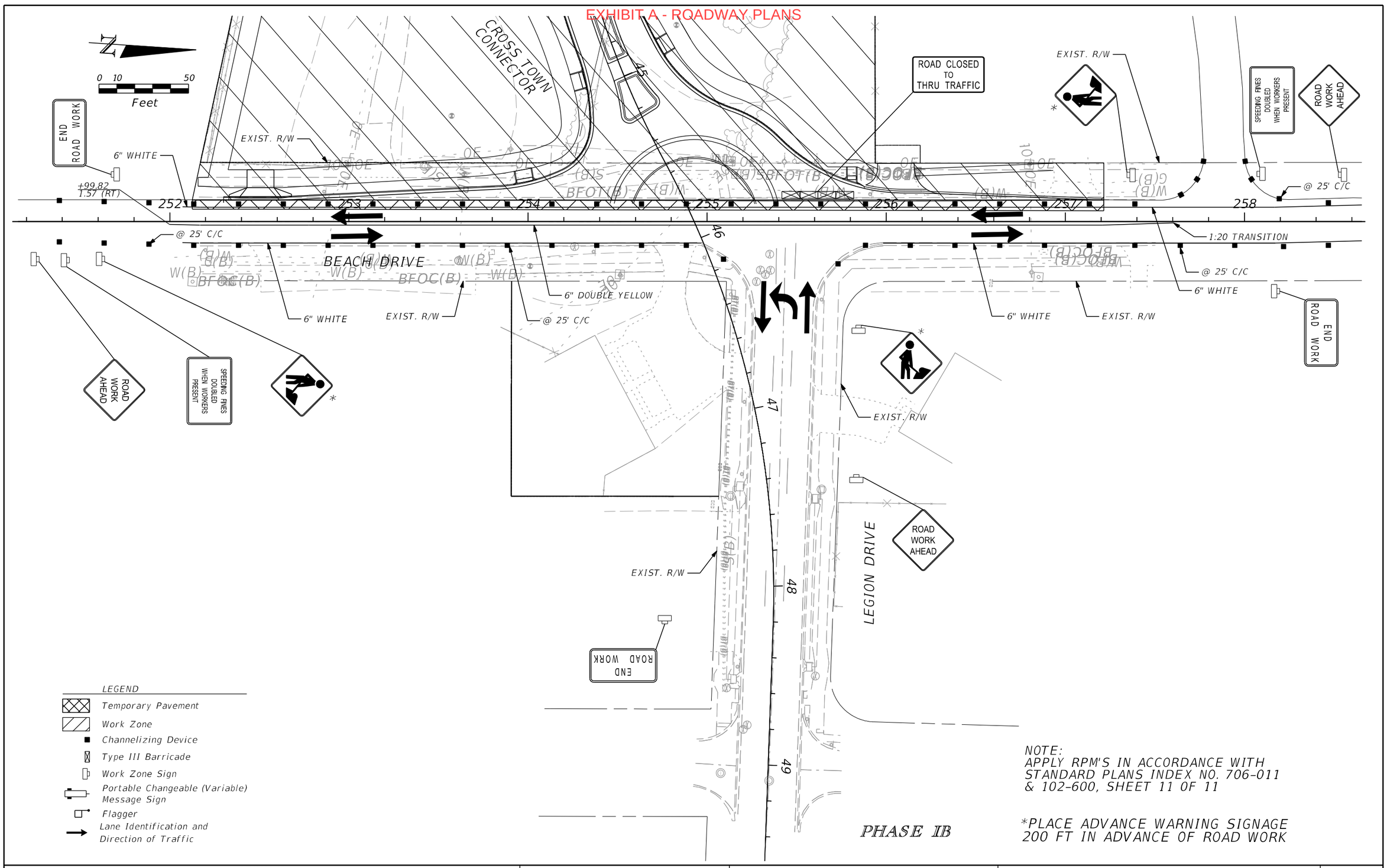
EXHIBIT A - ROADWAY PLANS



LEGEND

- Temporary Pavement
- Work Zone
- Channelizing Device
- Type III Barricade
- Work Zone Sign
- Portable Changeable (Variable) Message Sign
- Flagger
- Lane Identification and Direction of Traffic

NOTE:
APPLY RPM'S IN ACCORDANCE WITH STANDARD PLANS INDEX NO. 706-011 & 102-600, SHEET 11 OF 11

*PLACE ADVANCE WARNING SIGNAGE 200 FT IN ADVANCE OF ROAD WORK

PHASE IB

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

EDWIN RAMOS, P.E.
P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

TEMPORARY TRAFFIC CONTROL PLAN

SHEET NO. 111

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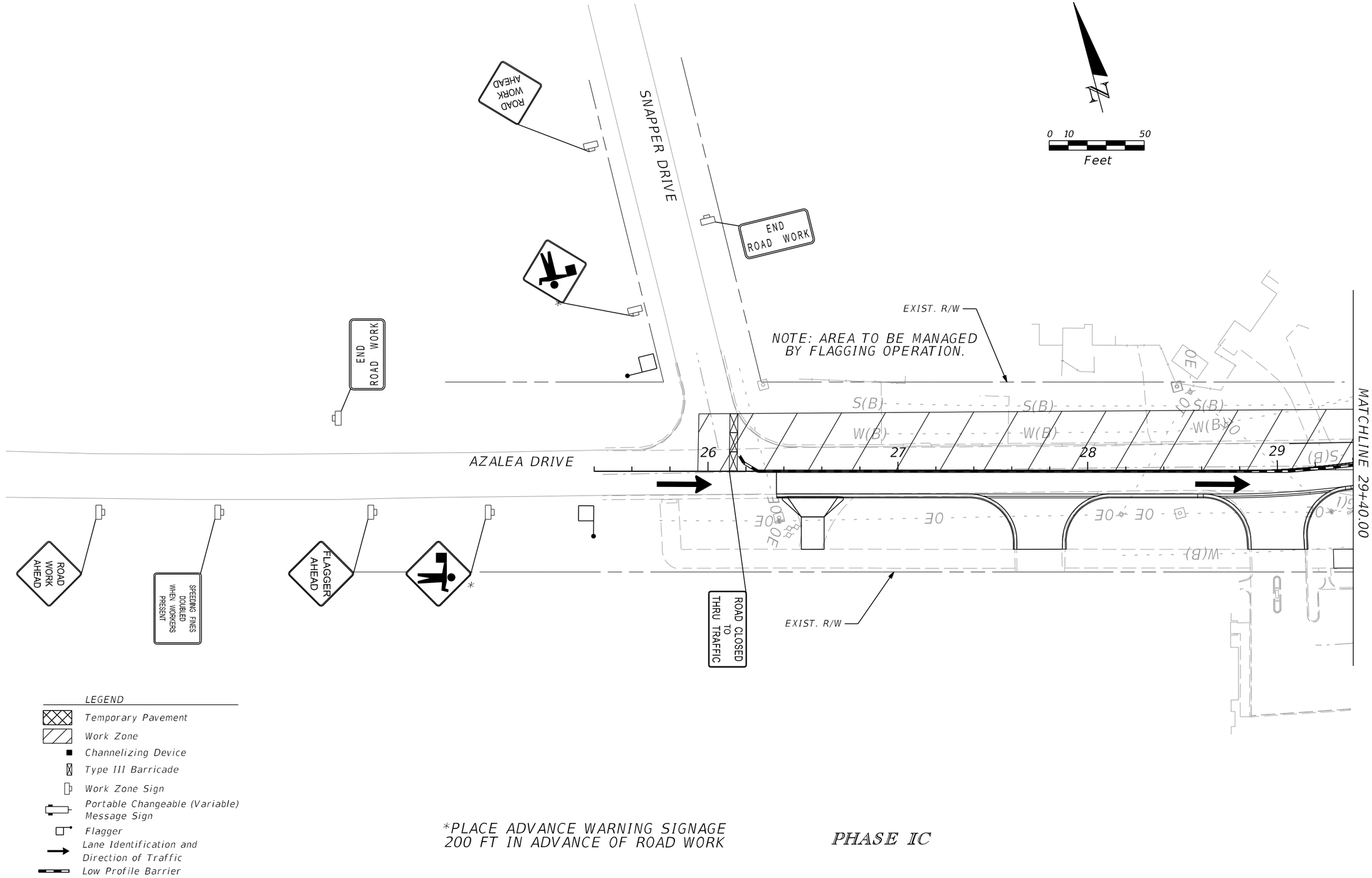
EXHIBIT A - ROADWAY PLANS



*PLACE ADVANCE WARNING SIGNAGE 200 FT IN ADVANCE OF ROAD WORK

PHASE IC

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

EDWIN RAMOS, P.E.
P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

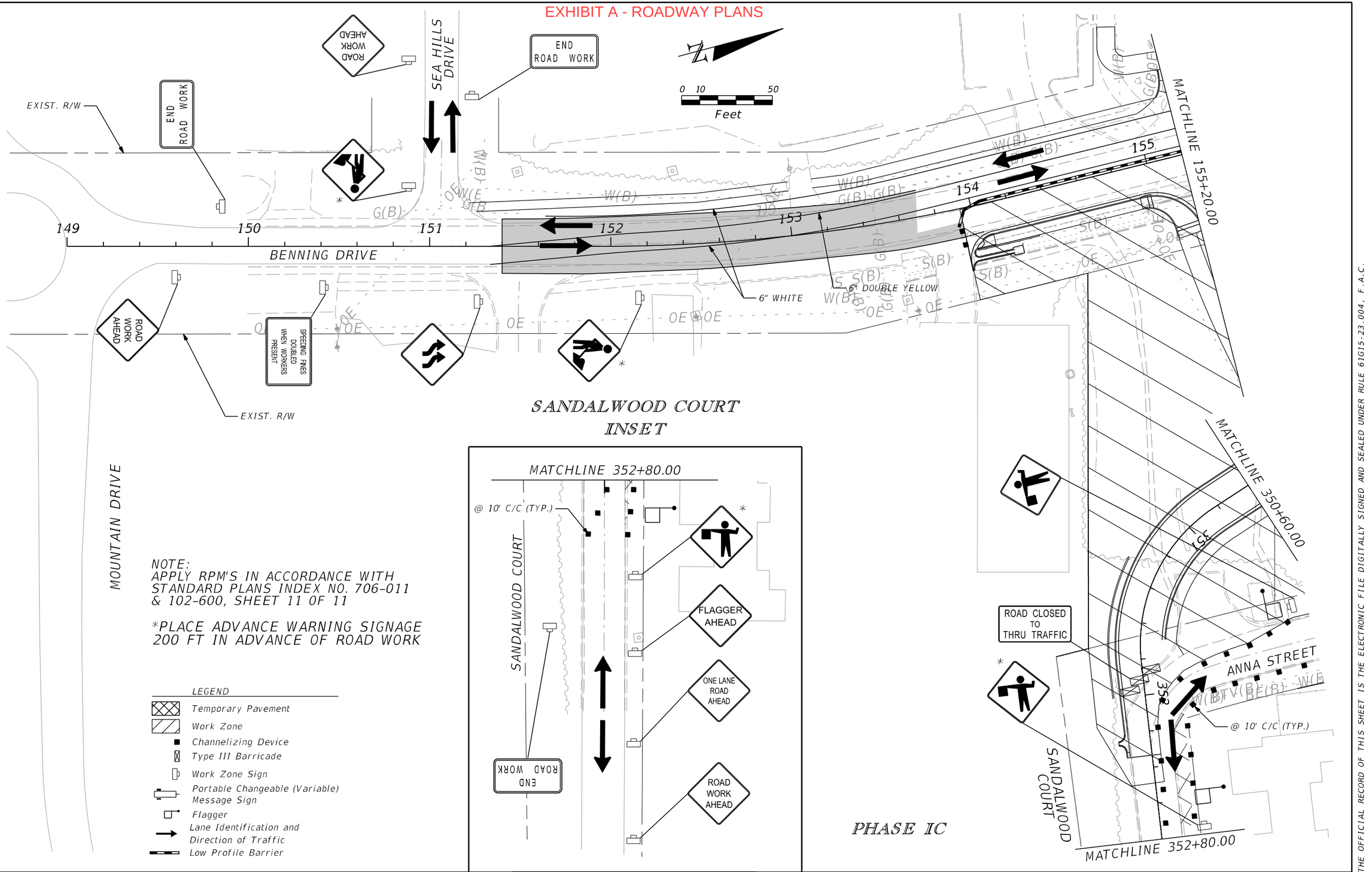
COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

TEMPORARY TRAFFIC CONTROL PLAN

SHEET NO. 112

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

EXHIBIT A - ROADWAY PLANS



SANDALWOOD COURT INSET

NOTE:
APPLY RPM'S IN ACCORDANCE WITH STANDARD PLANS INDEX NO. 706-011 & 102-600, SHEET 11 0F 11

*PLACE ADVANCE WARNING SIGNAGE 200 FT IN ADVANCE OF ROAD WORK

LEGEND

- Temporary Pavement
- Work Zone
- Channelizing Device
- Type III Barricade
- Work Zone Sign
- Portable Changeable (Variable) Message Sign
- Flagger
- Lane Identification and Direction of Traffic
- Low Profile Barrier

PHASE IC

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

EDWIN RAMOS, P.E.
P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

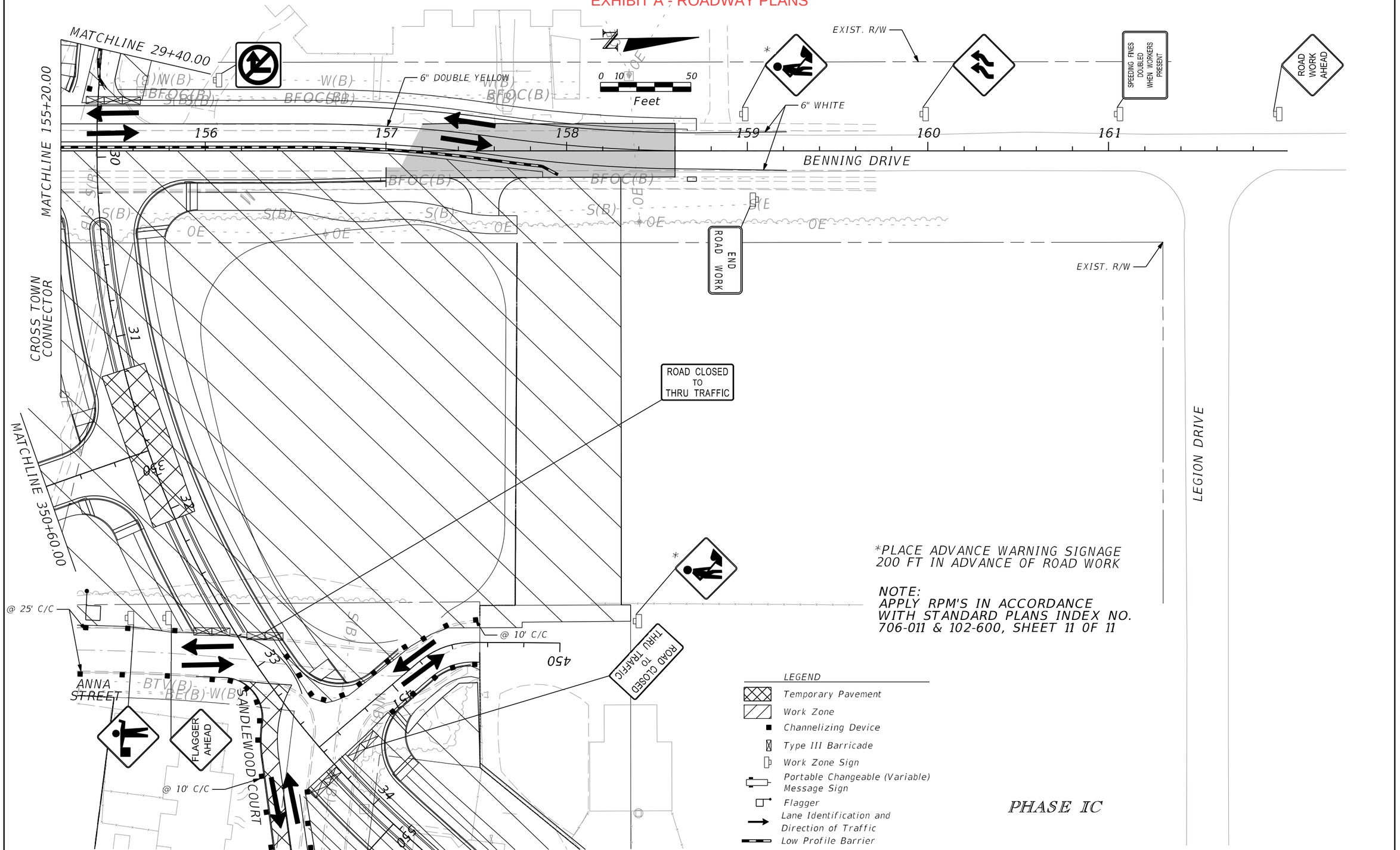
COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

TEMPORARY TRAFFIC CONTROL PLAN

SHEET NO. 113

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

EXHIBIT A - ROADWAY PLANS



*PLACE ADVANCE WARNING SIGNAGE 200 FT IN ADVANCE OF ROAD WORK

NOTE:
APPLY RPM'S IN ACCORDANCE WITH STANDARD PLANS INDEX NO. 706-011 & 102-600, SHEET 11 0F 11

LEGEND

- Temporary Pavement
- Work Zone
- Channelizing Device
- Type III Barricade
- Work Zone Sign
- Portable Changeable (Variable) Message Sign
- Flagger
- Lane Identification and Direction of Traffic
- Low Profile Barrier

PHASE IC

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

EDWIN RAMOS, P.E.
P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

TEMPORARY TRAFFIC CONTROL PLAN

SHEET NO. 114

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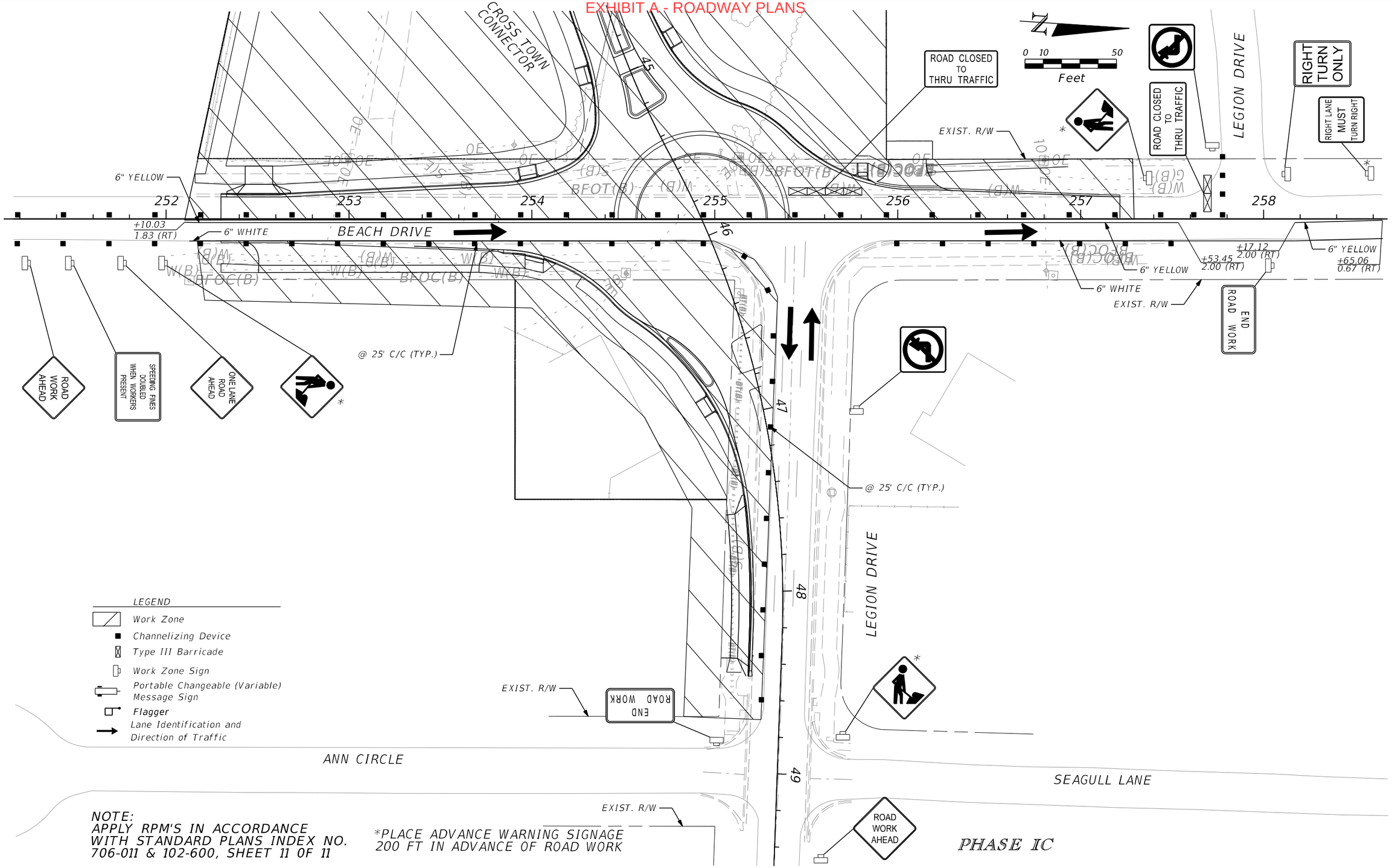
EXHIBIT A - ROADWAY PLANS



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

EDWIN RAMOS, P.E.
P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

TEMPORARY TRAFFIC CONTROL PLAN

SHEET NO. 115

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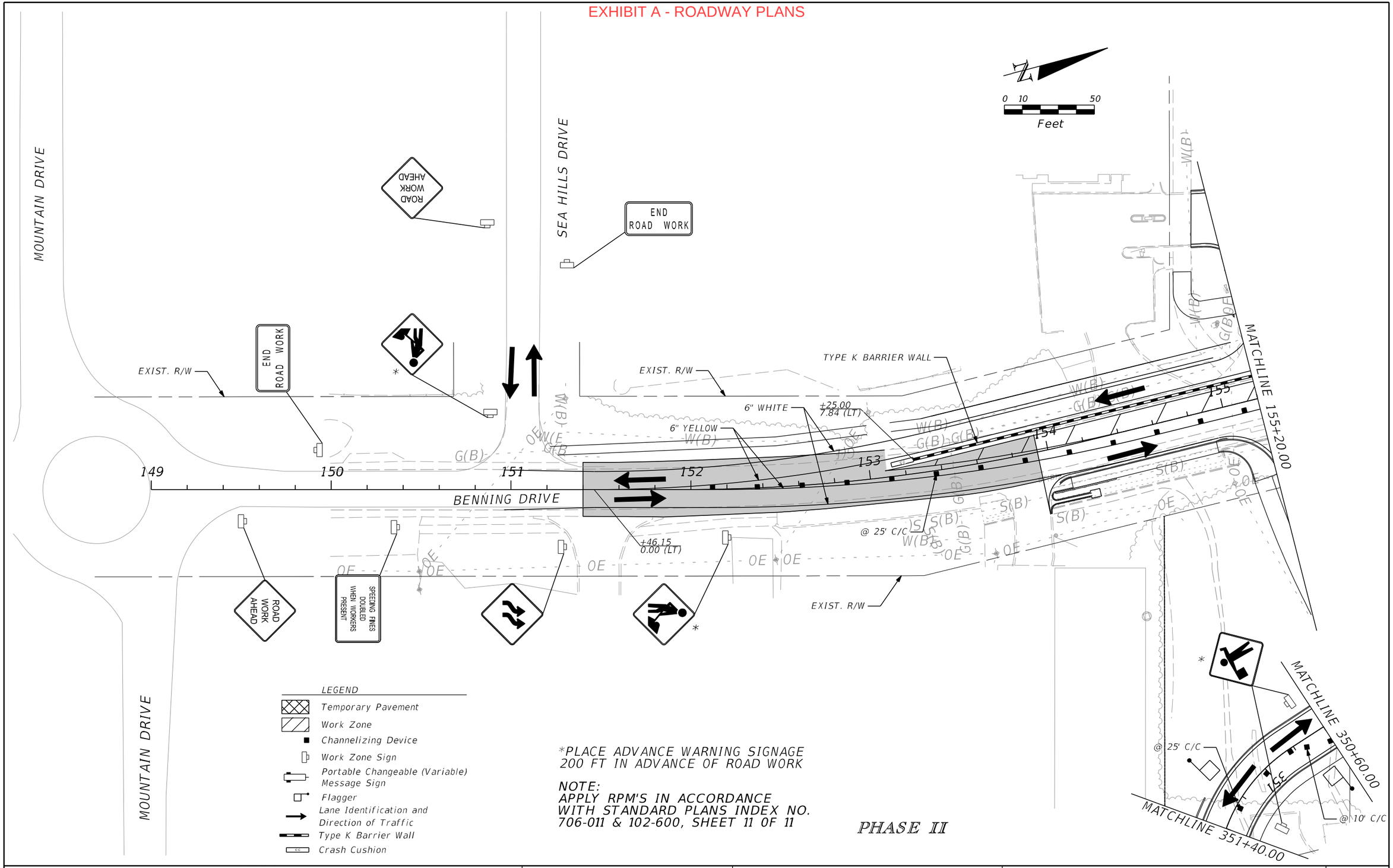
EXHIBIT A - ROADWAY PLANS



*PLACE ADVANCE WARNING SIGNAGE 200 FT IN ADVANCE OF ROAD WORK

NOTE:
APPLY RPM'S IN ACCORDANCE WITH STANDARD PLANS INDEX NO. 706-011 & 102-600, SHEET 11 OF 11

PHASE II

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

EDWIN RAMOS, P.E.
P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

TEMPORARY TRAFFIC CONTROL PLAN

SHEET NO. 116

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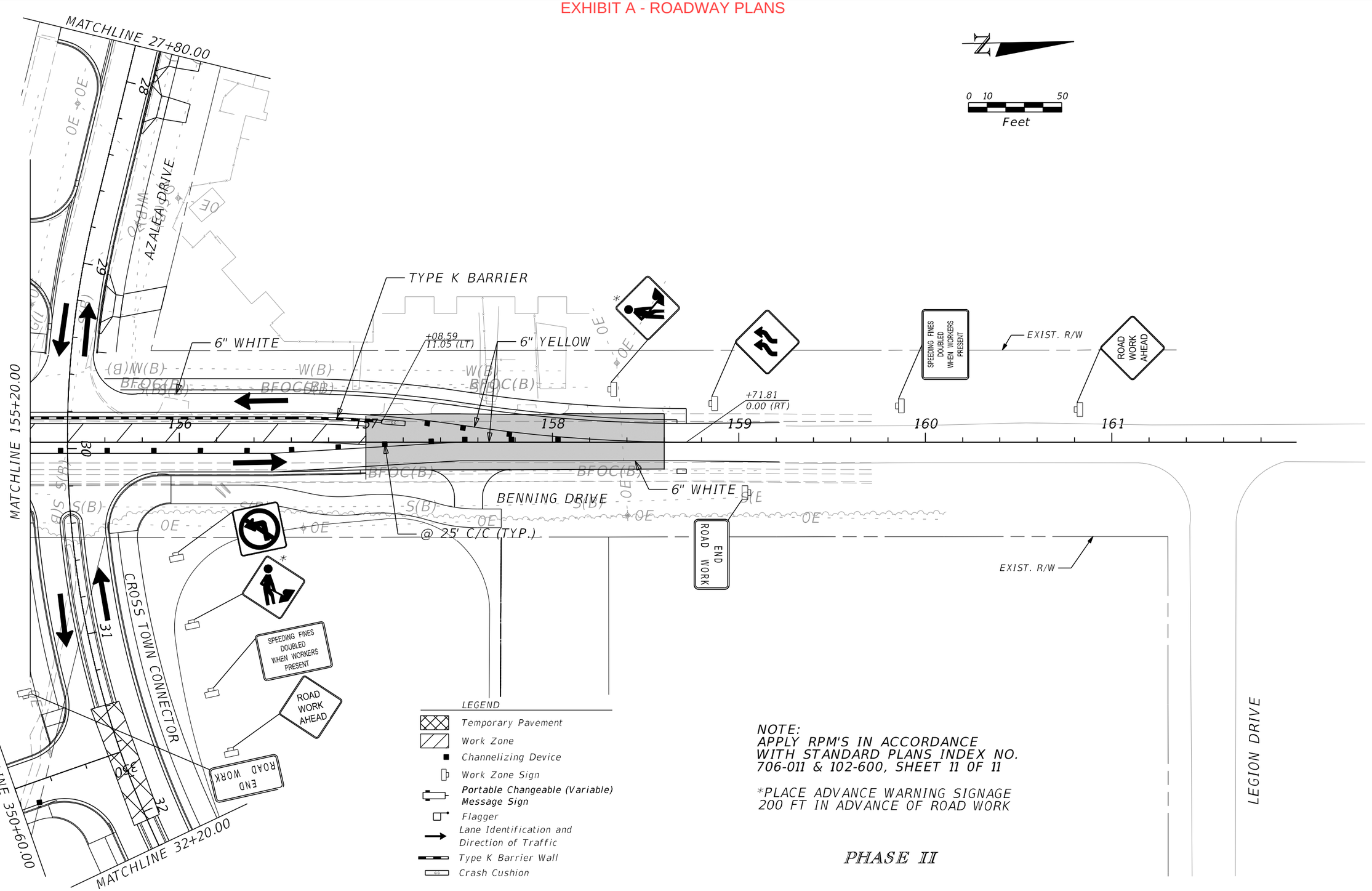
EXHIBIT A - ROADWAY PLANS



LEGEND

- Temporary Pavement
- Work Zone
- Channelizing Device
- Work Zone Sign
- Portable Changeable (Variable) Message Sign
- Flagger
- Lane Identification and Direction of Traffic
- Type K Barrier Wall
- Crash Cushion

NOTE:
APPLY RPM'S IN ACCORDANCE WITH STANDARD PLANS INDEX NO. 706-011 & 102-600, SHEET 11 0F 11

*PLACE ADVANCE WARNING SIGNAGE 200 FT IN ADVANCE 0F ROAD WORK

PHASE II

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

EDWIN RAMOS, P.E.
P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

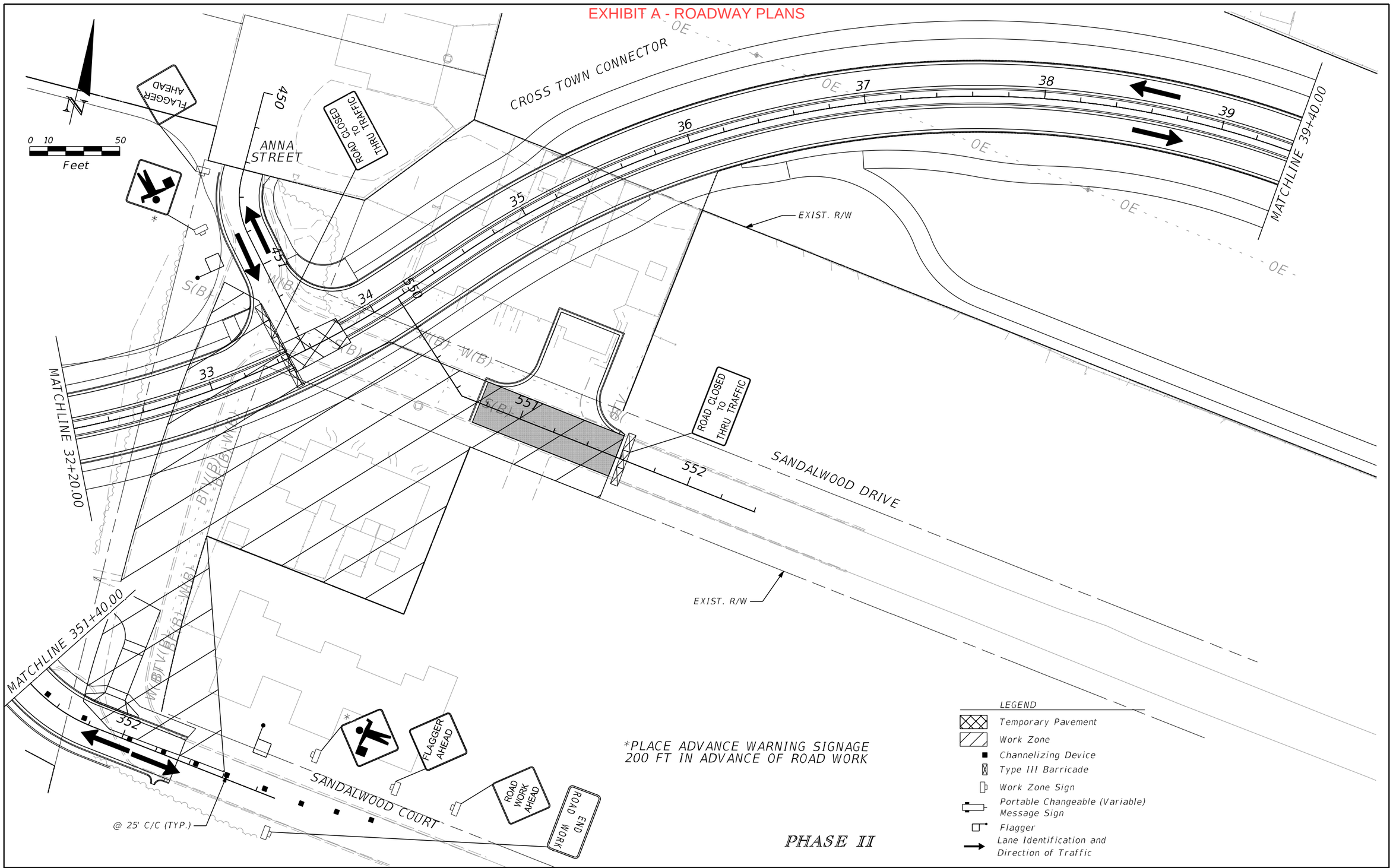
COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

TEMPORARY TRAFFIC CONTROL PLAN

SHEET NO. 117

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

EXHIBIT A - ROADWAY PLANS



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

EDWIN RAMOS, P.E.
P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

TEMPORARY TRAFFIC CONTROL PLAN

SHEET NO. 118

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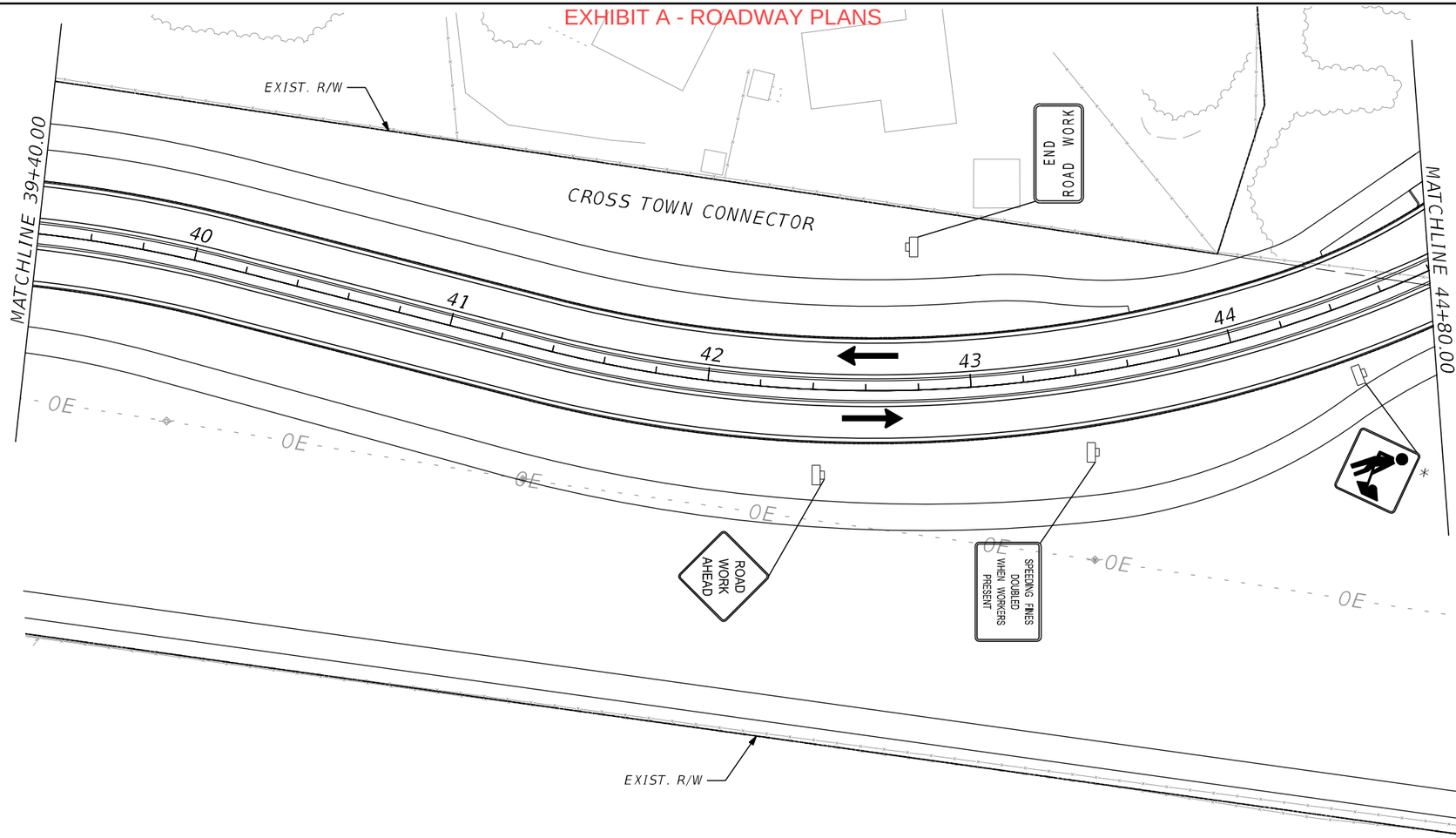
EXHIBIT A - ROADWAY PLANS



LEGEND

- Temporary Pavement
- Work Zone
- Channelizing Device
- Work Zone Sign
- Portable Changeable (Variable) Message Sign
- Flagger
- Lane Identification and Direction of Traffic

*PLACE ADVANCE WARNING SIGNAGE 200 FT IN ADVANCE OF ROAD WORK

PHASE II

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

EDWIN RAMOS, P.E.
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482 SOUTH KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

TEMPORARY TRAFFIC CONTROL PLAN

SHEET NO. 119

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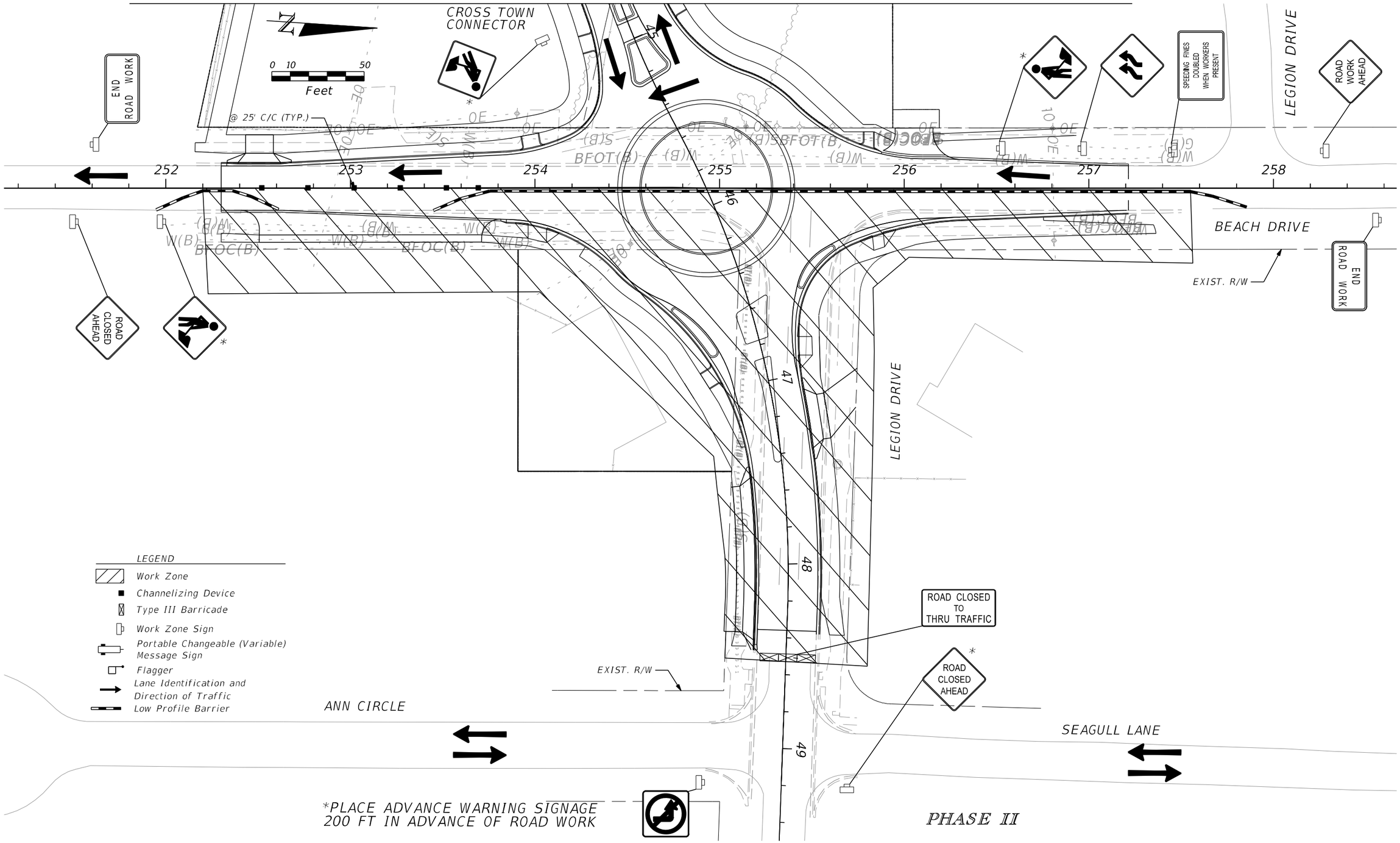
EXHIBIT A - ROADWAY PLANS

MATCHLINE 44+80.00



LEGEND

- Work Zone
- Channelizing Device
- Type III Barricade
- Work Zone Sign
- Portable Changeable (Variable) Message Sign
- Flagger
- Lane Identification and Direction of Traffic
- Low Profile Barrier

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

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482 SOUTH KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

TEMPORARY TRAFFIC CONTROL PLAN

SHEET NO. 120

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EXHIBIT A - ROADWAY PLANS

CONST. ROAD CONNECTION
IN PHASES WITH FLAGGER
PER STANDARD PLANS INDEX
102-625 TO FACILITATE
INGRESS/EGRESS TO SIDE ROAD.

*PLACE ADVANCE WARNING SIGNAGE
200 FT IN ADVANCE OF ROAD WORK

*MAINTAIN TRAFFIC WITH
FLAGGING OPERATION

END ROAD WORK

ROAD WORK AHEAD

SPEEDING FINES DOUBLED WHEN WORKERS PRESENT

AZALEA DRIVE

BENNING DRIVE

CROSS TOWN CONNECTOR

EXIST. R/W

@ 25' C/C (TYP.)

0 10 50
Feet

LEGEND
- Temporary Pavement
- Work Zone
- Channelizing Device
- Work Zone Sign
- Portable Changeable (Variable) Message Sign
- Flagger
- Lane Identification and Direction of Traffic

PHASE III

MATCHLINE 32+20.00

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ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

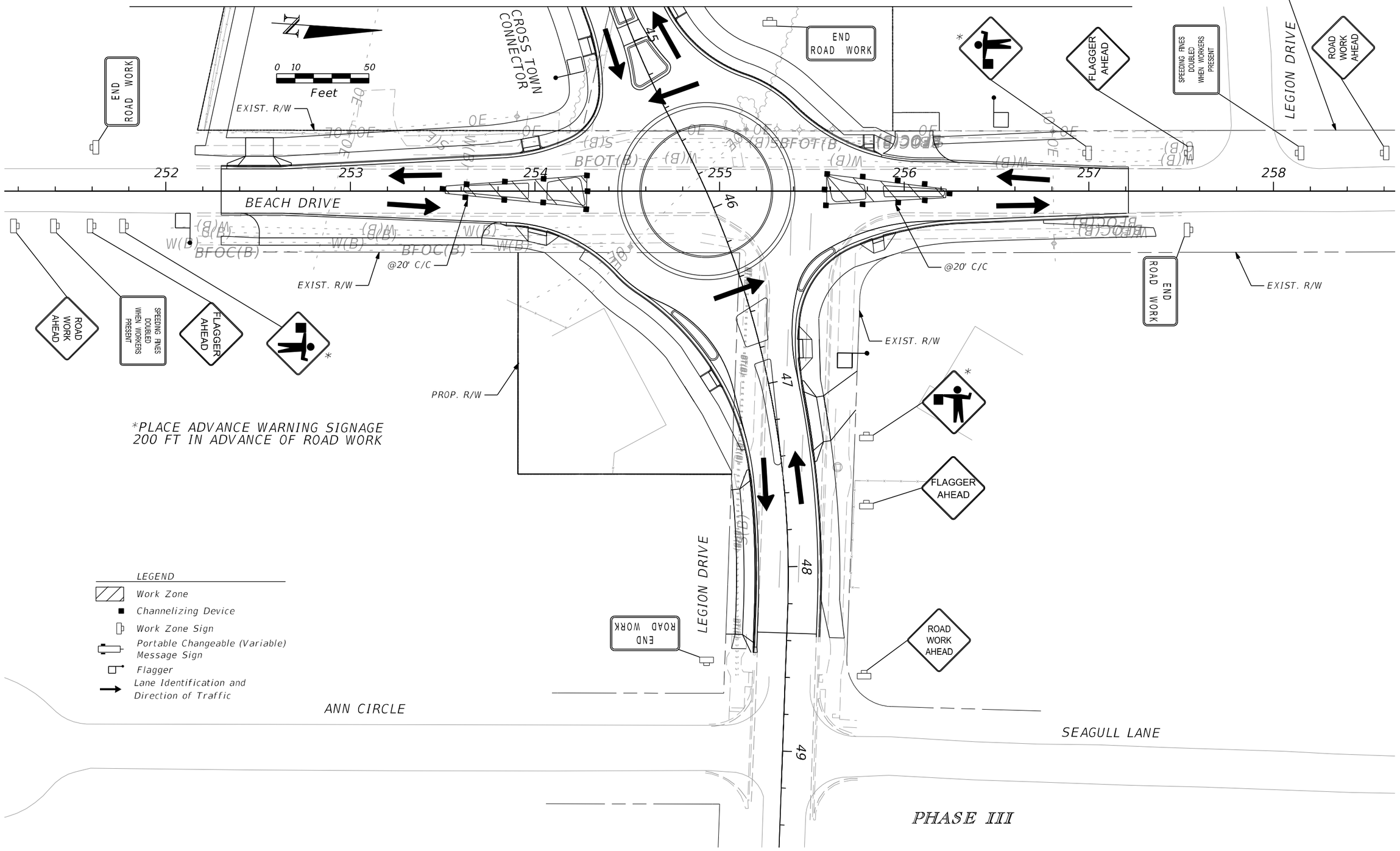
TEMPORARY TRAFFIC CONTROL PLAN

SHEET NO. 121

RAMO6916 5/5/2025 11:17:26 AM Default c:\pw_work\atknaf101\ramo6916\dms76945\TCPLRD111101.dgn

EXHIBIT A - ROADWAY PLANS

MATCHLINE 44+80.00



*PLACE ADVANCE WARNING SIGNAGE
200 FT IN ADVANCE OF ROAD WORK

LEGEND

- Work Zone
- Channelizing Device
- Work Zone Sign
- Portable Changeable (Variable) Message Sign
- Flagger
- Lane Identification and Direction of Traffic

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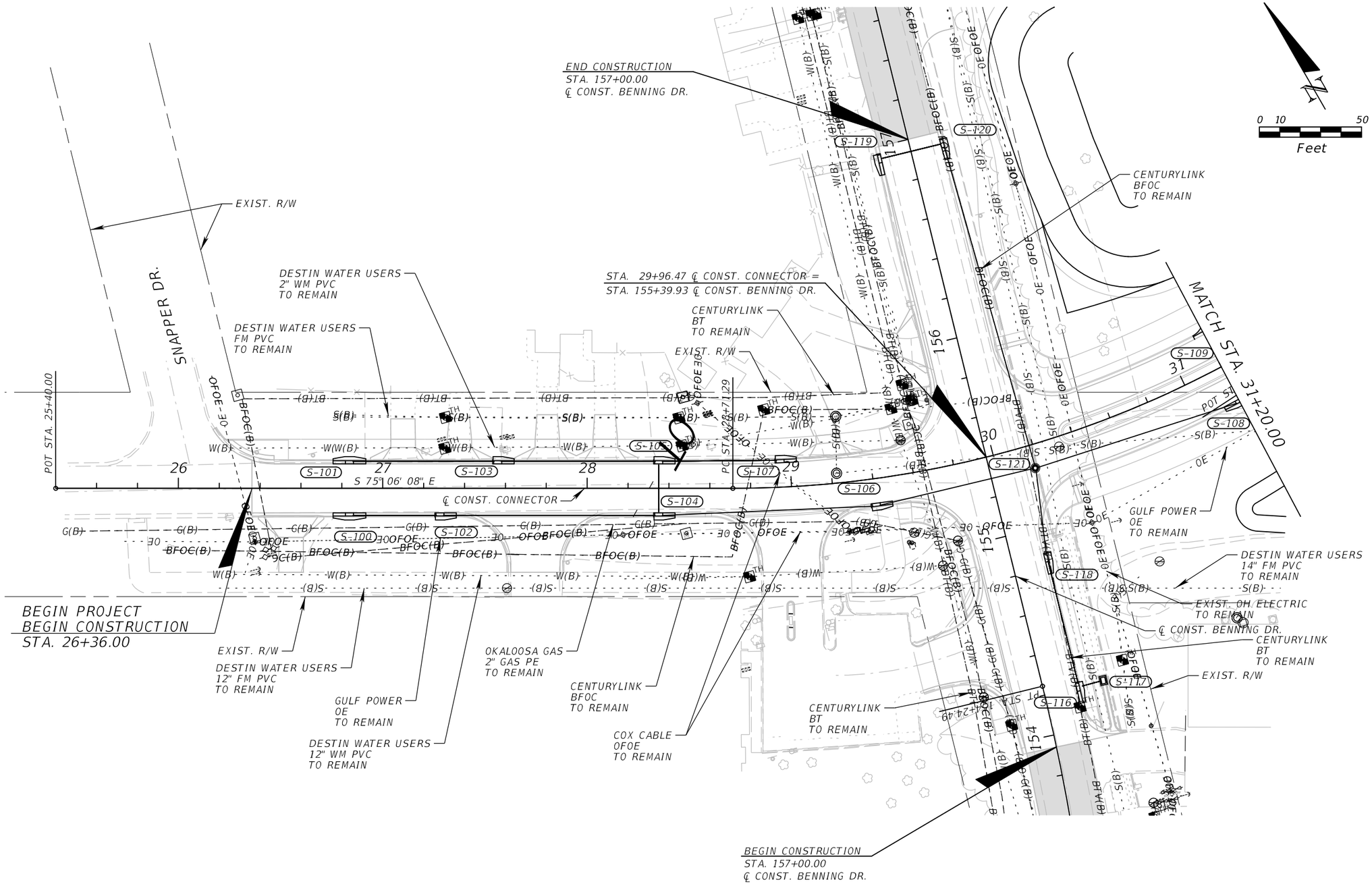
CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

TEMPORARY TRAFFIC CONTROL PLAN

SHEET NO. 122

EXHIBIT A - ROADWAY PLANS



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CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

UTILITY ADJUSTMENTS (1)

SHEET NO. 123

EXHIBIT A - ROADWAY PLANS

BEGIN CONSTRUCTION
STA. 450+44.42
℄ CONST. ANNA ST.

STA. 33+56.30 ℄ CONST. CONNECTOR =
STA. 451+53.26 ℄ CONST. ANNA ST.

STA. 31+65.69 ℄ CONST. CONNECTOR =
STA. 350+08.00 ℄ CONST. SANDALWOOD CT.

MATCH STA. 31+20.00

END CONSTRUCTION
STA. 352+38.00
℄ CONST. SANDALWOOD CT

BEGIN MILLING & RESURFACING
STA. 550+76.06
℄ CONST. SANDALWOOD DR

END MILLING & RESURFACING
END CONSTRUCTION
STA. 551+70.51
℄ CONST. SANDALWOOD DR

MATCH STA. 38+00.00

℄ CONST. SANDALWOOD CT

℄ CONST. CONNECTOR

DESTIN WATER USERS
6" WM PVC
TO REMAIN

GULF POWER
7.2KV BE
TO REMAIN

GULF POWER
7.2KV OE
TO REMAIN

DESTIN WATER USERS
4" FM PVC
TO REMAIN

DESTIN WATER USERS
6" WM PVC
TO REMAIN

DESTIN WATER USERS
2" WM PVC
TO REMAIN

COX CABLE
BTV
TO REMAIN

DESTIN WATER USERS
FM
TO REMAIN

℄ CONST. SANDALWOOD DR

0 10 50
Feet

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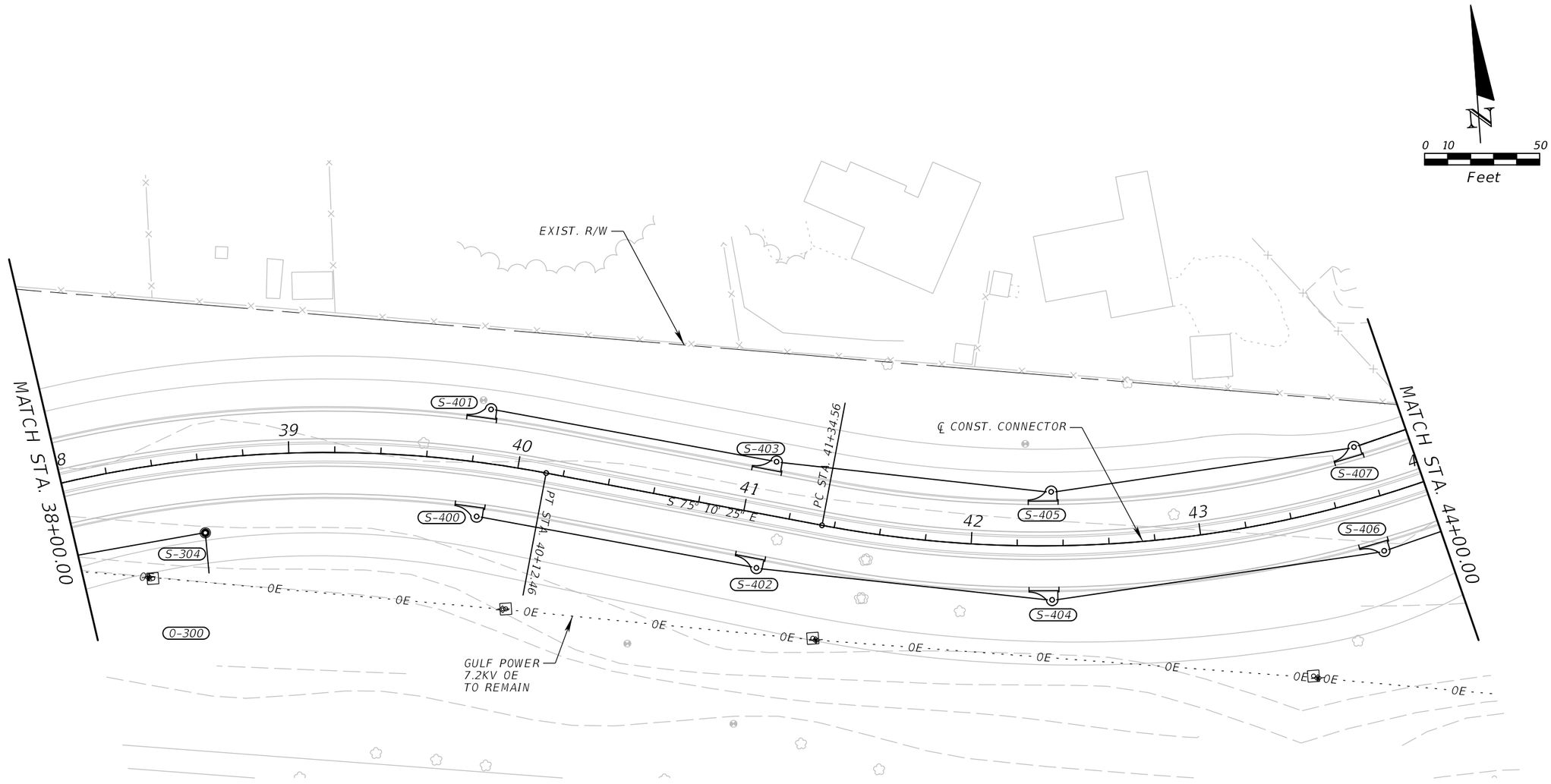
CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

UTILITY ADJUSTMENTS (2)

SHEET NO. 124

EXHIBIT A - ROADWAY PLANS



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

EDWIN J. RAMOS, P.E.
P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

UTILITY ADJUSTMENTS (3)

SHEET NO. 125

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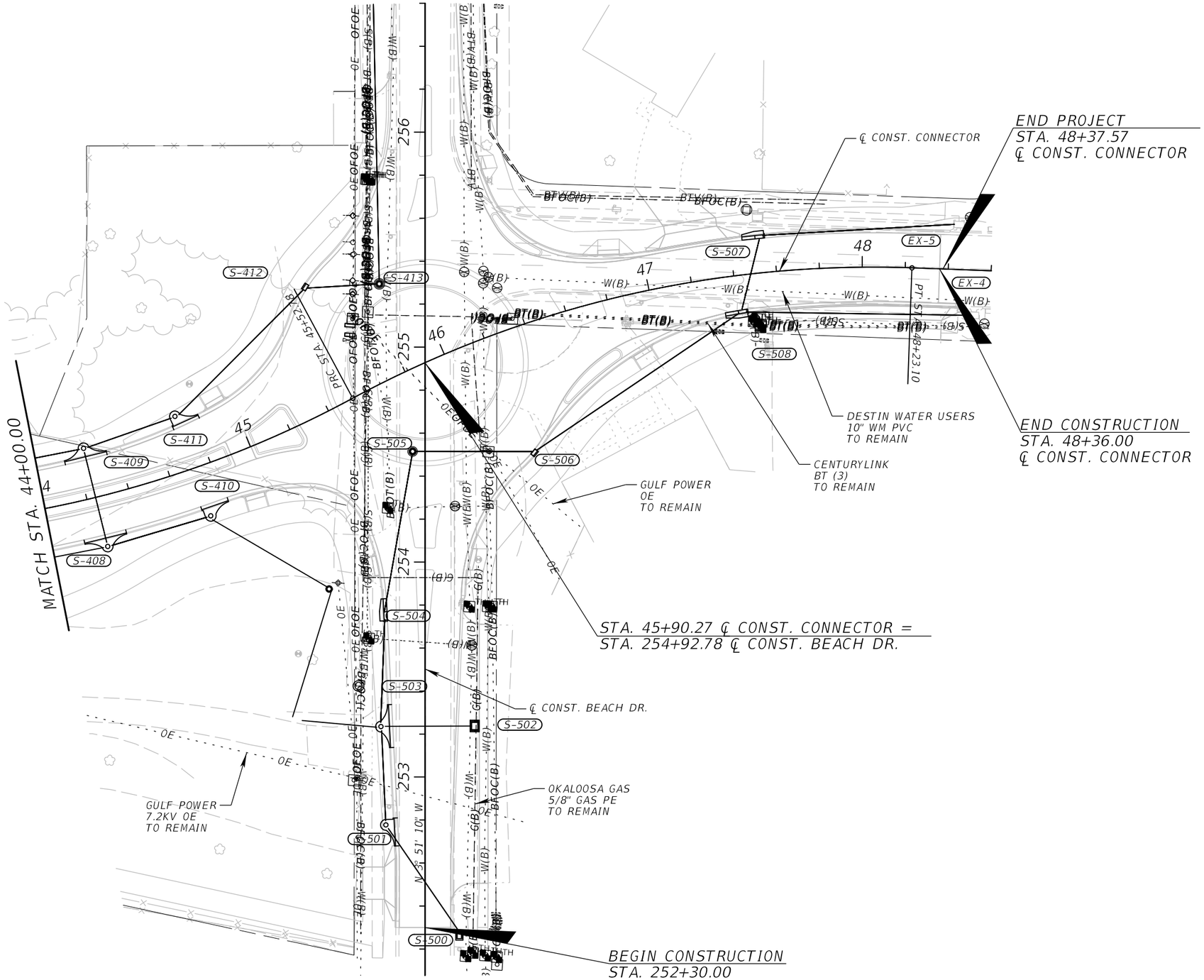
EXHIBIT A - ROADWAY PLANS



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482 SOUTH KELLER ROAD
ORLANDO, FL 32810

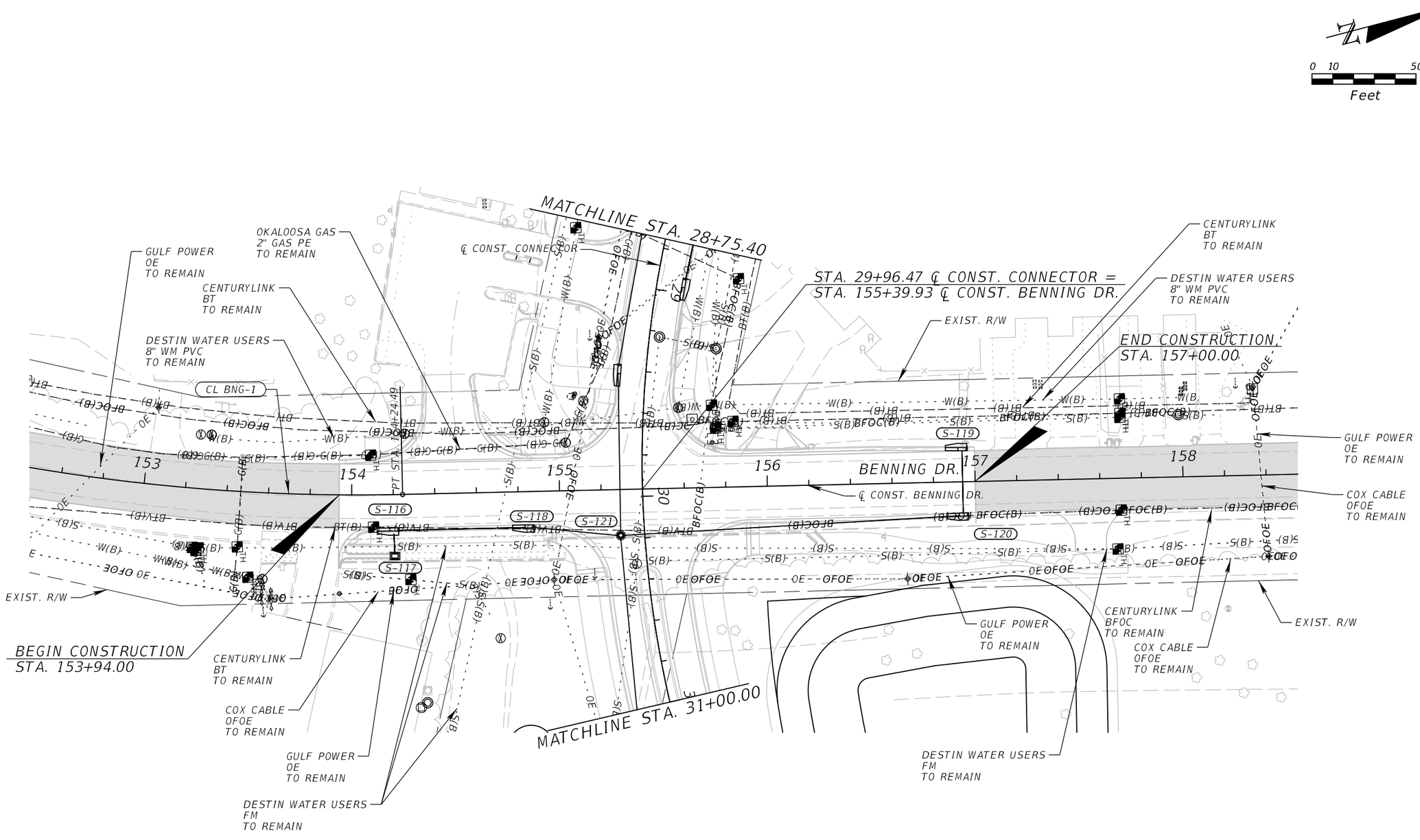
CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

UTILITY ADJUSTMENTS (4)

SHEET NO. 126

EXHIBIT A - ROADWAY PLANS



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

EDWIN J. RAMOS, P.E.
P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

UTILITY ADJUSTMENTS (5)

SHEET NO. 127

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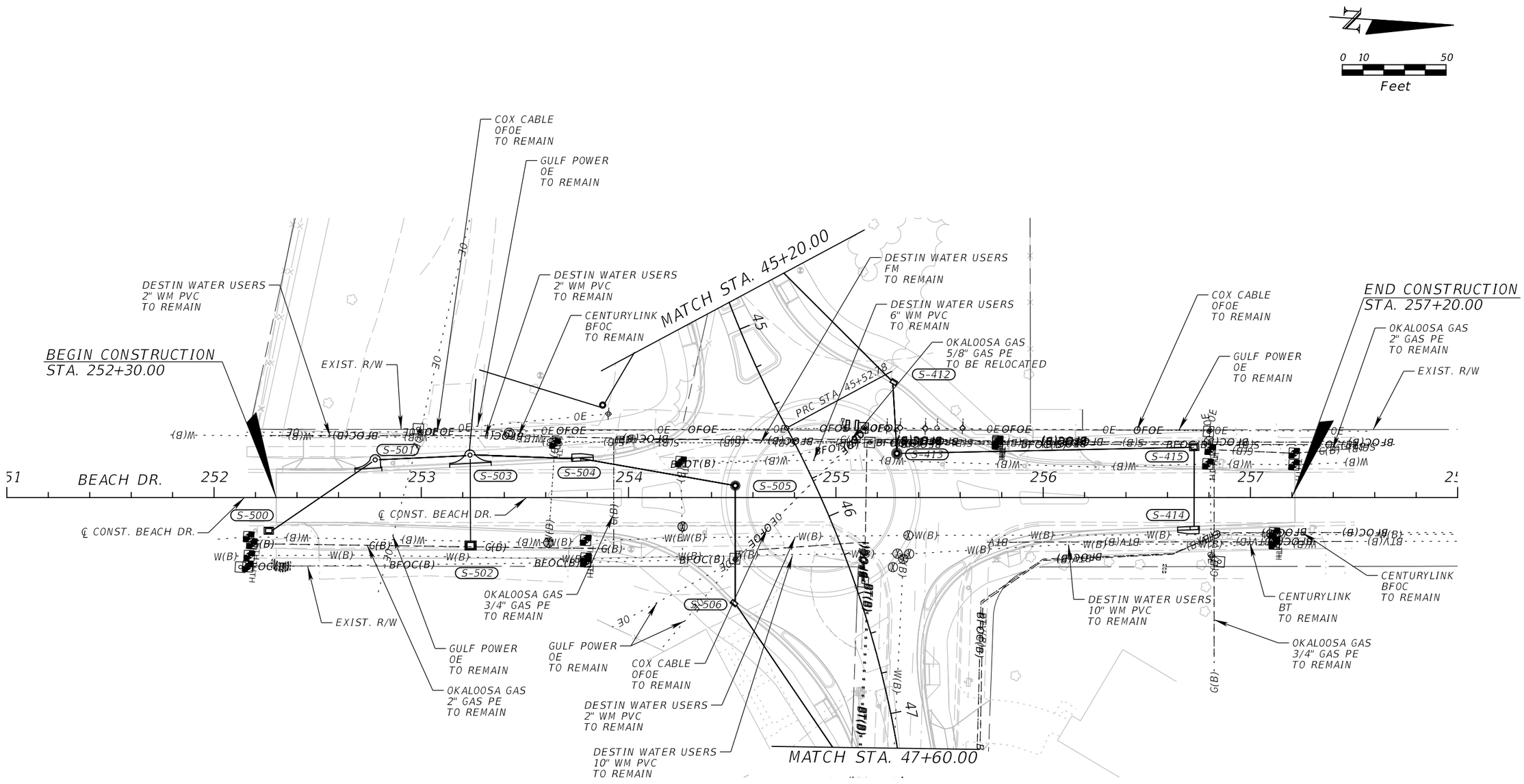
EXHIBIT A - ROADWAY PLANS



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

EDWIN J. RAMOS, P.E.
P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

UTILITY ADJUSTMENTS (6)

SHEET NO. 128

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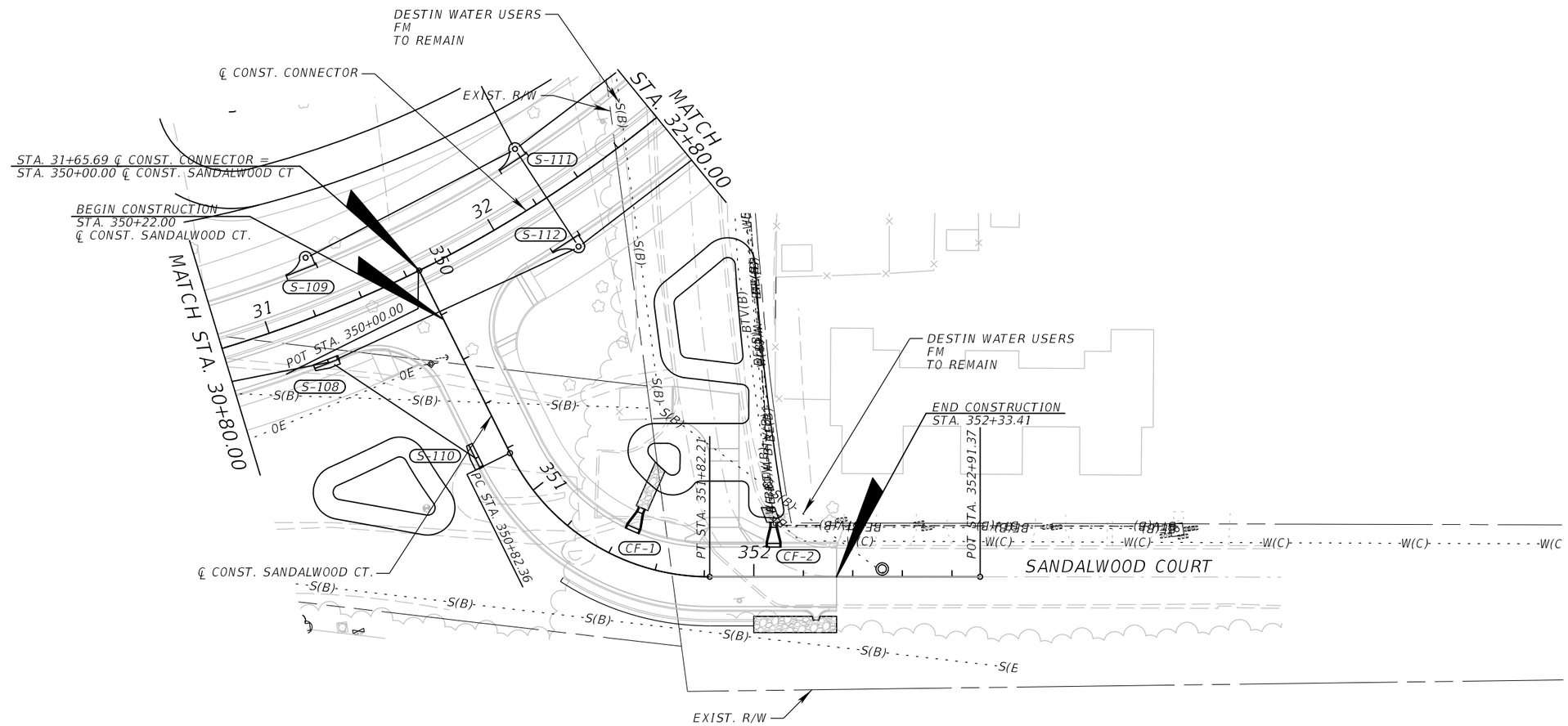
EXHIBIT A - ROADWAY PLANS



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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

EDWIN J. RAMOS, P.E.
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ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

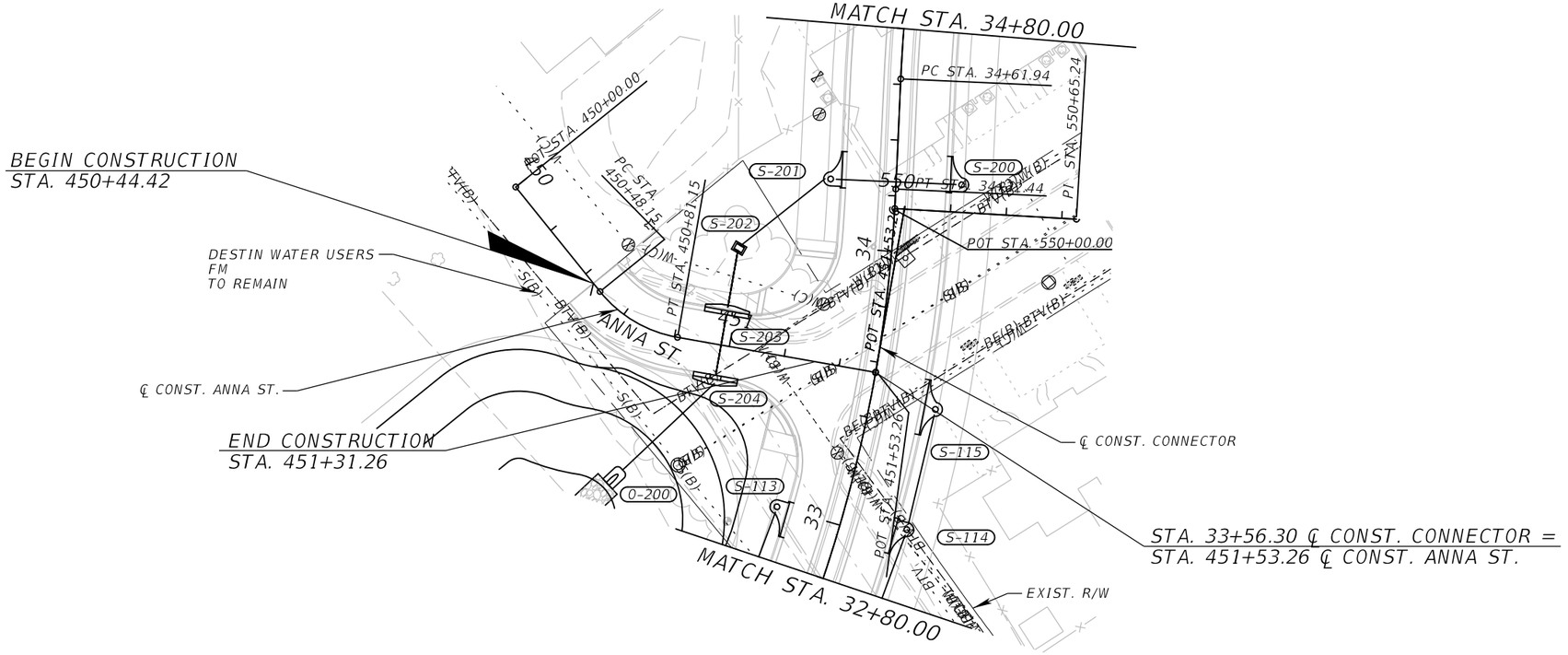
CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

UTILITY ADJUSTMENTS (7)

SHEET NO. 129

EXHIBIT A - ROADWAY PLANS



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

EDWIN J. RAMOS, P.E.
P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

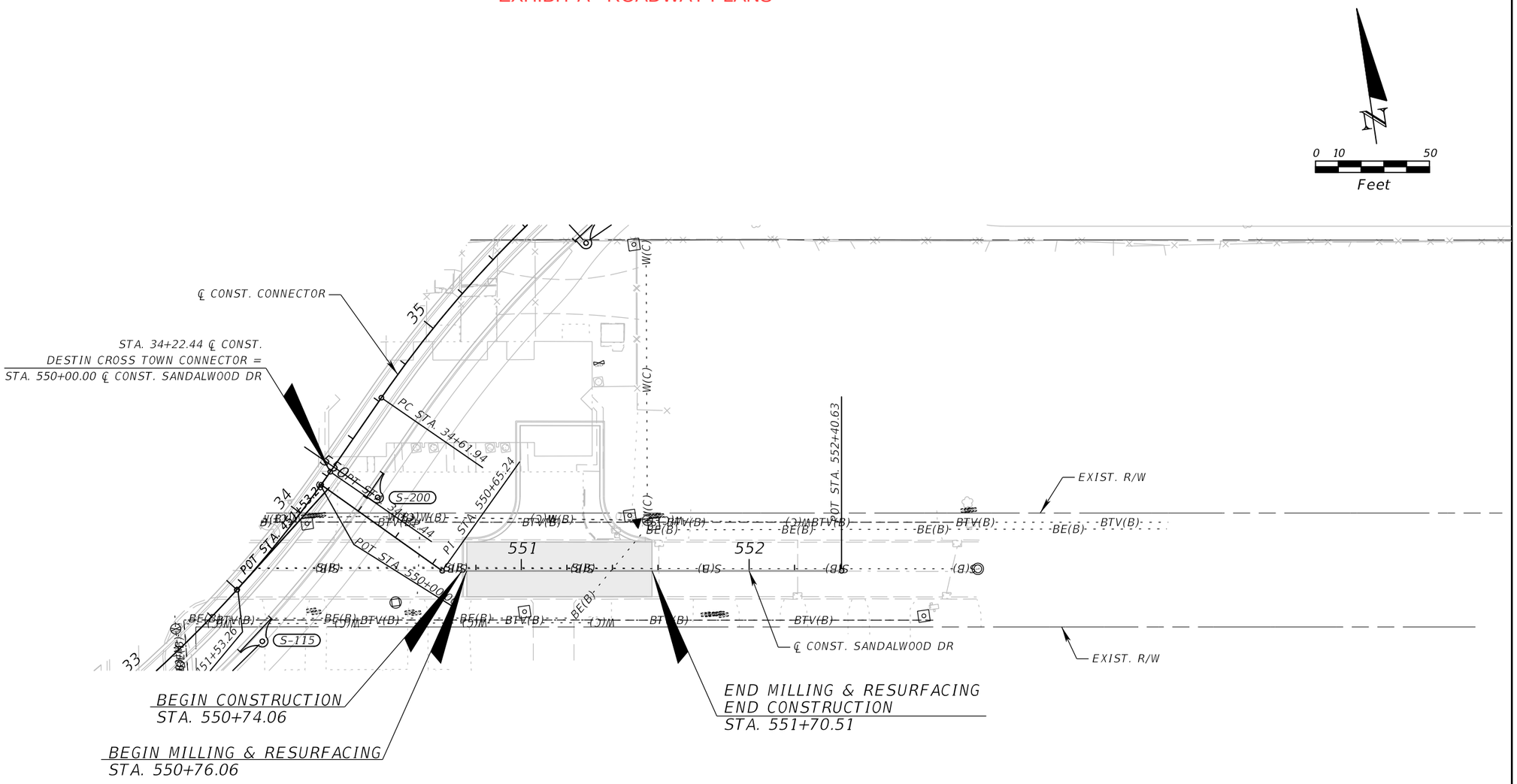
COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

UTILITY ADJUSTMENTS (8)

SHEET NO. 130

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

EXHIBIT A - ROADWAY PLANS



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DATE	DESCRIPTION	DATE	DESCRIPTION

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ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

UTILITY ADJUSTMENTS (9)

SHEET NO. 131

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

PAY ITEM NOTES:

0400-0-11 PAY ITEM FOR CONCRETE CLASS NS, GRAVITY WALL INDEX 400-011 TO INCLUDE COST OF FOR CONSTRUCTING GRAVITY WALL CONCRETE GUTTER PER INDEX 430-001.

INDEX OF SUMMARY OF QUANTITIES

SHEET NO.	SHEET DESCRIPTION
SQ-1	PAY ITEM NOTES
	SUMMARY OF LUMP SUM ITEMS
	SUMMARY OF TEMPORARY TRAFFIC CONTROL PLAN ITEMS
SQ-2	SUMMARY OF TEMPORARY TRAFFIC CONTROL PLAN ITEMS
SQ-3	SUMMARY OF SPECIAL DETOURS
	SUMMARY OF TEMPORARY CRASH CUSHIONS
SQ-4	SUMMARY OF EROSION AND SEDIMENT CONTROL DEVICES
SQ-5	SUMMARY OF SIDE DRAIN & MITERED END SECTIONS
	SUMMARY OF MISCELLANEOUS DRAINAGE ITEMS
SQ-6 - SQ-7	SUMMARY OF LITTER REMOVAL AND MOWING
SQ-8 - SQ-9	SUMMARY OF CLEARING AND GRUBBING & REMOVAL ITEMS
SQ-10	SUMMARY OF CLEARING AND GRUBBING & REMOVAL ITEMS
	SUMMARY OF MAILBOXES
	SUMMARY OF EARTHWORK
SQ-11	SUMMARY OF PAVEMENT
SQ-12	SUMMARY OF PAVEMENT
	SUMMARY OF WALLS
	SUMMARY OF RAILING
SQ-13 - SQ-15	SUMMARY OF CURB & GUTTER AND/OR TRAFFIC SEPARATORS
SQ-16 - SQ-17	SUMMARY OF SIDEWALK & DETECTABLE WARNINGS

SUMMARY OF LUMP SUM ITEMS

PAY ITEM NO.	PAY ITEM DESCRIPTION	QUANTITY P	QUANTITY F	DESIGN NOTES	CONSTRUCTION REMARKS
101-1	MOBILIZATION	1			

SUMMARY OF TEMPORARY TRAFFIC CONTROL PLAN ITEMS

PAY ITEM NO.	PAY ITEM DESCRIPTION	UNIT	PHASE IA DURATION DAYS	PHASE IA QUANTITY P	PHASE IA TOTAL P	PHASE IB DURATION DAYS	PHASE IB QUANTITY P	PHASE IB TOTAL P	TOTAL P	TOTAL F	DESIGN NOTES	CONSTRUCTION REMARKS
102-1	MAINTENANCE OF TRAFFIC	LS	60	1	60	95	1	95	155		435 TOTAL DA, INCLUDES 14 DA	
102-60	WORK ZONE SIGN	ED	60	20	1200	95	33	3135	4335			
102-60	WORK ZONE SIGNS DETOUR FOR PHASE	ED				95	29	2755	2755			
102-71-13	TEMPORARY BARRIER, F&I, LOW PROFILE, CONCRETE	LF					412	412	412			
102-71-15	TEMPORARY BARRIER, F&I, ANCHORED	LF										
102-74-1	CHANNELIZING DEVICE-TYPES I,II,DI,VP ,DRUM, OR LCD	ED	60	113	6780	95	155	14725	21505			
102-99	PORTABLE CHANGEABLE MESSAGE SIGN, TEMPORARY	ED	14	4	56				56		14 DAYS ADVANCE OF PROJ.	
102-99	PCMS DETOUR FOR PHASE	ED				95	3	285	285			
102-115	TYPE III BARRICADE	ED					16	16	16			
710-11-101	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 6"	GM		0.415	0.415		0.622	0.622	1.037			
710-11-125	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, FOR STOP LINE OR CROSSWALK, 24"	LF					18	18	18			
710-11-201	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID, 6"	GM		0.552	0.552		0.682	0.682	1.234			

REVISIONS

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CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

SUMMARY OF QUANTITIES

SHEET NO. 132

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SUMMARY OF TEMPORARY TRAFFIC CONTROL PLAN ITEMS

PAY ITEM NO.	PAY ITEM DESCRIPTION	UNIT	PHASE IC			PHASE II			TOTAL		DESIGN NOTES	CONSTRUCTION REMARKS
			DURATION	QUANTITY	TOTAL	DURATION	QUANTITY	TOTAL				
			DAYS	P	P	DAYS	P	P	P	F		
102-1	MAINTENANCE OF TRAFFIC	LS	100	1	100	90	1	90	190		435 TOTAL DAYS	
102-60	WORK ZONE SIGN	ED	100	44	4400	90	36	3240	7640			
102-60	WORK ZONE SIGNS DETOUR FOR PHASE	ED	100	36	3600	90	37	3330	6930			
102-71-13	TEMPORARY BARRIER, F&I, LOW PROFILE, CONCRETE	LF		776	776				776			
102-71-15	TEMPORARY BARRIER, F&I, ANCHORED	LF					368	368	368			
102-74-1	CHANNELIZING DEVICE-TYPES I,II,DI,VP ,DRUM, OR LCD	ED	100	135	13500	90	50	4500	18000			
102-99	PORTABLE CHANGEABLE MESSAGE SIGN, TEMPORARY	ED										
102-99	PCMS DETOUR FOR PHASE	ED	100	4	400	90	5	450	850			
102-115	TYPE III BARRICADE	ED	100	23	2300	90	12	1080	3380			
710-11-101	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 6"	GM		0.432	0.432		0.371	0	0.803			
710-11-125	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, FOR STOP LINE OR CROSSWALK, 24"	LF		10	10		28	28	38			
710-11-201	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID, 6"	GM		0.407	0.407		0.376	0	0.783			

SUMMARY OF TEMPORARY TRAFFIC CONTROL PLAN ITEMS

PAY ITEM NO.	PAY ITEM DESCRIPTION	UNIT	PHASE III			TOTAL		GRAND TOTAL		DESIGN NOTES	CONSTRUCTION REMARKS
			DURATION	QUANTITY	TOTAL						
			DAYS	P	P	P	F	P	F		
102-1	MAINTENANCE OF TRAFFIC	LS	90	1	90	90		435		435 TOTAL DAYS	
102-60	WORK ZONE SIGN	ED	90	27	2430	2430		14405			
102-60	WORK ZONE SIGNS DETOUR FOR PHASE	ED	90	30	2700	2700		12385			
102-71-13	TEMPORARY BARRIER, F&I, LOW PROFILE, CONCRETE	LF						1188			
102-71-15	TEMPORARY BARRIER, F&I, ANCHORED	LF						368			
102-74-1	CHANNELIZING DEVICE-TYPES I,II,DI,VP ,DRUM, OR LCD	ED	90	44	3960	3960		43465			
102-99	PORTABLE CHANGEABLE MESSAGE SIGN, TEMPORARY	ED						56			
102-99	PCMS DETOUR FOR PHASE	ED	90	5	450	450		1585			
102-115	TYPE III BARRICADE	ED	90	2	180	180		3576			
710-11-101	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 6"	GM		0.429	0.429	0.429		2.269			
710-11-125	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, FOR STOP LINE OR CROSSWALK, 24"	LF						56			
710-11-201	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID, 6"	GM		0.412	0.412	0.412		2.429			

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ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

SUMMARY OF QUANTITIES

SHEET NO. 133

SUMMARY OF SPECIAL DETOURS

TTC PHASE	LOCATION	SIDE	AREA ID	LENGTH	WIDTH	UNITS	SPECIAL DETOUR TEMPORARY PAVEMENT 0102 2200			SPECIAL DETOUR TEMPORARY EARTHWORK/BASE 0102 2300			PEDESTRIAN SPECIAL DETOUR 0102 4			DESIGN NOTES	CONSTRUCTION REMARKS
	STA. TO STA.						P	SY	F	P	CY	F	P	SY	F		
IA	151+60.00 TO 155+20.00	LT	14391			SY	366	2914		10	44						
	155+50.00 TO 158+30.00	LT	14394			SY	305			8							
IA	153+25.00 TO 155+18.00	LT	15547			SY							137	350			
	155+50.00 TO 158+85.00	LT	15549			SY							213				
IB	26+40.00 TO 29+60.00	LT	16947			SY	664			7							
	450+40.00 TO 451+40.00	RT	16948			SY	157			2							
	33+00.00 TO 34+50.00	LT/RT	16954			SY	143			2							
	252+10.00 TO 257+16.00	LT	17046			SY	311			3							
IC	31+20.00 TO 31+10.00	LT/RT	18985			SY	240			3							
	352+00.00 TO 353+00.00	RT	19319			SY	61			1							
II	33+50.00 TO 33+80.00	LT/RT	20799			SY	63			1							
	253+20.00 TO 254+30.00	LT/RT	21979			SY	336			4							
	255+50.00 TO 257+25.00	LT/RT	21980			SY	268			3							

SUMMARY OF TEMPORARY CRASH CUSHIONS

TTC PHASE	STATION	OFFSET (FT)	SIDE	WORK ZONE SPEED (MPH)	TEST LEVEL (TL-2 OR TL-3)	WIDTH OF HAZARD (IN)	LENGTH RESTRICTION (FT)	TEMPORARY CRASH CUSHION 0102 89 1		DESIGN NOTES	CONSTRUCTION REMARKS
								P	F		
II	153+25	11.00	LT	30	TL-2	WORK ZONE	368.00	1			
II	157+09	11.00	LT	30	TL-2	WORK ZONE	368.00	1			
							SUB-TOTAL:	2			
							TOTAL:	2			

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

EDWIN J. RAMOS, P.E.
P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

SUMMARY OF QUANTITIES

SHEET NO. 134

SUMMARY OF EROSION AND SEDIMENT CONTROL DEVICES

LOCATION	SIDE	SEDIMENT BARRIER 0104 10 3		INLET PROTECTION SYSTEM 0104 18		DESIGN NOTES	CONSTRUCTION REMARKS
STA. TO STA.		LF		EA			
		P	F	P	F		
26+12.39 to 26+91.26	LT	78.9					
26+17.15 to 26+49.16	RT	56.7					
26+61.15 to 27+60.69	RT	99.5					
27+16.73 to 27+32.60	LT	15.9					
27+42.49 to 27+75.37	LT	32.9					
27+85.50 to 28+03.62	LT	18.1					
27+88.70 to 28+83.17	RT	95.4					
28+29.65 to 29+05.27	LT	72.7					
29+19.19 to 29+45.53	LT	49.7					
29+28.20 to 29+55.58	RT	51.2					
29+28.59 to 29+75.71	LT	115.7					
29+55.99 to 29+78.22	RT	62.7					
32+28.85 to 32+41.32	RT	32.7					
30+21.82 to 32+60.70	LT	247.1					
32+33.37 to 34+21.99	RT	371.2					
33+26.01 to 33+45.27	RT	40.6					
33+90.80 to 45+97.50	LT	1434.6					
34+32.04 to 34+41.42	RT	16.5					
34+61.76 to 34+79.66	RT	20.3					
34+87.84 to 44+73.32	RT	1091.4					
44+98.39 to 45+05.01	RT	10.7					
45+62.11 to 47+44.50	RT	255.4					
46+06.68 to 46+27.67	LT	77.3					
46+38.11 to 46+48.12	LT	15.2					
46+54.57 to 46+55.13	LT	5.7					
46+54.57 to 47+02.42	LT	212.4					
47+21.42 to 48+39.31	LT	125.7					
48+37.76 to 48+84.78	RT	47.0					
48+64.86 to 49+05.50	RT	40.6					
29+20.28	RT			1		EX-1	
47+42.00	RT			1		EX-2	
47+53.53	LT			1		EX-3	
48+44.24	LT			1		EX-5	
48+52.80	RT			1		EX-4	
551+60.42	LT			1		SANDALWOOD DR, EX-6	
552+21.30	RT			1		SANDALWOOD DR, EX-7	
552+81.14	RT			1		SANDALWOOD DR, EX-9	
552+93.89	LT			1		SANDALWOOD DR, EX-8	
SUB-TOTAL:		4793.8		9			
TOTAL:		4794		9			

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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

NIKKI E. ROWE, P.E.
P.E. LICENSE NUMBER 87498
ATKINS NORTH AMERICA, INC.
482 W. KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

SUMMARY OF QUANTITIES

SHEET NO. 135

SUMMARY OF SIDE DRAIN & MITERED END SECTIONS

LOCATION STA. TO STA.	SIDE	PIPE LENGTH - LF ROUND 18" P	PIPE LENGTH - LF ROUND 18" F	PIPE LENGTH - LF ROUND 24" P	PIPE LENGTH - LF ROUND 24" F	MES - EA ROUND 18" P	MES - EA ROUND 18" F	MES - EA ROUND 24" P	MES - EA ROUND 24" F	DESIGN NOTES	CONSTRUCTION REMARKS
32+29.69 to 32+29.69	LT			40.7				1		O-100	
450+73.02 to 450+73.02	RT	48.9				1				O-200, ANNA	
SUB-TOTAL:		48.9		40.7		1		1			
TOTAL:		49		41		1		1			

SUMMARY OF MISCELLANEOUS DRAINAGE ITEMS

PAY ITEM NO.	PAY ITEM DESCRIPTION	LOCATION STA. TO STA.	SIDE	UNIT	QUANTITY P	QUANTITY F	TOTAL P	TOTAL F	DESIGN NOTES	CONSTRUCTION REMARKS
0530-3-4	RIPRAP, RUBBLE F&I, DITCH LINING	32+24.65 to 32+38.43	LT	TN	12.0		50.9			
		32+66.36 to 32+88.38	LT		12.0					
		351+40.40 to 351+49.44	LT		7.3				SANDALWOOD CT	
		352+03.09 to 352+10.67	LT		2.6				SANDALWOOD CT	
		352+00.00 to 352+33.41	RT		17.0				SANDALWOOD CT	
0530-74	BEDDING STONE	32+24.65 to 32+38.43	LT	TN	4.3		18.3			
		32+66.36 to 32+88.38	LT		4.3					
		351+40.40 to 351+49.44	LT		2.6				SANDALWOOD CT	
		352+03.09 to 352+10.67	LT		0.9				SANDALWOOD CT	
		352+00.00 to 352+33.41	RT		6.1				SANDALWOOD CT	

REVISIONS DATE	DESCRIPTION	DATE	DESCRIPTION

NIKKI E. ROWE, P.E.
P.E. LICENSE NUMBER 87498
ATKINS NORTH AMERICA, INC.
482 W. KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

SUMMARY OF QUANTITIES

SHEET NO. 136

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

EXHIBIT A - ROADWAY PLANS

SUMMARY OF LITTER REMOVAL AND MOWING

CONST. PHASE	LOCATION STA. TO STA.	SIDE	DURATION (DAYS)	FREQUENCY (DAYS)	LITTER REMOVAL 0107 1 AREA ID	L	W	CYCLES	AREA AC/CYCLE	AREA TOTAL (AC) P	AREA TOTAL (AC) F	MOWING 0107 2 AREA ID	L	W	CYCLES	AREA AC/CYCLE	AREA TOTAL (AC) P	AREA TOTAL (AC) F	DESIGN NOTES	CONSTRUCTION REMARKS
IA	151+60.00 TO 155+20.00	LT	60	30		360.0	37.0	2	0.306	0.612					2				BENNING_CL	
	155+60.00 TO 158+70.00	RT	60	30		310.0	38.0	2	0.270	0.541					2				BENNING_CL	
IB	26+15.00 TO 29+70.00	RT	95	30		355.0	39.0	3	0.318	0.954					3				DESTIN_CL	
	26+15.00 TO 29+70.00	LT	95	30		355.0	32.0	3	0.261	0.782					3				DESTIN_CL	
	153+95.00 TO 158+30.00	RT	95	30		435.0	33.0	3	0.330	0.989					3				BENNING_CL	
	155+60.00 TO 158+70.00	LT	95	30		310.0	38.0	3	0.270	0.811					3				BENNING_CL	
	30+47.55 TO 45+53.89	LT	95	30		1506.3	85.0	3	2.939	8.818					3				DESTIN_CL	
	30+47.55 TO 45+53.89	RT	95	30		1506.3	100.0	3	3.458	10.374					3				DESTIN_CL	
	252+12.57 TO 257+21.51	LT	95	30		508.9	19.0	3	0.222	0.666					3				BEACH_BL	
	252+12.57 TO 257+21.51	RT	95	30		508.9	19.5	3	0.228	0.683					3				BEACH_BL	
IC	26+15.00 TO 29+70.00	RT	100	30		355.0	39.0	3	0.318	0.954					3				DESTIN_CL	
	26+15.00 TO 29+70.00	LT	100	30		355.0	32.0	3	0.261	0.782					3				DESTIN_CL	
	153+95.00 TO 158+30.00	RT	100	30		435.0	33.0	3	0.330	0.989					3				BENNING_CL	
	155+60.00 TO 158+70.00	LT	100	30		310.0	38.0	3	0.270	0.811					3				BENNING_CL	
	30+47.55 TO 45+53.89	LT	100	30		1506.3	85.0	3	2.939	8.818					3				DESTIN_CL	
	30+47.55 TO 45+53.89	RT	100	30		1506.3	100.0	3	3.458	10.374					3				DESTIN_CL	
	252+12.57 TO 257+21.51	LT	100	30		508.9	19.0	3	0.222	0.666					3				BEACH_BL	
	252+12.57 TO 257+21.51	RT	100	30		508.9	19.5	3	0.228	0.683					3				BEACH_BL	
	46+60.00 TO 48+70.00	RT	100	30		210.0	20.0	3	0.096	0.289					3				DESTIN_CL	
	46+60.00 TO 48+70.00	LT	100	30		210.0	24.0	3	0.116	0.347					3				DESTIN_CL	
II	26+15.00 TO 29+70.00	RT	90	30		355.0	39.0	3	0.318	0.954					3				DESTIN_CL	
	26+15.00 TO 29+70.00	LT	90	30		355.0	32.0	3	0.261	0.782					3				DESTIN_CL	
	153+95.00 TO 158+30.00	RT	90	30		435.0	33.0	3	0.330	0.989					3				BENNING_CL	
	155+60.00 TO 158+70.00	LT	90	30		310.0	38.0	3	0.270	0.811					3				BENNING_CL	
	30+47.55 TO 45+53.89	LT	90	30		1506.3	85.0	3	2.939	8.818					3				DESTIN_CL	
	30+47.55 TO 45+53.89	RT	90	30		1506.3	100.0	3	3.458	10.374					3				DESTIN_CL	
	30+35.04 TO 44+88.73	LT/RT	90	30		1453.7	9.0	3	0.300	0.901					3				DESTIN_CL	
	252+12.57 TO 257+21.51	LT	90	30		508.9	19.0	3	0.222	0.666					3				BEACH_BL	
	252+12.57 TO 257+21.51	RT	90	30		508.9	19.5	3	0.228	0.683					3				BEACH_BL	
	46+60.00 TO 48+70.00	RT	90	30		210.0	20.0	3	0.096	0.289					3				DESTIN_CL	
	46+60.00 TO 48+70.00	LT	90	30		210.0	24.0	3	0.116	0.347					3				DESTIN_CL	
III	153+95.00 TO 158+30.00	RT	90	30		435.0	33.0	3	0.330	0.989					3				BENNING_CL	
	155+60.00 TO 158+70.00	LT	90	30		310.0	38.0	3	0.270	0.811					3				BENNING_CL	
	252+12.57 TO 257+21.51	LT	90	30		508.9	19.0	3	0.222	0.666					3				BEACH_BL	
	252+12.57 TO 257+21.51	RT	90	30		508.9	19.5	3	0.228	0.683					3				BEACH_BL	
IA	151+60.00 TO 155+20.00	LT	60	30									360.0	37.0	2	0.306	0.612		BENNING_CL	
	155+60.00 TO 158+70.00	RT	60	30									310.0	38.0	2	0.270	0.541		BENNING_CL	
IB	26+15.00 TO 29+70.00	RT	95	30									355.0	39.0	3	0.318	0.954		DESTIN_CL	
	26+15.00 TO 29+70.00	LT	95	30									355.0	32.0	3	0.261	0.782		DESTIN_CL	
	153+95.00 TO 158+30.00	RT	95	30									435.0	33.0	3	0.330	0.989		BENNING_CL	
	155+60.00 TO 158+70.00	LT	95	30									310.0	38.0	3	0.270	0.811		BENNING_CL	
	252+12.57 TO 257+21.51	LT	95	30									508.9	19.0	3	0.222	0.666		BEACH_BL	
	252+12.57 TO 257+21.51	RT	95	30									508.9	19.5	3	0.228	0.683		BEACH_BL	
IC	26+15.00 TO 29+70.00	RT	100	30									355.0	39.0	3	0.318	0.954		DESTIN_CL	
	26+15.00 TO 29+70.00	LT	100	30									355.0	32.0	3	0.261	0.782		DESTIN_CL	
	153+95.00 TO 158+30.00	RT	100	30									435.0	33.0	3	0.330	0.989		BENNING_CL	
	155+60.00 TO 158+70.00	LT	100	30									310.0	38.0	3	0.270	0.811		BENNING_CL	
									SUB-TOTAL:	78.708						SUB-TOTAL:	9.574			
									TOTAL:	78.71						TOTAL:	39.69			

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

EDWIN J. RAMOS, P.E.
P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

SUMMARY OF QUANTITIES

SHEET NO. 137

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

SUMMARY OF LITTER REMOVAL AND MOWING

CONST. PHASE	LOCATION STA. TO STA.	SIDE	DURATION (DAYS)	FREQUENCY (DAYS)	LITTER REMOVAL 0107 1							MOWING 0107 2						DESIGN NOTES	CONSTRUCTION REMARKS
					AREA ID	L	W	CYCLES	AREA AC/CYCLE	TOTAL (AC) P	TOTAL (AC) F	AREA ID	L	W	CYCLES	AREA AC/CYCLE	TOTAL (AC) P	TOTAL (AC) F		
IC	252+12.57 TO 257+21.51	LT	100	30									508.9	19.0	3	0.222	0.666		BEACH_BL	
	252+12.57 TO 257+21.51	RT	100	30									508.9	19.5	3	0.228	0.683		BEACH_BL	
II	26+15.00 TO 29+70.00	RT	90	30									355.0	39.0	3	0.318	0.954		DESTIN_CL	
	26+15.00 TO 29+70.00	LT	90	30									355.0	32.0	3	0.261	0.782		DESTIN_CL	
	153+95.00 TO 158+30.00	RT	90	30									435.0	33.0	3	0.330	0.989		BENNING_CL	
	155+60.00 TO 158+70.00	LT	90	30									310.0	38.0	3	0.270	0.811		BENNING_CL	
	30+47.55 TO 45+53.89	LT	90	30									1506.3	85.0	3	2.939	8.818		DESTIN_CL	
	30+47.55 TO 45+53.89	RT	90	30									1506.3	100.0	3	3.458	10.374		DESTIN_CL	
	30+35.04 TO 44+88.73	LT/RT	90	30									1453.7	9.0	3	0.300	0.901		DESTIN_CL	
	252+12.57 TO 257+21.51	LT	90	30									508.9	19.0	3	0.222	0.666		BEACH_BL	
	252+12.57 TO 257+21.51	RT	90	30									508.9	19.5	3	0.228	0.683		BEACH_BL	
	46+60.00 TO 48+70.00	RT	90	30									210.0	20.0	3	0.096	0.289		DESTIN_CL	
	46+60.00 TO 48+70.00	LT	90	30									210.0	24.0	3	0.116	0.347		DESTIN_CL	
III	153+95.00 TO 158+30.00	RT	90	30									435.0	33.0	3	0.330	0.989		BENNING_CL	
	155+60.00 TO 158+70.00	LT	90	30									310.0	38.0	3	0.270	0.811		BENNING_CL	
	252+12.57 TO 257+21.51	LT	90	30									508.9	19.0	3	0.222	0.666		BEACH_BL	
	252+12.57 TO 257+21.51	RT	90	30									508.9	19.5	3	0.228	0.683		BEACH_BL	
									SUB-TOTAL:							SUB-TOTAL:	30.11			

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REVISIONS DATE	DESCRIPTION	DATE	DESCRIPTION

EDWIN J. RAMOS, P.E.
P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

SUMMARY OF QUANTITIES

SHEET NO. 138

EXHIBIT A - ROADWAY PLANS

SUMMARY OF CLEARING AND GRUBBING & REMOVAL ITEMS

PAY ITEM NO.	PAY ITEM DESCRIPTION	LOCATION	SIDE	AREA ID	UNITS	SECONDARY UNITS (IF LUMP SUM)	QUANTITY		TOTAL		DESIGN NOTES	CONSTRUCTION REMARKS
		STA. TO STA.				AREA (AC)	P	F	P	F		
110 1 1	CLEARING & GRUBBING	26+17.84 TO 27+03.85	LT	7681	LS	0.017			1		TOTAL AREA = 10.22 AC	
		26+36.00 TO 30+15.91	LT/RT	7642		0.276						
		27+45.48 TO 28+05.19	RT	7676		0.024						
		27+15.97 TO 27+32.52	LT	7680		0.004						
		27+42.52 TO 27+75.68	LT	7682		0.007						
		27+85.47 TO 28+03.69	LT	7683		0.004						
		28+13.81 TO 29+17.13	LT	7684		0.020						
		27+87.94 TO 28+84.13	RT	7685		0.006						
		28+63.23 TO 29+26.22	RT	7677		0.025						
		29+10.81 TO 29+74.46	RT	7688		0.035						
		29+18.41 TO 29+80.48	LT	7686		0.046						
		29+38.80 TO 29+79.99	LT	7687		0.009						
		29+75.91 TO 30+22.62	LT	7565		0.080						
		29+54.02 TO 29+84.02	RT	7691		0.039						
		29+53.88 TO 29+68.75	RT	7689		0.003						
		29+71.63 TO 29+82.69	RT	7690		0.005						
		29+82.57 TO 30+22.92	RT	7556		0.075						
		30+12.31 TO 30+26.50	RT	7692		0.026						
		30+17.42 TO 30+90.59	LT/RT	7780		0.157						
		30+15.65 TO 30+32.02	LT/RT	7693		0.003						
		30+39.87 TO 33+71.24	LT/RT	7662		1.580						
		31+88.81 TO 32+30.48	RT	7665		0.024						
		32+09.05 TO 32+40.36	RT	7666		0.020						
		32+29.69 TO 33+00.22	RT	7781		0.046						
		32+00.97 TO 32+83.16	RT	7667		0.093						
		32+56.27 TO 34+30.00	LT/RT	7809		0.174						
		32+41.93 TO 33+62.08	LT/RT	7808		0.073						
		32+84.44 TO 34+10.98	LT/RT	12663		0.050						
		33+62.17 TO 34+72.49	LT/RT	7830		0.085						
		33+82.39 TO 35+94.43	LT/RT	7848		0.457						
		34+11.82 TO 34+82.79	RT	7782		0.046						
		34+65.16 TO 34+82.00	RT	7864		0.004						
		35+01.11 TO 45+31.44	LT/RT	7663		5.037						
		44+04.20 TO 45+99.67	LT/RT	7673		0.276						
		44+69.04 TO 44+95.30	RT	8025		0.016						
		44+77.26 TO 44+99.68	RT	8018		0.011						
		44+85.47 TO 48+36.00	LT/RT	8049		0.451						
		45+09.07 TO 45+29.99	RT	7883		0.007						
		44+96.83 TO 45+24.87	RT	7877		0.013						
		45+26.39 TO 45+74.59	LT/RT	7934		0.004						
		45+37.71 TO 46+14.30	LT/RT	7925		0.057						
		46+09.33 TO 46+47.08	LT	8003		0.039						
		46+35.81 TO 46+72.08	LT	7969		0.024						
		46+42.77 TO 47+02.79	LT	7977		0.036						
		46+44.90 TO 46+99.70	LT	7919		0.005						
		46+34.76 TO 46+68.83	LT	7903		0.002						
		46+02.91 TO 46+22.19	LT/RT	7896		0.004						
		45+59.81 TO 47+55.79	LT/RT	7675		0.024						
		45+76.22 TO 47+46.54	LT/RT	7674		0.323						
		45+49.20 TO 46+04.84	RT	7890		0.023						
		45+08.77 TO 45+64.48	RT	8041		0.022						
		44+99.18 TO 45+13.91	RT	8032		0.007						

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REVISIONS

DATE	DESCRIPTION	DATE	DESCRIPTION

EDWIN J. RAMOS, P.E.
P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

SUMMARY OF QUANTITIES

SHEET NO. 139

SUMMARY OF CLEARING AND GRUBBING & REMOVAL ITEMS

PAY ITEM NO.	PAY ITEM DESCRIPTION	LOCATION	SIDE	AREA ID	UNITS	SECONDARY UNITS (IF LUMP SUM)	QUANTITY		TOTAL		DESIGN NOTES	CONSTRUCTION REMARKS
		STA. TO STA.				AREA (AC)	P	F	P	F		
110 1 1	CLEARING & GRUBBING	47+19.58 TO 48+37.67	LT	7992	LS	0.012						
		47+21.19 TO 48+37.57	LT	7986		0.008						
		48+37.71 TO 48+45.41	RT	7957		0.001						
		48+37.27 TO 48+47.14	RT	7962		0.001						
		32+11.83 TO 32+54.99	RT	7668		0.019						
		32+73.23 TO 34+05.64	LT/RT	7664		0.278						
		46+88.03 TO 47+56.37	RT	7909		0.007						
0110 4 10	REMOVAL OF EXISTING CONCRETE	26+41.78 TO 26+76.81	RT	4191	SY		57.5		2400		DRIVEWAY	
		27+02.86 TO 27+16.70	LT	4190			26.6				DRIVEWAY	
		27+32.00 TO 27+44.03	LT	4173			22.4				DRIVEWAY	
		27+75.35 TO 27+86.02	LT	4179			23.5				DRIVEWAY	
		28+03.64 TO 28+14.15	LT	4185			24.0				DRIVEWAY	
		29+04.43 TO 29+28.55	LT	4197			37.5				DRIVEWAY	
		29+38.80 TO 29+80.33	LT	4290			49.1				DRIVEWAY	
		44+75.72 TO 45+16.05	RT	4332			122.4				DRIVEWAY	
		45+12.51 TO 45+44.93	RT	4457			71.4				DRIVEWAY	
		45+97.65 TO 46+23.05	LT	4510			60.1				DRIVEWAY	
		46+94.38 TO 47+23.22	LT	4301			38.5				DRIVEWAY	
		47+51.87 TO 48+42.18	RT	4310			159.7				DRIVEWAY	
		46+65.41 TO 46+93.62	LT/RT	4540			28.8				DRIVEWAY	
		45+93.28 TO 46+14.93	RT	4532			28.1				DRIVEWAY	
		45+05.58 TO 45+58.83	RT	4526			171.8				DRIVEWAY	
		26+17.01 TO 29+80.65	LT	4995			60.2				CURB & GUTTER	
		26+36.15 TO 27+62.69	RT	4629			26.8				CURB & GUTTER	
		27+86.46 TO 28+84.96	RT	4641			19.1				CURB & GUTTER	
		29+11.08 TO 29+26.47	RT	4652			3.8				CURB & GUTTER	
		29+53.96 TO 29+82.73	RT	4706			6.1				CURB & GUTTER	
		30+22.32 TO 30+30.09	LT	5044			0.7				CURB & GUTTER	
		30+16.68 TO 30+32.55	LT/RT	5054			11.4				CURB & GUTTER	
		30+20.48 TO 30+27.05	RT	5094			9.2				CURB & GUTTER	
		31+81.06 TO 32+33.73	RT	5128			21.1				CURB & GUTTER	
		32+28.87 TO 32+43.64	RT	5118			10.4				CURB & GUTTER	
		32+42.94 TO 34+11.82	LT/RT	5140			34.4				CURB & GUTTER	
		32+26.47 TO 33+59.38	LT/RT	5155			30.2				CURB & GUTTER	
		33+61.20 TO 34+83.65	LT/RT	5169			29.8				CURB & GUTTER	
		34+64.66 TO 34+83.61	RT	5260			2.0				CURB & GUTTER	
		44+84.51 TO 46+48.16	LT/RT	5185			84.6				CURB & GUTTER	
		45+00.65 TO 45+04.54	RT	5205			2.0				CURB & GUTTER	
		45+04.38 TO 46+03.95	RT	5199			44.8				CURB & GUTTER	
		46+34.10 TO 48+37.54	LT	5232			55.7				CURB & GUTTER	
		46+35.73 TO 46+65.41	LT	5224			21.4				CURB & GUTTER	
		46+02.60 TO 48+47.14	LT/RT	5211			55.2				CURB & GUTTER	
		47+19.58 TO 48+37.57	LT	4594			108.5				SIDEWALK	
		48+37.27 TO 48+45.41	RT	4587			7.0				SIDEWALK	
		46+85.72 TO 47+56.37	RT	4569			59.6				SIDEWALK	
		46+10.68 TO 46+68.83	LT/RT	4562			52.2				SIDEWALK	
		46+37.34 TO 47+01.96	LT	4599			149.8				SIDEWALK	
		45+54.12 TO 46+09.87	RT	4555			56.9				SIDEWALK	
		45+05.81 TO 45+17.28	RT	4404			16.5				SIDEWALK	
		44+74.17 TO 44+97.65	RT	4410			45.2				SIDEWALK	
		45+04.44 TO 45+27.43	RT	4417			30.9				SIDEWALK	

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REVISIONS

DATE	DESCRIPTION	DATE	DESCRIPTION

EDWIN J. RAMOS, P.E.
P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

SUMMARY OF QUANTITIES

SHEET NO. 140

EXHIBIT A - ROADWAY PLANS

SUMMARY OF CLEARING AND GRUBBING & REMOVAL ITEMS

PAY ITEM NO.	PAY ITEM DESCRIPTION	LOCATION	SIDE	AREA ID	UNITS	SECONDARY UNITS (IF LUMP SUM)	QUANTITY		TOTAL		DESIGN NOTES	CONSTRUCTION REMARKS
		STA. TO STA.				AREA (AC)	P	F	P	F		
0110 4 10	REMOVAL OF EXISTING CONCRETE	45+33.02 TO 46+02.04	LT/RT	4427	SY		87.8				SIDEWALK	
		46+06.56 TO 46+30.51	LT	4435			32.4				SIDEWALK	
		34+88.51 TO 35+23.90	RT	4610			13.2				SIDEWALK	
		34+71.19 TO 34+91.68	RT	4620			7.0				SIDEWALK	
		33+65.44 TO 34+05.94	LT	4394			65.5				SIDEWALK	
		30+09.32 TO 30+28.32	LT/RT	4381			131.9				SIDEWALK	
		29+36.05 TO 29+79.90	RT	4372			56.4				SIDEWALK	
		29+24.03 TO 29+49.17	RT	4344			25.3				SIDEWALK	
		29+55.46 TO 29+82.27	RT	5106			3.8				CURB & GUTTER	

SUMMARY OF MAILBOXES

STATION	SIDE	QUANTITY (EA) 0110 7 1		DESIGN NOTES	CONSTRUCTION REMARKS
		P	F		
27+20.67	LT	1		DESTIN_CL	
27+48.79	LT	1		DESTIN_CL	
27+71.87	LT	1		DESTIN_CL	
28+00.86	LT	1		DESTIN_CL	
29+07.89	LT	1		DESTIN_CL	
47+01.81	LT	1		DESTIN_CL	
156+18.77	LT	1		BENNING_CL	
253+78.70	RT	1		BEACH_BL	
256+24.22	LT	1		BEACH_BL	
450+84.51	LT	1		ANNA_CL	
551+45.68	LT	1		SAWODR_CL	
SUB-TOTAL:		11			
TOTAL:		11			

SUMMARY OF EARTHWORK

PAY ITEM NO.	PAY ITEM DESCRIPTION	CY		DESIGN NOTES	CONSTRUCTION REMARKS
		P	F		
0120 1	REGULAR EXCAVATION	6366.00		DESTIN_CL	
		876.00		BENNING_CL	
		645.00		BEACH_BL	
		97.00		ANNA_CL	
		194.00		SAWOCT_CL	
		119.00		SAWODR_CL	
		1481.00		POND CROSS SECTIONS	
	TOTAL EXCAVATION	9778.00			
0120 6	EMBANKMENT	4118.00		DESTIN_CL	
		252.00		BENNING_CL	
		283.00		BEACH_BL	
		33.00		ANNA_CL	
		565.00		SAWOCT_CL	
		3.00		SAWODR_CL	
		29.00		POND CROSS SECTIONS	
	TOTAL EMBANKMENT	5283.00			

REVISIONS

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EDWIN J. RAMOS, P.E.
P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

SUMMARY OF QUANTITIES

SHEET NO. 141

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

EXHIBIT A - ROADWAY PLANS

SUMMARY OF PAVEMENT

PAY ITEM NO.	PAY ITEM DESCRIPTION	LOCATION		SIDE	AREA ID	LENGTH	WIDTH	UNIT	QUANTITY		TOTAL		DESIGN NOTES	CONSTRUCTION REMARKS
		STA. TO STA.	DESCRIPTION						P	F	P	F		
0160 4	Type B Stabilization	26+16.95 to 29+46.41		LT/RT	15362			SY	995.0		13378			
		27+37.69 to 28+11.69		RT	5892				109.7					
		28+60.84 to 29+30.59		RT	5883				120.3					
		29+46.24 to 30+61.95		LT/RT	15471				539.4					
		29+46.84 to 30+25.50		RT	15655				656.9					
		29+69.25 to 30+32.15		LT	18129				564.2					
		30+61.91 to 45+75.04		LT/RT	18478				3025.7					
		30+61.93 to 45+60.31		LT	17830				2877.7					
		31+94.54 to 31+94.54		RT	18330				710.6					
		33+10.98 to 34+01.62		LT	18413				301.8					
		34+11.65 to 35+18.44		RT	5785				267.6					
		44+84.07 to 46+20.44		RT	17547				798.1					
		45+31.42 to 48+47.14		LT/RT	18428				1705.2					
		45+63.98 to 46+65.85		LT	5811				705.3					
285706	Optional Base, Base Group 06	26+36.00 to 29+96.57		LT/RT	14085			SY	1030.2		10314			
		27+37.69 to 28+11.69		RT	14117				107.3					
		28+60.84 to 29+34.29		RT	14124				119.3					
		29+46.84 to 29+83.03		RT	14231				133.3					
		29+70.34 to 30+31.49		LT	14133				497.1					
		29+74.81 to 30+24.37		RT	14215				461.3					
		29+96.38 to 45+66.62		RT	14151				2187.3					
		29+96.47 to 45+44.99		LT	14187				2141.8					
		31+41.30 to 32+43.31		RT	14242				597.6					
		33+27.06 to 33+85.54		LT	14259				242.0					
		34+33.08 to 35+15.16		RT	14278				217.8					
		44+85.56 to 46+13.93		RT	14367				620.6					
		45+25.26 to 46+55.32		LT/RT	14285				670.6					
		46+29.09 to 46+49.74		RT	14409				3.4					
		45+69.87 to 46+64.24		LT	14294				548.8					
		46+40.71 to 46+47.09		LT	14420				17.3					
		46+54.47 to 47+06.91		LT	14414				9.5					
		46+76.61 to 47+29.39		RT	14404				13.2					
		46+10.67 to 48+36.00		RT	14330				695.6					
0327 70 6	Milling Exist Asph Pavt, 1 1/2" Avg Depth	550+76.05 to 551+57.38		LT/RT	6665			SY	217.0		1601			
		151+40.00 to 153+94.00		LT/RT	10419				854.9					
		157+00.00 to 158+60.00		LT/RT	10520				529.0					
0334 1 12	Superpave Asphaltic Conc, Traffic B	26+36.00 to 29+96.57		LT/RT	13500			TN	84.99		850.9			
		27+37.69 to 28+11.69		RT	13246				8.86					
		28+60.84 to 29+34.29		RT	13253				9.84					
		29+46.84 to 29+83.03		RT	13426				11.00					
		29+70.34 to 30+31.49		LT	13654				41.01					
		29+74.81 to 30+24.37		RT	13672				38.06					
		29+96.38 to 45+66.62		RT	13560				180.45					
		29+96.47 to 45+44.99		LT	13532				176.70					
		31+41.30 to 32+43.31		RT	13688				49.30					
		33+27.06 to 33+85.54		LT	13705				19.97					
		34+33.08 to 35+15.16		RT	13305				17.96					
		44+85.56 to 46+13.93		RT	13733				51.20					
		45+25.26 to 46+38.72		RT	13724				55.32					
		46+29.09 to 46+49.74		RT	13357				0.28					
		45+69.87 to 46+64.24		LT	13770				45.28					
		46+40.71 to 46+47.09		LT	13340				1.43					
		46+54.47 to 47+06.91		LT	13346				0.79					
		46+76.61 to 47+29.39		RT	13352				1.09					
		46+10.67 to 48+36.00		RT	13456				57.39					

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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

EDWIN J. RAMOS, P.E.
P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

SUMMARY OF QUANTITIES

SHEET NO. 142

SUMMARY OF PAVEMENT

PAY ITEM NO.	PAY ITEM DESCRIPTION	LOCATION		SIDE	AREA ID	LENGTH	WIDTH	UNIT	QUANTITY		TOTAL		DESIGN NOTES	CONSTRUCTION REMARKS
		STA. TO STA.	DESCRIPTION						P	F	P	F		
0337 7 81	Asphalt Concrete Friction Course, Traffic B, FC-12.5, PG 76-22 (CONT'D)	26+36.00 to 29+96.57		LT/RT	11241			TN	84.99		983.0			
		27+37.69 to 28+11.69		RT	6231				8.86					
		28+60.84 to 29+34.29		RT	6238				9.84					
		29+46.84 to 29+83.03		RT	10662				11.00					
		29+59.23 to 30+38.79		LT	10588				43.64					
		29+64.27 to 30+07.97		RT	10627				70.53					
		29+70.34 to 30+31.49		LT	12445				41.01					
		29+74.81 to 30+24.37		RT	12268				38.06					
		29+96.38 to 45+66.62		RT	11380				180.45					
		29+96.47 to 45+44.99		LT	11312				176.70					
		31+41.30 to 32+43.31		RT	12229				49.30					
		33+27.06 to 33+85.54		LT	12098				19.97					
		34+12.83 to 34+82.80		RT	6404				17.92					
		34+33.08 to 35+15.16		RT	6203				17.96					
		44+85.56 to 46+13.93		RT	11853				51.20					
		45+25.26 to 46+38.72		RT	11893				55.32					
		46+29.09 to 46+49.74		RT	7231				0.28					
		45+69.87 to 46+64.24		LT	12007				45.28					
		46+40.71 to 46+47.09		LT	7278				1.43					
		46+54.47 to 47+06.91		LT	7208				0.79					
		46+76.61 to 47+29.39		RT	7193				1.09					
		46+10.67 to 48+36.00		RT	10891				57.39					
0350 30 13	CONCRETE PAVEMENT FOR ROUNDABOUT APRON, 12" DEPTH	45+90.27 to 45+90.27		LT/RT	5546			SY	278.20		303.7			
		46+47.79 to 46+78.40		RT	10362				15.10					
		46+41.38 to 46+56.23		LT	10355				10.40					

SUMMARY OF WALLS

WALL NO.	PAY ITEM NO.	PAY ITEM DESCRIPTION	LOCATION	SIDE	UNIT	QUANTITY		TOTAL		DESIGN NOTES	CONSTRUCTION REMARKS
			STA. TO STA.			P	F	P	F		
	0400 0 11	CONCRETE CLASS NS, GRAVITY WALL INDEX 400-011 SCHEME 1	153+99.05 TO 154+33.13	RT	CY	1.5		12.1		BENNING_CL	
			351+30.00 TO 352+00.00	RT		10.6				SAWOCT_CL	

SUMMARY OF RAILING

LOCATION	SIDE	PIPE HANDRAIL - GUIDERAIL (ALUMINUM) 0515 1 2 LF		DESIGN NOTES	CONSTRUCTION REMARKS
STA. TO STA.		P	F		
153+99.05 to 154+33.13	RT	34.7		BENNING_CL	
351+30.00 to 352+00.00	RT	80.2		SAWOCT_CL	
SUB-TOTAL:		114.9			
TOTAL:		115			

REVISIONS

DATE	DESCRIPTION	DATE	DESCRIPTION

EDWIN J. RAMOS, P.E.
P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

SUMMARY OF QUANTITIES

SHEET NO. 143

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

EXHIBIT A - ROADWAY PLANS

SUMMARY OF CURB & GUTTER AND/OR TRAFFIC SEPARATORS

PAY ITEM NO.	PAY ITEM DESCRIPTION	LOCATION STA. TO STA.	SIDE	AREA ID	UNIT	QUANTITY GROSS LENGTH	DEDUCTIONS TYPE	DEDUCTIONS LENGTH	NET LENGTH P	NET LENGTH F	TOTAL P	TOTAL F	DESIGN NOTES	CONSTRUCTION REMARKS
0520 1 7	Concrete Curb & Gutter, Type E	30+39.54 to 30+39.54	LT/RT		LF	14.1			14.1		2994			
		30+39.54 to 40+12.46	RT			971.4			971.4					
		30+39.54 to 40+12.46	LT			974.4			974.4					
		40+12.46 to 44+00.00	LT			385.2			385.2					
		40+12.46 to 44+00.00	RT			389.9			389.9					
		44+00.00 to 44+77.35	LT			76.7			76.7					
		44+00.00 to 44+87.90	RT			88.7			88.7					
		44+77.35 to 44+87.54	LT			10.1			10.1					
		44+87.54 to 44+88.62	LT			1.6			1.6					
		44+87.90 to 44+88.89	RT			1.6			1.6					
		44+88.62 to 44+88.89	LT/RT			7.4			7.4					
		45+01.71 to 45+01.82	LT/RT			10.0			10.0					
		45+01.71 to 45+02.52	LT			1.4			1.4					
		45+01.82 to 45+02.70	RT			1.5			1.5					
		45+02.52 to 45+18.45	LT			16.2			16.2					
		45+02.70 to 45+20.25	RT			18.2			18.2					
		45+18.45 to 45+22.46	LT			5.3			5.3					
		45+20.25 to 45+24.13	RT			6.0			6.0					
		45+22.46 to 45+24.13	LT/RT			14.4			14.4					
0520 1 10	Concrete Curb & Gutter, Type F	26+36.00 to 26+75.70	RT		LF	39.7			39.7		5788			
		26+36.15 to 26+39.13	RT			3.0			3.0					
		26+53.85 to 26+75.70	LT			21.9			21.9					
		26+91.70 to 27+25.50	RT			33.8			33.8					
		26+91.70 to 27+53.75	LT			62.1			62.1					
		27+36.00 to 27+61.19	RT			42.7			42.7					
		27+37.69 to 28+11.69	RT			74.0			74.0					
		27+64.25 to 28+32.50	LT			68.3			68.3					
		27+88.19 to 28+32.50	RT			61.8			61.8					
		28+43.00 to 28+71.29	LT			28.3			28.3					
		28+43.00 to 28+83.59	RT			58.9			58.9					
		28+60.82 to 29+34.29	RT			75.1			75.1					
		28+71.29 to 28+92.43	LT			20.6			20.6					
		29+03.22 to 29+77.53	LT			92.6			92.6					
		29+12.20 to 29+37.56	RT			45.6			45.6					
		29+47.79 to 29+80.10	RT			48.6			48.6					
		29+47.99 to 29+53.91	RT			7.3			7.3					
		29+48.91 to 29+55.56	RT			8.1			8.1					
		29+53.91 to 29+80.36	RT			59.8			59.8					
		29+55.56 to 29+82.86	RT			88.5			88.5					
		29+73.73 to 29+73.81	LT			3.5			3.5					
		29+74.04 to 29+77.53	LT			102.2			102.2					
		30+09.84 to 30+09.96	RT			3.3			3.3					
		30+09.84 to 30+10.55	RT			5.6			5.6					
		30+10.28 to 30+11.81	RT			54.6			54.6					
		30+10.55 to 30+14.84	RT			8.8			8.8					
		30+12.13 to 30+37.42	RT			47.5			47.5					
		30+16.12 to 31+14.60	LT			207.8			207.8					
		30+21.15 to 30+21.30	LT			3.5			3.5					
		30+38.07 to 31+12.29	RT			77.1			77.1					
		31+22.41 to 31+53.90	RT			73.3			73.3					
		31+28.12 to 32+14.60	LT			83.2			83.2					
		31+54.11 to 32+23.16	RT			159.4			159.4					
		31+77.35 to 32+15.37	RT			140.5			140.5					

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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

EDWIN J. RAMOS, P.E.
P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

SUMMARY OF QUANTITIES

SHEET NO. 144

SUMMARY OF CURB & GUTTER AND/OR TRAFFIC SEPARATORS

PAY ITEM NO.	PAY ITEM DESCRIPTION	LOCATION STA. TO STA.	SIDE	AREA ID	UNIT	QUANTITY GROSS LENGTH	DEDUCTIONS TYPE	DEDUCTIONS LENGTH	NET LENGTH P	NET LENGTH F	TOTAL P	TOTAL F	DESIGN NOTES	CONSTRUCTION REMARKS
0520 1 10	Concrete Curb & Gutter, Type F (CONT'D)	31+92.08 to 32+23.55	RT		LF	51.4			51.4					
		32+24.06 to 32+30.12	RT			9.8			9.8					
		32+27.34 to 32+41.48	RT			23.0			23.0					
		32+27.89 to 32+95.37	RT			70.1			70.1					
		32+28.12 to 32+89.60	LT			59.1			59.1					
		33+03.12 to 33+42.45	LT			53.3			53.3					
		33+07.89 to 33+37.72	RT			31.0			31.0					
		33+41.74 to 33+57.83	LT			48.7			48.7					
		33+56.98 to 34+22.02	RT			67.5			67.5					
		33+70.15 to 34+21.98	LT			65.3			65.3					
		33+70.60 to 33+80.84	LT			30.8			30.8					
		34+12.07 to 34+31.53	RT			25.6			25.6					
		34+31.53 to 35+17.69	RT			166.1			166.1					
		34+35.00 to 35+71.88	RT			132.7			132.7					
		34+35.00 to 35+72.11	LT			141.4			141.4					
		35+84.63 to 37+22.11	LT			142.7			142.7					
		35+85.40 to 37+21.88	RT			131.3			131.3					
		37+34.63 to 39+75.37	LT			249.9			249.9					
		37+35.40 to 39+74.60	RT			230.1			230.1					
		39+87.89 to 41+00.00	LT			113.0			113.0					
		39+88.12 to 41+00.00	RT			111.0			111.0					
		41+13.00 to 42+24.60	LT			108.2			108.2					
		41+13.00 to 42+25.37	RT			115.8			115.8					
		42+37.89 to 43+65.37	RT			132.4			132.4					
		42+38.12 to 43+64.60	LT			121.6			121.6					
		43+77.89 to 44+14.52	RT			38.0			38.0					
		43+78.12 to 44+13.76	LT			34.3			34.3					
		44+33.78 to 44+69.11	RT			36.7			36.7					
		44+34.56 to 44+68.73	LT			32.9			32.9					
		44+81.63 to 45+32.19	RT			107.5			107.5					
		44+82.26 to 45+55.87	LT			78.6			78.6					
		44+84.60 to 44+94.07	RT			37.9			37.9					
		44+97.15 to 45+05.43	RT			32.8			32.8					
		45+01.40 to 45+53.14	RT			151.5			151.5					
		45+10.86 to 45+22.36	RT			38.8			38.8					
		45+55.63 to 47+33.79	RT			188.2			188.2					
		45+58.27 to 46+47.33	LT			203.2			203.2					
		46+43.50 to 47+45.80	LT			281.2			281.2					
		47+44.65 to 48+47.14	RT			99.8			99.8					
		47+55.95 to 48+37.54	LT			83.9			83.9					
0520 2 2	Concrete Curb, Type B	46+40.71 to 46+44.22	LT		LF	6.1			6.1		142			
		46+40.71 to 46+54.47	LT			28.2			28.2					
		46+44.22 to 46+56.70	LT			25.0			25.0					
		46+47.26 to 46+49.74	RT			5.9			5.9					
		46+47.26 to 46+76.61	RT			31.7			31.7					
		46+49.74 to 46+78.68	RT			29.9			29.9					
		46+54.47 to 46+56.70	LT			5.9			5.9					
		46+76.61 to 46+78.68	RT			9.3			9.3					
0520 2 4	Concrete Curb, Type D	45+59.53 to 46+23.12	LT/RT		LF	226.2			226.2		226			
0520 2 8	Concrete Curb, Type RA	46+34.49 to 46+34.52	RT		LF	301.5			301.5		302			

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REVISIONS DATE	DESCRIPTION	DATE	DESCRIPTION

EDWIN J. RAMOS, P.E.
P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

SUMMARY OF QUANTITIES

SHEET NO. 145

SUMMARY OF CURB & GUTTER AND/OR TRAFFIC SEPARATORS

PAY ITEM NO.	PAY ITEM DESCRIPTION	LOCATION STA. TO STA.	SIDE	AREA ID	UNIT	QUANTITY GROSS LENGTH	QUANTITY DEDUCTIONS TYPE	QUANTITY DEDUCTIONS LENGTH	QUANTITY NET LENGTH P	QUANTITY NET LENGTH F	TOTAL P	TOTAL F	DESIGN NOTES	CONSTRUCTION REMARKS
0520 70	Concrete Traffic Separator, Special - Variable Width	46+55.08 to 46+77.40	LT/RT	6677	SY	32.5			32.5		158			
		46+85.79 to 47+42.45	LT/RT	6688		36.1			36.1					
		253+63.16 to 253+97.39	LT/RT	6667		24.2			24.2					
		254+06.78 to 254+27.11	LT/RT	6655		25.2			25.2					
		255+58.44 to 255+78.77	LT/RT	6700		21.5			21.5					
		255+88.28 to 256+20.05	LT/RT	6711		18.1			18.1					

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482 SOUTH KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

SUMMARY OF QUANTITIES

SHEET NO. 146

EXHIBIT A - ROADWAY PLANS

SUMMARY OF SIDEWALK & DETECTABLE WARNINGS

LOCATION	SIDE	AREA ID	LENGTH	WIDTH	CONC SIDEWALK 4"		CONC SIDEWALK 6"		DETECTABLE WARNINGS		DESIGN NOTES	CONSTRUCTION REMARKS
					0522 1		0522 2		0527 2			
STA. TO STA.					SY		SY		SF			
					P	F	P	F	P	F		
26+53.85 to 27+03.97	LT	6067			51.8							
27+15.97 to 27+31.45	LT	6077			10.2							
27+43.45 to 27+74.54	LT	6083			26.8							
27+86.54 to 28+02.87	LT	6092			11.0							
28+14.87 to 29+13.95	LT	6098			100.6							
29+24.02 to 29+49.69	RT	6129			49.7							
29+26.24 to 29+46.78	LT	6109			18.0							
29+39.96 to 29+49.69	RT	14868			11.1							
30+09.84 to 30+18.20	RT	14873			56.4							
31+78.55 to 32+12.98	RT	16120			76.8							
32+19.19 to 32+45.66	RT	6138			25.8							
33+81.29 to 33+78.49	LT	16083			31.7							
45+08.48 to 45+17.20	RT	15062			10.1							
45+92.53 to 46+05.40	LT	15698			10.4							
46+09.02 to 46+30.56	LT	6316			34.3							
47+32.29 to 48+37.57	LT	16226			111.9							
48+37.65 to 48+45.41	RT	6360			5.8							
26+23.75 to 26+53.85	LT	5763					24.2					
26+39.15 to 26+71.15	RT	4412					48.4					
26+93.97 to 27+53.45	LT	4578					66.9					
27+64.54 to 28+24.87	LT	4804					71.1					
29+03.71 to 29+36.48	LT	4876					50.6					
29+38.80 to 29+76.87	LT	5444					53.9					
29+46.67 to 29+68.87	LT	5029					21.9					
29+49.69 to 29+71.58	RT	4953					23.2					
29+61.07 to 29+71.85	LT	14848					2.9					
29+61.56 to 29+76.98	LT	5042					14.0					
29+65.06 to 29+75.20	RT	14885					4.1					
29+66.09 to 29+79.68	RT	4969					16.3					
29+70.44 to 29+80.02	RT	15744					30.3					
29+73.05 to 29+81.85	RT	15841					19.8					
30+10.24 to 30+14.60	RT	5708					4.5					
30+12.27 to 30+38.07	RT	14798					41.8					
30+16.68 to 30+47.57	LT	14780					68.1					
30+22.52 to 30+81.69	LT	15904					198.2					
30+38.07 to 31+34.95	RT	15434					113.8					
30+47.57 to 33+20.02	LT	15460					285.3					
31+34.78 to 31+50.39	RT	14807					15.0					
31+78.55 to 32+08.04	RT	16419					46.7					
32+02.73 to 32+42.93	RT	5889					114.4					
32+08.04 to 36+50.00	RT	15488					497.9					
33+19.86 to 33+38.15	LT	14818					15.5					
33+70.70 to 34+01.79	LT	16470					47.5					
34+01.67 to 45+92.99	LT	15650					1361.7					
36+50.00 to 44+84.24	RT	15557					1051.4					
				SUB-TOTAL:	642.4		4309.4					
				TOTAL:	642		6409		536			

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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

EDWIN J. RAMOS, P.E.
P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

SUMMARY OF QUANTITIES

SHEET NO. 147

SUMMARY OF SIDEWALK & DETECTABLE WARNINGS

LOCATION STA. TO STA.	SIDE	AREA ID	LENGTH	WIDTH	CONC SIDEWALK 4" 0522 1 SY P	CONC SIDEWALK 4" 0522 1 SY F	CONC SIDEWALK 6" 0522 2 SY P	CONC SIDEWALK 6" 0522 2 SY F	DETECTABLE WARNINGS 0527 2 SF P	DETECTABLE WARNINGS 0527 2 SF F	DESIGN NOTES	CONSTRUCTION REMARKS
36+94.45 to 45+26.29	RT	15613					1115.4					
44+77.66 to 44+93.76	RT	14827					31.7					
44+85.45 to 44+99.14	LT	10136					8.0					
44+88.27 to 45+00.01	RT	10171					8.1					
45+05.36 to 45+59.88	RT	14828					194.9					
45+54.45 to 47+55.53	RT	16158					212.0					
45+59.31 to 45+79.94	RT	14826					13.4					
45+96.10 to 46+04.93	LT	5391					5.0					
46+00.25 to 46+19.63	LT	5455					37.7					
46+43.52 to 46+49.63	LT	9815					10.3					
46+43.73 to 47+12.02	LT	16194					234.8					
46+74.34 to 46+96.90	LT	5342					13.3					
46+83.68 to 46+97.85	RT	5315					8.2					
47+02.24 to 47+44.98	LT	5575					77.6					
47+45.26 to 48+47.14	RT	14825					128.9					
26+23.75 to 26+46.85	LT	15148							47.7			
29+53.42 to 29+61.95	LT	15155							16.2			
29+56.33 to 29+64.51	RT	15154							16.4			
29+71.49 to 29+80.02	RT	15949							18.8			
29+72.84 to 29+76.82	LT	15160							14.7			
29+74.34 to 29+78.96	RT	15943							16.2			
30+11.42 to 30+14.22	RT	15192							8.2			
30+12.95 to 30+19.12	RT	15206							12.3			
30+16.65 to 30+33.74	LT	15221							30.4			
30+32.31 to 30+34.32	RT	15211							26.2			
30+41.09 to 30+43.41	LT	15216							33.7			
31+39.59 to 31+41.51	RT	15227							20.3			
31+41.51 to 31+49.59	RT	15234							22.5			
31+78.97 to 31+88.19	RT	15398							17.9			
32+02.36 to 32+04.40	RT	15248							28.1			
33+25.23 to 33+27.37	LT	15254							21.2			
33+27.37 to 33+37.18	LT	15262							23.5			
33+70.89 to 33+81.04	LT	15400							17.0			
33+95.36 to 33+97.51	LT	15401							27.7			
44+87.27 to 44+96.95	LT	15285							18.0			
44+89.20 to 44+97.97	RT	15278							18.0			
45+26.73 to 45+30.21	RT	15319							17.2			
45+64.20 to 45+74.37	RT	15314							20.5			
46+00.07 to 46+03.39	LT	15293							10.3			
46+43.52 to 46+45.28	LT	15298							12.3			
46+80.79 to 46+90.65	LT	15303							20.0			
46+85.91 to 46+95.60	RT	15308							18.0			
SUB-TOTAL:							2099.3		553.3			

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ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

SUMMARY OF QUANTITIES

SHEET NO. 148

PROJECT INFORMATION	
ENGINEERED PRODUCT MANAGER:	EVAN BOWLES 470-701-1106 EVAN.BOWLES@ADSPIPE.COM
ADS SALES REP:	RICHARD OROS 850-572-1838 RICHARD.OROS@ADSPIPE.COM
PROJECT NO:	S317945

Advanced Drainage Systems, Inc.

ADS SiteAssist™
FOR STORMTECH INSTALLATION INSTRUCTIONS VISIT OUR APP

DESTIN CROSS TOWN CONNECTOR

DESTIN, FL

MC-3500 STORMTECH CHAMBER SPECIFICATIONS

1. CHAMBERS SHALL BE STORMTECH MC-3500.
2. CHAMBERS SHALL BE ARCH-SHAPED AND SHALL BE MANUFACTURED FROM VIRGIN, IMPACT-MODIFIED POLYPROPYLENE COPOLYMERS.
3. CHAMBERS SHALL MEET THE REQUIREMENTS OF ASTM F2418, "STANDARD SPECIFICATION FOR POLYPROPYLENE (PP) CORRUGATED WALL STORMWATER COLLECTION CHAMBERS" CHAMBER CLASSIFICATION 45x76 DESIGNATION SS.
4. CHAMBER ROWS SHALL PROVIDE CONTINUOUS, UNOBSTRUCTED INTERNAL SPACE WITH NO INTERNAL SUPPORTS THAT WOULD IMPEDE FLOW OR LIMIT ACCESS FOR INSPECTION.
5. THE STRUCTURAL DESIGN OF THE CHAMBERS, THE STRUCTURAL BACKFILL, AND THE INSTALLATION REQUIREMENTS SHALL ENSURE THAT THE LOAD FACTORS SPECIFIED IN THE AASHTO LRFD BRIDGE DESIGN SPECIFICATIONS, SECTION 12.12, ARE MET FOR: 1) LONG-DURATION DEAD LOADS AND 2) SHORT-DURATION LIVE LOADS, BASED ON THE AASHTO DESIGN TRUCK WITH CONSIDERATION FOR IMPACT AND MULTIPLE VEHICLE PRESENCES.
6. CHAMBERS SHALL BE DESIGNED, TESTED AND ALLOWABLE LOAD CONFIGURATIONS DETERMINED IN ACCORDANCE WITH ASTM F2787, "STANDARD PRACTICE FOR STRUCTURAL DESIGN OF THERMOPLASTIC CORRUGATED WALL STORMWATER COLLECTION CHAMBERS". LOAD CONFIGURATIONS SHALL INCLUDE: 1) INSTANTANEOUS (<1 MIN) AASHTO DESIGN TRUCK LIVE LOAD ON MINIMUM COVER 2) MAXIMUM PERMANENT (75-YR) COVER LOAD AND 3) ALLOWABLE COVER WITH PARKED (1-WEEK) AASHTO DESIGN TRUCK.
7. REQUIREMENTS FOR HANDLING AND INSTALLATION:
   - TO MAINTAIN THE WIDTH OF CHAMBERS DURING SHIPPING AND HANDLING, CHAMBERS SHALL HAVE INTEGRAL, INTERLOCKING STACKING LUGS.
   - TO ENSURE A SECURE JOINT DURING INSTALLATION AND BACKFILL, THE HEIGHT OF THE CHAMBER JOINT SHALL NOT BE LESS THAN 3".
   - TO ENSURE THE INTEGRITY OF THE ARCH SHAPE DURING INSTALLATION, a) THE ARCH STIFFNESS CONSTANT SHALL BE GREATER THAN OR EQUAL TO 450 LBS/FT/%. THE ASC IS DEFINED IN SECTION 6.2.8 OF ASTM F2418. AND b) TO RESIST CHAMBER DEFORMATION DURING INSTALLATION AT ELEVATED TEMPERATURES (ABOVE 73° F / 23° C), CHAMBERS SHALL BE PRODUCED FROM REFLECTIVE GOLD OR YELLOW COLORS.
8. ONLY CHAMBERS THAT ARE APPROVED BY THE SITE DESIGN ENGINEER WILL BE ALLOWED. UPON REQUEST BY THE SITE DESIGN ENGINEER OR OWNER, THE CHAMBER MANUFACTURER SHALL SUBMIT A STRUCTURAL EVALUATION FOR APPROVAL BEFORE DELIVERING CHAMBERS TO THE PROJECT SITE AS FOLLOWS:
   - THE STRUCTURAL EVALUATION SHALL BE SEALED BY A REGISTERED PROFESSIONAL ENGINEER.
   - THE STRUCTURAL EVALUATION SHALL DEMONSTRATE THAT THE SAFETY FACTORS ARE GREATER THAN OR EQUAL TO 1.95 FOR DEAD LOAD AND 1.75 FOR LIVE LOAD, THE MINIMUM REQUIRED BY ASTM F2787 AND BY SECTIONS 3 AND 12.12 OF THE AASHTO LRFD BRIDGE DESIGN SPECIFICATIONS FOR THERMOPLASTIC PIPE.
   - THE TEST DERIVED CREEP MODULUS AS SPECIFIED IN ASTM F2418 SHALL BE USED FOR PERMANENT DEAD LOAD DESIGN EXCEPT THAT IT SHALL BE THE 75-YEAR MODULUS USED FOR DESIGN.
9. CHAMBERS AND END CAPS SHALL BE PRODUCED AT AN ISO 9001 CERTIFIED MANUFACTURING FACILITY.

IMPORTANT - NOTES FOR THE BIDDING AND INSTALLATION OF MC-3500 CHAMBER SYSTEM

1. STORMTECH MC-3500 CHAMBERS SHALL NOT BE INSTALLED UNTIL THE MANUFACTURER'S REPRESENTATIVE HAS COMPLETED A PRE-CONSTRUCTION MEETING WITH THE INSTALLERS.
2. STORMTECH MC-3500 CHAMBERS SHALL BE INSTALLED IN ACCORDANCE WITH THE "STORMTECH MC-3500/MC-4500 CONSTRUCTION GUIDE".
3. CHAMBERS ARE NOT TO BE BACKFILLED WITH A DOZER OR AN EXCAVATOR SITUATED OVER THE CHAMBERS. STORMTECH RECOMMENDS 3 BACKFILL METHODS:
   - STONESHOOTER LOCATED OFF THE CHAMBER BED.
   - BACKFILL AS ROWS ARE BUILT USING AN EXCAVATOR ON THE FOUNDATION STONE OR SUBGRADE.
   - BACKFILL FROM OUTSIDE THE EXCAVATION USING A LONG BOOM HOE OR EXCAVATOR.
4. THE FOUNDATION STONE SHALL BE LEVELED AND COMPACTED PRIOR TO PLACING CHAMBERS.
5. JOINTS BETWEEN CHAMBERS SHALL BE PROPERLY SEATED PRIOR TO PLACING STONE.
6. MAINTAIN MINIMUM - 6" (150 mm) SPACING BETWEEN THE CHAMBER ROWS.
7. INLET AND OUTLET MANIFOLDS MUST BE INSERTED A MINIMUM OF 12" (300 mm) INTO CHAMBER END CAPS.
8. EMBEDMENT STONE SURROUNDING CHAMBERS MUST BE A CLEAN, CRUSHED, ANGULAR STONE MEETING THE AASHTO M43 DESIGNATION OF #3 OR #4.
9. STONE MUST BE PLACED ON THE TOP CENTER OF THE CHAMBER TO ANCHOR THE CHAMBERS IN PLACE AND PRESERVE ROW SPACING.
10. THE CONTRACTOR MUST REPORT ANY DISCREPANCIES WITH CHAMBER FOUNDATION MATERIALS BEARING CAPACITIES TO THE SITE DESIGN ENGINEER.
11. ADS RECOMMENDS THE USE OF "FLEXSTORM CATCH IT" INSERTS DURING CONSTRUCTION FOR ALL INLETS TO PROTECT THE SUBSURFACE STORMWATER MANAGEMENT SYSTEM FROM CONSTRUCTION SITE RUNOFF.

NOTES FOR CONSTRUCTION EQUIPMENT

1. STORMTECH MC-3500 CHAMBERS SHALL BE INSTALLED IN ACCORDANCE WITH THE "STORMTECH MC-3500/MC-4500 CONSTRUCTION GUIDE".
2. THE USE OF EQUIPMENT OVER MC-3500 CHAMBERS IS LIMITED:
   - NO EQUIPMENT IS ALLOWED ON BARE CHAMBERS.
   - NO RUBBER TIRED LOADER, DUMP TRUCK, OR EXCAVATORS ARE ALLOWED UNTIL PROPER FILL DEPTHS ARE REACHED IN ACCORDANCE WITH THE "STORMTECH MC-3500/MC-4500 CONSTRUCTION GUIDE".
   - WEIGHT LIMITS FOR CONSTRUCTION EQUIPMENT CAN BE FOUND IN THE "STORMTECH MC-3500/MC-4500 CONSTRUCTION GUIDE".
3. FULL 36" (900 mm) OF STABILIZED COVER MATERIALS OVER THE CHAMBERS IS REQUIRED FOR DUMP TRUCK TRAVEL OR DUMPING.

USE OF A DOZER TO PUSH EMBEDMENT STONE BETWEEN THE ROWS OF CHAMBERS MAY CAUSE DAMAGE TO CHAMBERS AND IS NOT AN ACCEPTABLE BACKFILL METHOD. ANY CHAMBERS DAMAGED BY USING THE "DUMP AND PUSH" METHOD ARE NOT COVERED UNDER THE STORMTECH STANDARD WARRANTY.

CONTACT STORMTECH AT 1-888-892-2694 WITH ANY QUESTIONS ON INSTALLATION REQUIREMENTS OR WEIGHT LIMITS FOR CONSTRUCTION EQUIPMENT.

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EXHIBIT B - ADS CHAMBER SYSTEM PLANS

PROPOSED LAYOUT

827	STORMTECH MC-3500 CHAMBERS
100	STORMTECH MC-3500 END CAPS
12	STONE ABOVE (in)
9	STONE BELOW (in)
40	% STONE VOID
154,776	**INSTALLED SYSTEM VOLUME (CF) (PERIMETER STONE INCLUDED)**
13147	**ISOLATOR ROW WQ VOLUME (BARE CHAMBER ONLY)**
45146	SYSTEM AREA (ft²)
2143	SYSTEM PERIMETER (ft)

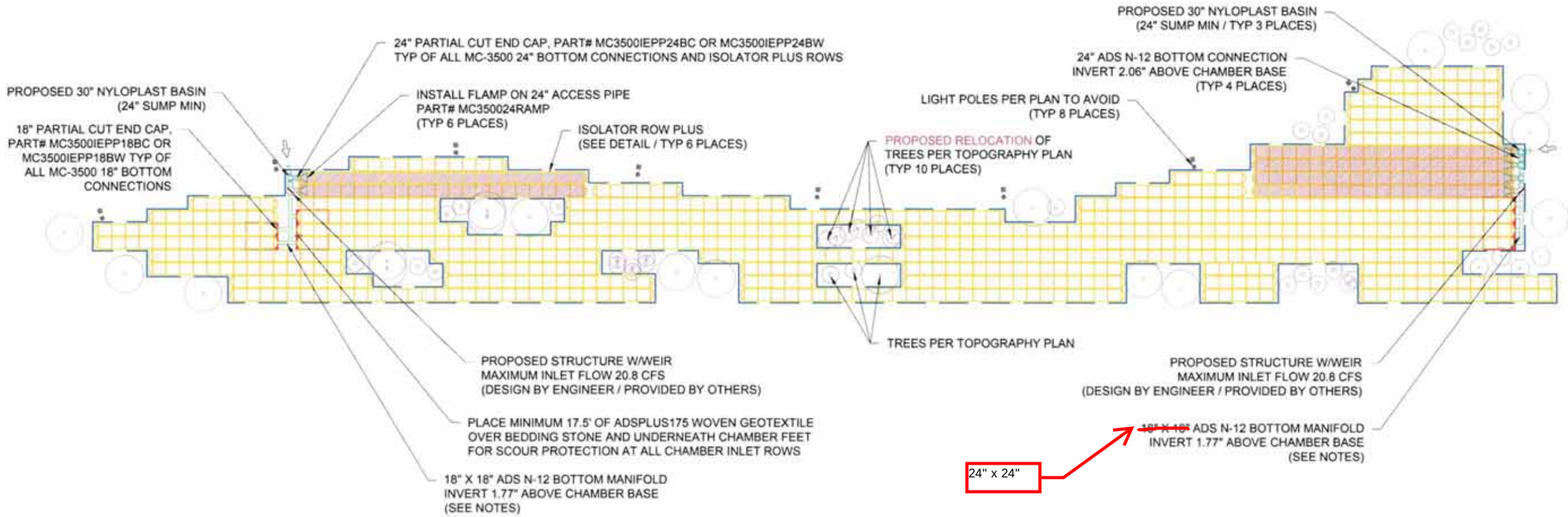
PROPOSED ELEVATIONS

23.50	MAXIMUM ALLOWABLE GRADE (TOP OF PAVEMENT/UNPAVED)
17.50	MINIMUM ALLOWABLE GRADE (UNPAVED WITH TRAFFIC)
17.00	MINIMUM ALLOWABLE GRADE (UNPAVED NO TRAFFIC)
17.00	MINIMUM ALLOWABLE GRADE (BASE OF FLEXIBLE PAVEMENT)
17.00	MINIMUM ALLOWABLE GRADE (TOP OF RIGID PAVEMENT)
16.50	TOP OF STONE
15.50	TOP OF MC-3500 CHAMBER
11.92	24" ISOLATOR ROW PLUS CONNECTION INVERT
11.90	18" BOTTOM MANIFOLD INVERT
11.75	BOTTOM OF MC-3500 CHAMBER
11.00	BOTTOM OF STONE

18" or 24"

NOTES

- MANIFOLD SIZE TO BE DETERMINED BY SITE DESIGN ENGINEER. SEE TECHNICAL NOTE 6.32 FOR MANIFOLD SIZING GUIDANCE.
- DUE TO THE ADAPTATION OF THIS CHAMBER SYSTEM TO SPECIFIC SITE AND DESIGN CONSTRAINTS, IT MAY BE NECESSARY TO CUT AND COUPLE ADDITIONAL PIPE TO STANDARD MANIFOLD COMPONENTS IN THE FIELD.
- THE SITE DESIGN ENGINEER MUST REVIEW ELEVATIONS AND IF NECESSARY ADJUST GRADING TO ENSURE THE CHAMBER COVER REQUIREMENTS ARE MET.
- THIS CHAMBER SYSTEM WAS DESIGNED WITHOUT SITE-SPECIFIC INFORMATION ON SOIL CONDITIONS OR BEARING CAPACITY. THE SITE DESIGN ENGINEER IS RESPONSIBLE FOR DETERMINING THE SUITABILITY OF THE SOIL AND PROVIDING THE BEARING CAPACITY OF THE INSITU SOILS. THE BASE STONE DEPTH MAY BE INCREASED OR DECREASED ONCE THIS INFORMATION IS PROVIDED.



DESTIN CROSS TOWN CONNECTOR
DESTIN, FL
DATE: 10-04-2022 | DRAWN: NSL | CHECKED: CJD
PROJECT #: S317945

DATE	DRWN	CHKD	DESCRIPTION

THE SITE DESIGN ENGINEER SHALL REVIEW THIS DRAWING PRIOR TO CONSTRUCTION. IT IS THE SITE DESIGN ENGINEER OR OTHER PROJECT REPRESENTATIVE. THE SITE DESIGN ENGINEER TO ENSURE THAT THE PRODUCT(S) DEPICTED AND ALL ASSOCIATED DETAILS MEET ALL APPLICABLE LAWS, REGULATIONS, AND PROJECT REQUIREMENTS.

StormTech®
Chamber System
888-892-2694 | WWW.STORMTECH.COM

4640 TRUEMAN BLVD
HILLIARD, OH 43026

ADS

0 60' 120'

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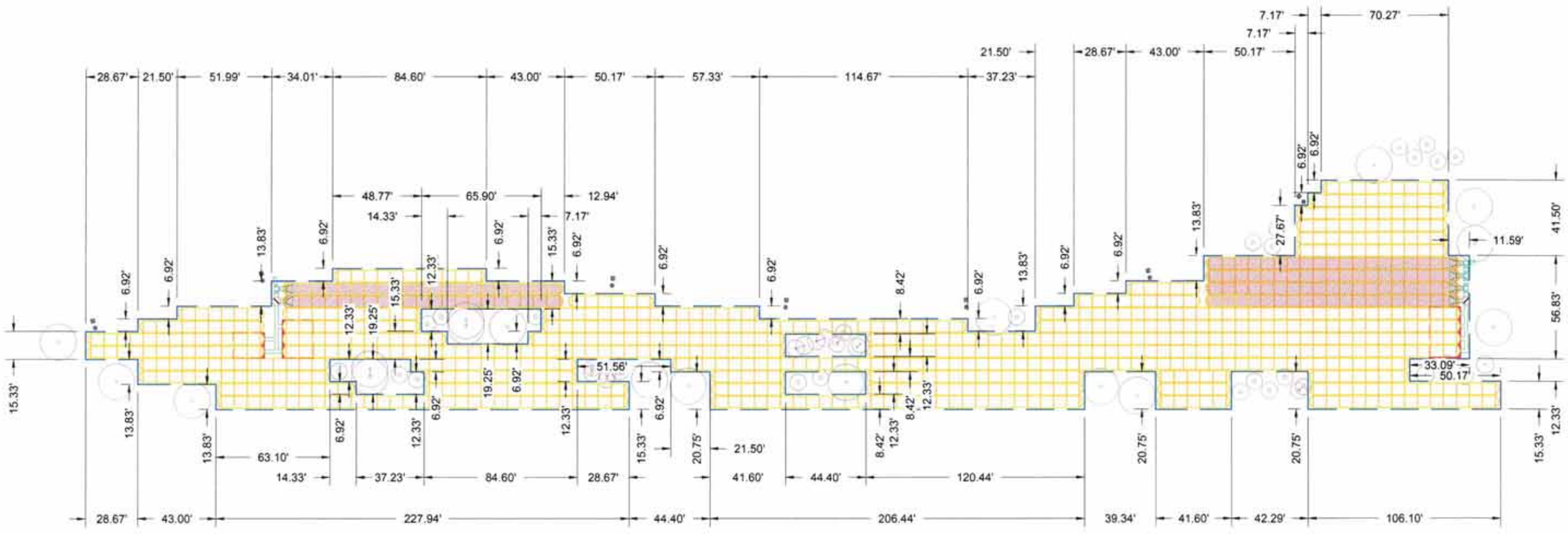
SHEET 2 OF 7

EXHIBIT B - ADS CHAMBER SYSTEM PLANS



ADS 3

DESTIN CROSS TOWN CONNECTOR

DESTIN, FL

DATE: 10-04-2022 | DRAWN: NSL | CHECKED: CJD

PROJECT #: S317945

DATE	DRWN	CHKD	DESCRIPTION

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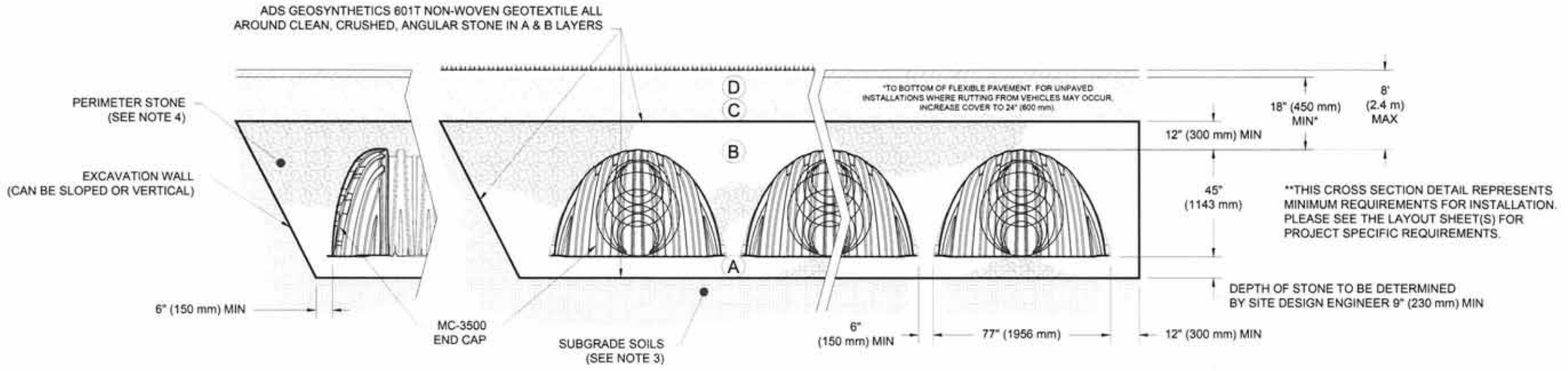
0 60' 120'

SHEET 3 OF 7

ACCEPTABLE FILL MATERIALS: STORMTECH MC-3500 CHAMBER SYSTEMS

MATERIAL LOCATION		DESCRIPTION	AASHTO MATERIAL CLASSIFICATIONS	COMPACTION / DENSITY REQUIREMENT
D	**FINAL FILL:** FILL MATERIAL FOR LAYER 'D' STARTS FROM THE TOP OF THE 'C' LAYER TO THE BOTTOM OF FLEXIBLE PAVEMENT OR UNPAVED FINISHED GRADE ABOVE. NOTE THAT PAVEMENT SUBBASE MAY BE PART OF THE 'D' LAYER	ANY SOIL/ROCK MATERIALS, NATIVE SOILS, OR PER ENGINEER'S PLANS. CHECK PLANS FOR PAVEMENT SUBGRADE REQUIREMENTS.	N/A	PREPARE PER SITE DESIGN ENGINEER'S PLANS. PAVED INSTALLATIONS MAY HAVE STRINGENT MATERIAL AND PREPARATION REQUIREMENTS.
C	**INITIAL FILL:** FILL MATERIAL FOR LAYER 'C' STARTS FROM THE TOP OF THE EMBEDMENT STONE ('B' LAYER) TO 24" (600 mm) ABOVE THE TOP OF THE CHAMBER. NOTE THAT PAVEMENT SUBBASE MAY BE A PART OF THE 'C' LAYER.	GRANULAR WELL-GRADED SOIL/AGGREGATE MIXTURES, <35% FINES OR PROCESSED AGGREGATE. MOST PAVEMENT SUBBASE MATERIALS CAN BE USED IN LIEU OF THIS LAYER.	AASHTO M145[1] A-1, A-2-4, A-3 OR AASHTO M43[1] 3, 357, 4, 467, 5, 56, 57, 6, 67, 68, 7, 78, 8, 89, 9, 10	BEGIN COMPACTIONS AFTER 24" (600 mm) OF MATERIAL OVER THE CHAMBERS IS REACHED. COMPACT ADDITIONAL LAYERS IN 12" (300 mm) MAX LIFTS TO A MIN. 95% PROCTOR DENSITY FOR WELL GRADED MATERIAL AND 95% RELATIVE DENSITY FOR PROCESSED AGGREGATE MATERIALS.
B	**EMBEDMENT STONE:** FILL SURROUNDING THE CHAMBERS FROM THE FOUNDATION STONE ('A' LAYER) TO THE 'C' LAYER ABOVE.	CLEAN, CRUSHED, ANGULAR STONE	AASHTO M43[1] 3, 4	NO COMPACTION REQUIRED.
A	**FOUNDATION STONE:** FILL BELOW CHAMBERS FROM THE SUBGRADE UP TO THE FOOT (BOTTOM) OF THE CHAMBER.	CLEAN, CRUSHED, ANGULAR STONE	AASHTO M43[1] 3, 4	PLATE COMPACT OR ROLL TO ACHIEVE A FLAT SURFACE.[2,3]

PLEASE NOTE:
1. THE LISTED AASHTO DESIGNATIONS ARE FOR GRADATIONS ONLY. THE STONE MUST ALSO BE CLEAN, CRUSHED, ANGULAR. FOR EXAMPLE, A SPECIFICATION FOR #4 STONE WOULD STATE: "CLEAN, CRUSHED, ANGULAR NO. 4 (AASHTO M43) STONE".
2. STORMTECH COMPACTION REQUIREMENTS ARE MET FOR 'A' LOCATION MATERIALS WHEN PLACED AND COMPACTED IN 9" (230 mm) (MAX) LIFTS USING TWO FULL COVERAGES WITH A VIBRATORY COMPACTOR.
3. WHERE INFILTRATION SURFACES MAY BE COMPROMISED BY COMPACTION, FOR STANDARD DESIGN LOAD CONDITIONS, A FLAT SURFACE MAY BE ACHIEVED BY RAKING OR DRAGGING WITHOUT COMPACTION EQUIPMENT. FOR SPECIAL LOAD DESIGNS, CONTACT STORMTECH FOR COMPACTION REQUIREMENTS.
4. ONCE LAYER 'C' IS PLACED, ANY SOIL/MATERIAL CAN BE PLACED IN LAYER 'D' UP TO THE FINISHED GRADE. MOST PAVEMENT SUBBASE SOILS CAN BE USED TO REPLACE THE MATERIAL REQUIREMENTS OF LAYER 'C' OR 'D' AT THE SITE DESIGN ENGINEER'S DISCRETION.



NOTES:

1. CHAMBERS SHALL MEET THE REQUIREMENTS OF ASTM F2418, "STANDARD SPECIFICATION FOR POLYPROPYLENE (PP) CORRUGATED WALL STORMWATER COLLECTION CHAMBERS" CHAMBER CLASSIFICATION 45x76 DESIGNATION SS.
2. MC-3500 CHAMBERS SHALL BE DESIGNED IN ACCORDANCE WITH ASTM F2787 "STANDARD PRACTICE FOR STRUCTURAL DESIGN OF THERMOPLASTIC CORRUGATED WALL STORMWATER COLLECTION CHAMBERS".
3. THE SITE DESIGN ENGINEER IS RESPONSIBLE FOR ASSESSING THE BEARING RESISTANCE (ALLOWABLE BEARING CAPACITY) OF THE SUBGRADE SOILS AND THE DEPTH OF FOUNDATION STONE WITH CONSIDERATION FOR THE RANGE OF EXPECTED SOIL MOISTURE CONDITIONS.
4. PERIMETER STONE MUST BE EXTENDED HORIZONTALLY TO THE EXCAVATION WALL FOR BOTH VERTICAL AND SLOPED EXCAVATION WALLS.
5. REQUIREMENTS FOR HANDLING AND INSTALLATION:
   - TO MAINTAIN THE WIDTH OF CHAMBERS DURING SHIPPING AND HANDLING, CHAMBERS SHALL HAVE INTEGRAL, INTERLOCKING STACKING LUGS.
   - TO ENSURE A SECURE JOINT DURING INSTALLATION AND BACKFILL, THE HEIGHT OF THE CHAMBER JOINT SHALL NOT BE LESS THAN 3".
   - TO ENSURE THE INTEGRITY OF THE ARCH SHAPE DURING INSTALLATION, a) THE ARCH STIFFNESS CONSTANT AS DEFINED IN SECTION 6.2.8 OF ASTM F2418 SHALL BE GREATER THAN OR EQUAL TO 500 LBS/FT/%. AND b) TO RESIST CHAMBER DEFORMATION DURING INSTALLATION AT ELEVATED TEMPERATURES (ABOVE 73° F / 23° C), CHAMBERS SHALL BE PRODUCED FROM REFLECTIVE GOLD OR YELLOW COLORS.

DESTIN CROSS TOWN CONNECTOR
DESTIN, FL
DATE: 10-04-2022 | DRAWN: NSL | CHECKED: CJD
PROJECT #: S317945
DESCRIPTION | DRWN. CHKD | DATE

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ADS 4640 TRUEMAN BLVD HILLIARD, OH 43026

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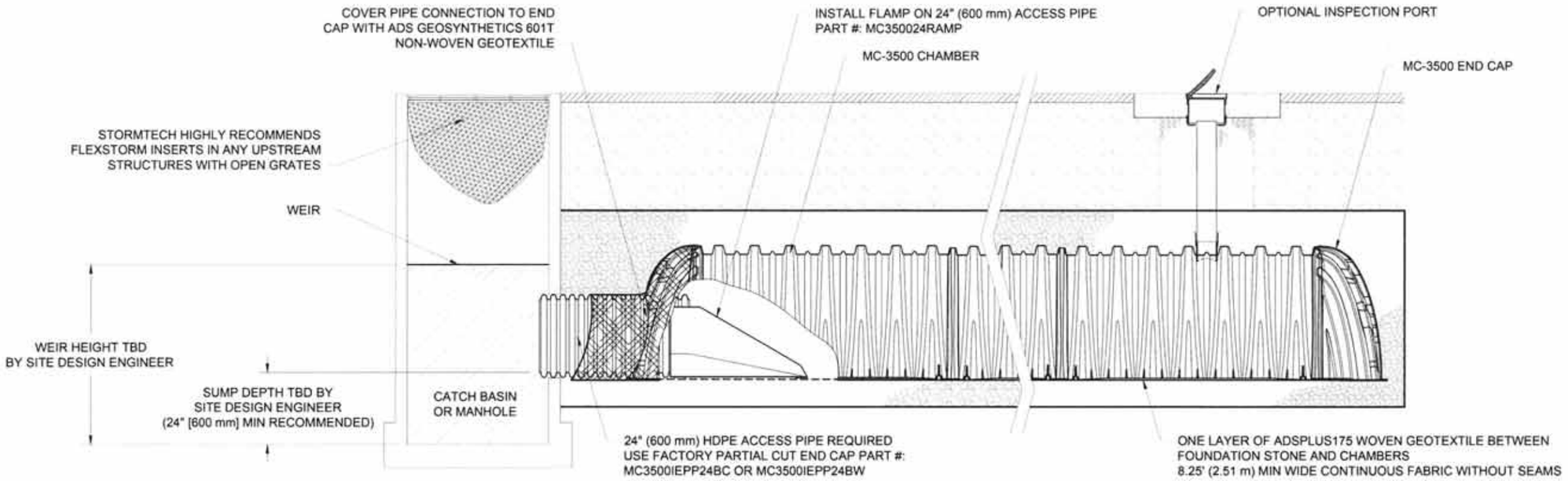

MC-3500 ISOLATOR ROW PLUS DETAIL
NTS

INSPECTION & MAINTENANCE

STEP 1) INSPECT ISOLATOR ROW PLUS FOR SEDIMENT
- A. INSPECTION PORTS (IF PRESENT)
  - A.1. REMOVE/OPEN LID ON NYLOPLAST INLINE DRAIN
  - A.2. REMOVE AND CLEAN FLEXSTORM FILTER IF INSTALLED
  - A.3. USING A FLASHLIGHT AND STADIA ROD, MEASURE DEPTH OF SEDIMENT AND RECORD ON MAINTENANCE LOG
  - A.4. LOWER A CAMERA INTO ISOLATOR ROW PLUS FOR VISUAL INSPECTION OF SEDIMENT LEVELS (OPTIONAL)
  - A.5. IF SEDIMENT IS AT, OR ABOVE, 3" (80 mm) PROCEED TO STEP 2. IF NOT, PROCEED TO STEP 3.
- B. ALL ISOLATOR PLUS ROWS
  - B.1. REMOVE COVER FROM STRUCTURE AT UPSTREAM END OF ISOLATOR ROW PLUS
  - B.2. USING A FLASHLIGHT, INSPECT DOWN THE ISOLATOR ROW PLUS THROUGH OUTLET PIPE
    - i) MIRRORS ON POLES OR CAMERAS MAY BE USED TO AVOID A CONFINED SPACE ENTRY
    - ii) FOLLOW OSHA REGULATIONS FOR CONFINED SPACE ENTRY IF ENTERING MANHOLE
  - B.3. IF SEDIMENT IS AT, OR ABOVE, 3" (80 mm) PROCEED TO STEP 2. IF NOT, PROCEED TO STEP 3.

STEP 2) CLEAN OUT ISOLATOR ROW PLUS USING THE JETVAC PROCESS
- A. A FIXED CULVERT CLEANING NOZZLE WITH REAR FACING SPREAD OF 45° (1.1 m) OR MORE IS PREFERRED
- B. APPLY MULTIPLE PASSES OF JETVAC UNTIL BACKFLUSH WATER IS CLEAN
- C. VACUUM STRUCTURE SUMP AS REQUIRED

STEP 3) REPLACE ALL COVERS, GRATES, FILTERS, AND LIDS; RECORD OBSERVATIONS AND ACTIONS.

STEP 4) INSPECT AND CLEAN BASINS AND MANHOLES UPSTREAM OF THE STORMTECH SYSTEM.

NOTES

1. INSPECT EVERY 6 MONTHS DURING THE FIRST YEAR OF OPERATION. ADJUST THE INSPECTION INTERVAL BASED ON PREVIOUS OBSERVATIONS OF SEDIMENT ACCUMULATION AND HIGH WATER ELEVATIONS.
2. CONDUCT JETTING AND VACTORING ANNUALLY OR WHEN INSPECTION SHOWS THAT MAINTENANCE IS NECESSARY.

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MC-3500 TECHNICAL SPECIFICATION

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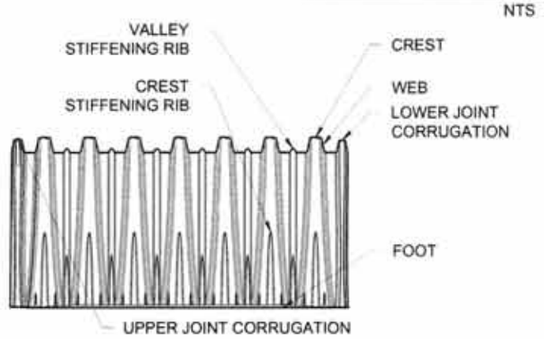
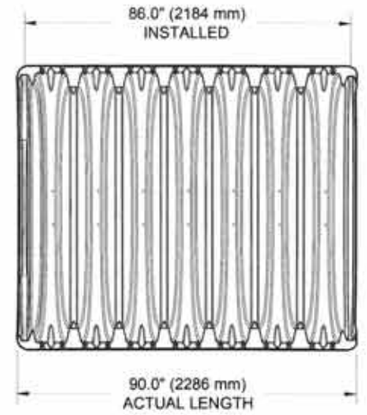
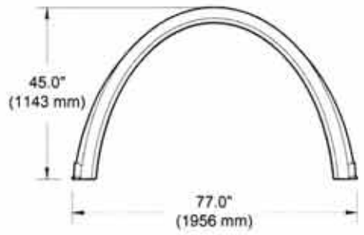
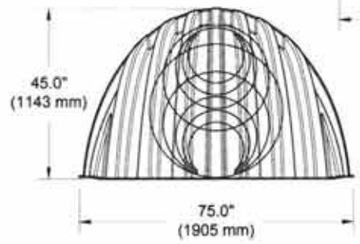










NOMINAL CHAMBER SPECIFICATIONS

SIZE (W X H X INSTALLED LENGTH)	77.0" X 45.0" X 86.0"	(1956 mm X 1143 mm X 2184 mm)
CHAMBER STORAGE	109.9 CUBIC FEET	(3.11 m³)
MINIMUM INSTALLED STORAGE*	175.0 CUBIC FEET	(4.96 m³)
WEIGHT	134 lbs.	(60.8 kg)

NOMINAL END CAP SPECIFICATIONS

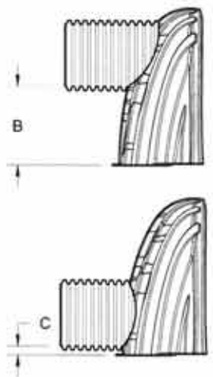
SIZE (W X H X INSTALLED LENGTH)	75.0" X 45.0" X 22.2"	(1905 mm X 1143 mm X 564 mm)
END CAP STORAGE	14.9 CUBIC FEET	(0.42 m³)
MINIMUM INSTALLED STORAGE*	45.1 CUBIC FEET	(1.28 m³)
WEIGHT	49 lbs.	(22.2 kg)

*ASSUMES 12" (305 mm) STONE ABOVE, 9" (229 mm) STONE FOUNDATION, 6" (152 mm) STONE BETWEEN CHAMBERS, 6" (152 mm) STONE PERIMETER IN FRONT OF END CAPS AND 40% STONE POROSITY.

PARTIAL CUT HOLES AT BOTTOM OF END CAP FOR PART NUMBERS ENDING WITH "B"
PARTIAL CUT HOLES AT TOP OF END CAP FOR PART NUMBERS ENDING WITH "T"
END CAPS WITH A PREFABRICATED WELDED STUB END WITH "W"
END CAPS WITH A WELDED CROWN PLATE END WITH "C"

PART #	STUB	B	C
MC3500IEPP06T	6" (150 mm)	33.21" (844 mm)	---
MC3500IEPP06B		---	0.66" (17 mm)
MC3500IEPP08T	8" (200 mm)	31.16" (791 mm)	---
MC3500IEPP08B		---	0.81" (21 mm)
MC3500IEPP10T	10" (250 mm)	29.04" (738 mm)	---
MC3500IEPP10B		---	0.93" (24 mm)
MC3500IEPP12T	12" (300 mm)	26.36" (670 mm)	---
MC3500IEPP12B		---	1.35" (34 mm)
MC3500IEPP15T	15" (375 mm)	23.39" (594 mm)	---
MC3500IEPP15B		---	1.50" (38 mm)
MC3500IEPP18TC	18" (450 mm)	20.03" (509 mm)	---
MC3500IEPP18TW			
MC3500IEPP18BC		---	1.77" (45 mm)
MC3500IEPP18BW			
MC3500IEPP24TC	24" (600 mm)	14.48" (368 mm)	---
MC3500IEPP24TW			
MC3500IEPP24BC		---	2.06" (52 mm)
MC3500IEPP24BW			
MC3500IEPP30BC	30" (750 mm)	---	2.75" (70 mm)

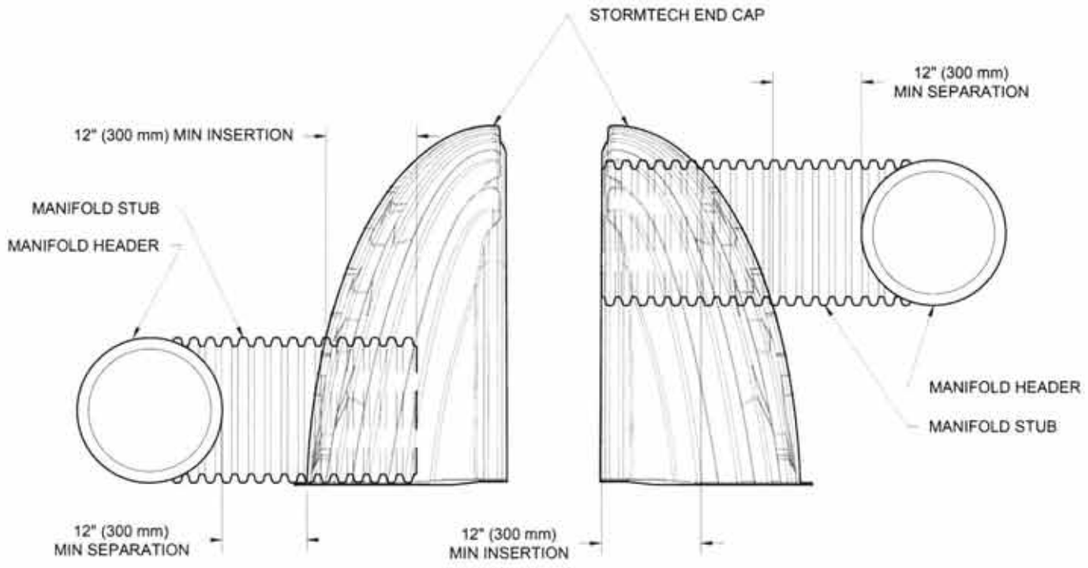
NOTE: ALL DIMENSIONS ARE NOMINAL



CUSTOM PARTIAL CUT INVERTS ARE AVAILABLE UPON REQUEST. INVENTORIED MANIFOLDS INCLUDE 12-24" (300-600 mm) SIZE ON SIZE AND 15-48" (375-1200 mm) ECCENTRIC MANIFOLDS. CUSTOM INVERT LOCATIONS ON THE MC-3500 END CAP CUT IN THE FIELD ARE NOT RECOMMENDED FOR PIPE SIZES GREATER THAN 10" (250 mm). THE INVERT LOCATION IN COLUMN 'B' ARE THE HIGHEST POSSIBLE FOR THE PIPE SIZE.

MC-SERIES END CAP INSERTION DETAIL

NTS



NOTE: MANIFOLD STUB MUST BE LAID HORIZONTAL FOR A PROPER FIT IN END CAP OPENING.

DESTIN CROSS TOWN CONNECTOR
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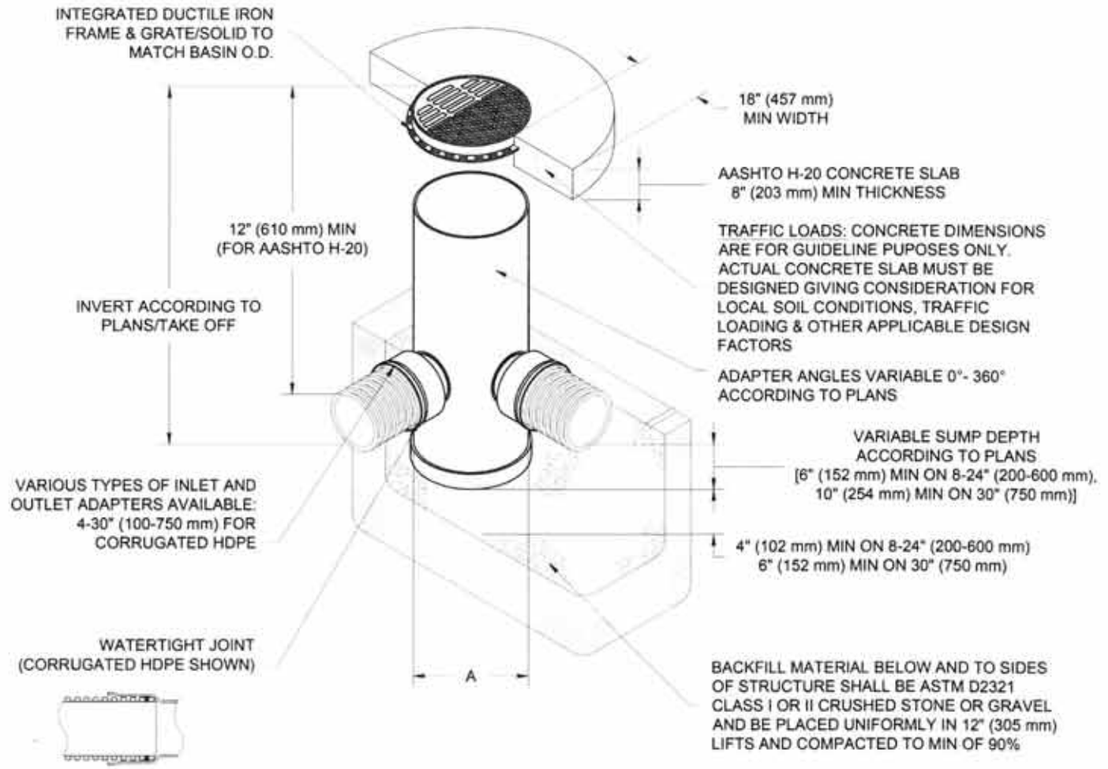
NYLOPLAST DRAIN BASIN

NTS



NOTES

1. 8-30" (200-750 mm) GRATES/SOLID COVERS SHALL BE DUCTILE IRON PER ASTM A536 GRADE 70-50-05
2. 12-30" (300-750 mm) FRAMES SHALL BE DUCTILE IRON PER ASTM A536 GRADE 70-50-05
3. DRAIN BASIN TO BE CUSTOM MANUFACTURED ACCORDING TO PLAN DETAILS
4. DRAINAGE CONNECTION STUB JOINT TIGHTNESS SHALL CONFORM TO ASTM D3212 FOR CORRUGATED HDPE (ADS & HANCOR DUAL WALL) & SDR 35 PVC
5. FOR COMPLETE DESIGN AND PRODUCT INFORMATION: **WWW.NYLOPLAST-US.COM**
6. TO ORDER CALL: **800-821-6710**

A	PART #	GRATE/SOLID COVER OPTIONS		
8" (200 mm)	2808AG	PEDESTRIAN LIGHT DUTY	STANDARD LIGHT DUTY	SOLID LIGHT DUTY
10" (250 mm)	2810AG	PEDESTRIAN LIGHT DUTY	STANDARD LIGHT DUTY	SOLID LIGHT DUTY
12" (300 mm)	2812AG	PEDESTRIAN AASHTO H-10	STANDARD AASHTO H-20	SOLID AASHTO H-20
15" (375 mm)	2815AG	PEDESTRIAN AASHTO H-10	STANDARD AASHTO H-20	SOLID AASHTO H-20
18" (450 mm)	2818AG	PEDESTRIAN AASHTO H-10	STANDARD AASHTO H-20	SOLID AASHTO H-20
24" (600 mm)	2824AG	PEDESTRIAN AASHTO H-10	STANDARD AASHTO H-20	SOLID AASHTO H-20
30" (750 mm)	2830AG	PEDESTRIAN AASHTO H-20	STANDARD AASHTO H-20	SOLID AASHTO H-20

DESTIN CROSS TOWN CONNECTOR

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SHEET 7 OF 7

EXHIBIT C - SIGNING AND PAVEMENT MARKING PLANS

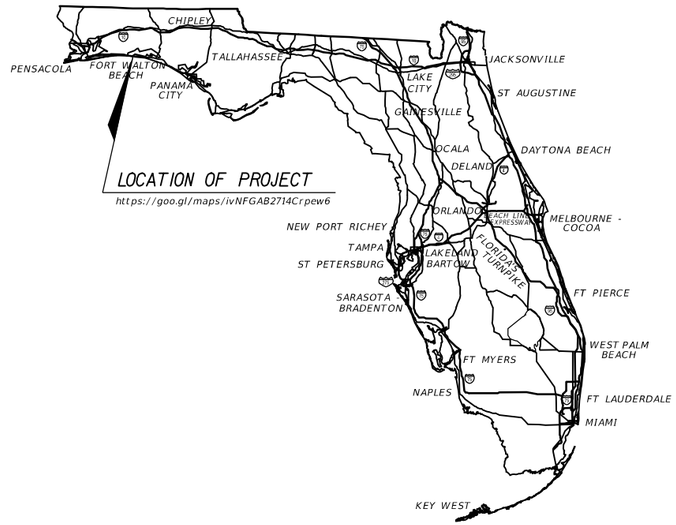
CITY OF DESTIN

CONTRACT PLANS

FINANCIAL PROJECT ID 440553-1-X4-01

OKALOOSA COUNTY

DESTIN CROSS TOWN CONNECTOR



INDEX OF SIGNING & PAVEMENT MARKING PLANS

SHEET NO.	SHEET DESCRIPTION
S-1	KEY SHEET
S-1A	SIGNATURE SHEET
S-2	TABULATION OF QUANTITIES
S-3	GENERAL NOTES
S-4 TO S-9	PLAN SHEETS
S-10	ROUNDABOUT DETAIL

SIGNING & PAVEMENT MARKING PLANS

PHASE IV (100%) SUBMITTAL
NOVEMBER 2022

PROVIDED FOR INFORMATION ONLY
NO PHASE 1 CONSTRUCTION IN THIS SET

GOVERNING STANDARD PLANS:

Florida Department of Transportation, FY 2022-23 Standard Plans for Road and Bridge Construction and applicable Interim Revisions (IRs).

Standard Plans for Road Construction and associated IRs are available at the following website: http://www.fdot.gov/design/standardplans

GOVERNING STANDARD SPECIFICATIONS:

Florida Department of Transportation, January 2022 Standard Specifications for Road and Bridge Construction at the following website: http://www.fdot.gov/programmanagement/Implemented/SpecBooks

THESE PLANS HAVE BEEN PREPARED IN ACCORDANCE WITH DECEMBER 2021 CITY OF DESTIN LAND DEVELOPMENT CODE, THE 2016 FLORIDA GREENBOOK, THE FY 2022-23 FDOT STANDARD PLANS, AND THE JANUARY 2022 FDOT STANDARD SPECIFICATIONS.

ROADWAY PLANS
ENGINEER OF RECORD:

MATTHEW A. TAYLOR, P.E.
P.E. NO.: 56985
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810
CONTRACT NO.:
VENDOR NO.:

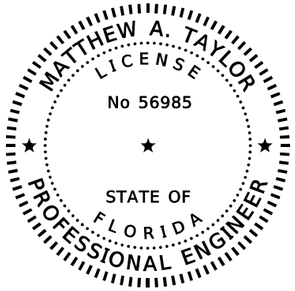
PROJECT MANAGER:

JOE D. BODI

SHEET NO. S-1

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

EXHIBIT C - SIGNING AND PAVEMENT MARKING PLANS



THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY

ON THE DATE ADJACENT TO THE SEAL

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

ATKINS NORTH AMERICA, INC.
482 S. KELLER ROAD
ORLANDO, FL 32810
MATTHEW A TAYLOR, P.E. NO. 56985

THE ABOVE NAMED PROFESSIONAL ENGINEER SHALL BE RESPONSIBLE FOR THE FOLLOWING SHEETS IN ACCORDANCE WITH RULE 61G15-23.004, F.A.C.

SHEET NO.	*SHEET DESCRIPTION*
S-1	*KEY SHEET*
S-1A	*SIGNATURE SHEET*
S-2	*TABULATION OF QUANTITIES*
S-3	*GENERAL NOTES*
S-4 TO S-9	*PLAN SHEETS*
S-10	*ROUNDABOUT DETAIL*

REVISIONS			
DATE	*DESCRIPTION*	*DATE*	*DESCRIPTION*

MATTHEW A. TAYLOR, P.E.
P.E. LICENSE NUMBER 56985
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32819
FBPE CERTIFICATE OF AUTHORIZATION NO. 24

CITY OF DESTIN

COUNTY	*CONSTRUCTION PLANS FOR:*
OKALOOSA	*DESTIN CROSS TOWN CONNECTOR*

SIGNATURE SHEET

SHEET NO.

S-1A

USER: tayl4789 *10/31/2022* *10:12:45 PM* *c:\pw_work\atknafl01\tayl4789\dms76952\SIGNRD01.dgn*

EXHIBIT C - SIGNING AND PAVEMENT MARKING PLANS

SUMMARY OF SIGNING & PAVEMENT MARKINGS

PAY ITEM NO.	DESCRIPTION	UNIT	SHEET NUMBERS												GRAND TOTAL		NOTES
			S-4		S-5		S-6		S-7		S-8		S-9				
			PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	
0700-1-11	SINGLE POST SIGN, F&I, GROUND MOUNT, UP TO 12 SF	AS	10				1		4		3		18		38		
0700-1-12	SINGLE POST SIGN, F&I, GROUND MOUNT, 12-20 SF	AS	1												2		
0700-1-50	SINGLE POST SIGN, RELOCATE	AS	2						1						3		
0700-1-60	SINGLE POST SIGN, REMOVE	AS	5						5		2				14		
0700-2-60	MULTI-POST SIGN, REMOVE	AS	1						1						2		
0705-10-1	OBJECT MARKER, TYPE 1	EA											2		2		
0705-10-4	OBJECT MARKER, TYPE 4	EA			3										3		
0706-1-3	RAISED PAVEMENT MARKER, TYPE B																
	BI-DIRECTIONAL YELLOW/YELLOW	EA													103		
	MONO-DIRECTIONAL YELLOW	EA													15		
0710-90	PAINTED PAVEMENT MARKINGS, FINAL SURFACE	LS													1		
0711-11-123	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12" FOR CROSSWALK AND ROUNDABOUT	LF													721		
0711-11-125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR STOP LINE AND CROSSWALK	LF													115		
0711-11-141	THERMOPLASTIC, STANDARD, WHITE, 2-4 DOTTED GUIDELINE/ 6-10 GAP EXTENSION, 6"	GM													0.057		
0711-11-144	THERMOPLASTIC, STANDARD, WHITE, 2-2 DOTTED EXTENSION LINE, 12" FOR ROUNDABOUT	GM													0.025		
0711-11-160	THERMOPLASTIC, STANDARD, WHITE, MESSAGE OR SYMBOL	EA													4		
0711-11-170	THERMOPLASTIC, STANDARD, WHITE, ARROW	EA													6		
0711-11-224	THERMOPLASTIC, STANDARD, YELLOW, SOLID, 18" FOR DIAGONAL AND CHEVRON	LF													64		
0711-14-125	THERMOPLASTIC, PREFORMED, WHITE, SOLID, 24" FOR CROSSWALK	LF													548		
0711-14-160	THERMOPLASTIC, PREFORMED, WHITE, MESSAGE	EA													5		
0711-14-170	THERMOPLASTIC, PREFORMED, WHITE, ARROW	EA													5		
0711-16-101	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SOLID, 6"	GM													1.210		
0711-16-201	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SOLID, 6"	GM													1.341		
0711-16-231	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SKIP, 6"	GM													0.022		

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

MATTHEW A. TAYLOR, P.E.
P.E. LICENSE NUMBER 56985
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32819
FBPE CERTIFICATE OF AUTHORIZATION NO. 24

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

TABULATION OF QUANTITIES

SHEET NO. S-2

GENERAL NOTES

1. THE PAVEMENT MARKINGS AT ALL EXISTING / PROPOSED INTERFACE LOCATIONS ARE TO MATCH IN TERMS OF ALIGNMENT.

2. ANY MARKINGS THAT NEED TO BE REMOVED MAY BE REMOVED BY ANY METHOD WHICH PRODUCES THE SAME RESULTS IN THE SAME MANNER AS HYDRO-BLASTING.

3. ALL REMOVED SIGNS BECOME THE PROPERTY OF THE CONTRACTOR TO BE DISPOSED OF PROPERLY UNLESS OTHERWISE NOTED ON THE PLANS.

4. VERIFY THE LENGTH OF SIGN COLUMN SUPPORTS IN THE FIELD PRIOR TO FABRICATION.

5. SIGN ASSEMBLY LOCATIONS SHOWN ON THE PLANS WHICH ARE IN CONFLICT WITH LIGHTING, UTILITIES, ETC. MAY BE ADJUSTED AS DIRECTED BY THE PROJECT ENGINEER.

6. CAUTION SHOULD BE EXERCISED IN THE INSTALLATION OF POST-MOUNTED ROADSIDE SIGNS IN ORDER TO PREVENT POSSIBLE DAMAGE TO BURIED UTILITIES. CONTRACTOR SHOULD CONSIDER HAND-DIGGING POST HOLES.

7. OUTSIDE CORNERS OF SIGN FACES TO BE CUT CONCENTRIC WITH BORDER. BORDER SHALL BE PARALLEL TO THE EDGE OF SIGN.

8. THE PROJECT ENGINEER MAY REQUIRE THE CONTRACTOR TO FIELD-ADJUST THE LOCATION OF ANY SIGN TO INSURE PROPER VISIBILITY. THE CLEARING AND TRIMMING OF ALL VEGETATION TO ALLOW CLEAR VISIBILITY OF SIGNS WILL BE THE RESPONSIBILITY OF THE CONTRACTOR. THIS CLEARING SHALL PERMIT UNOBSTRUCTED VIEWING OF THE SIGN FROM THE OUTSIDE LANE FOR A DISTANCE UP TO 1000 FEET IN ADVANCE OF THE SIGN. THE COST FOR CLEARING AND TRIMMING IS INCIDENTAL.

9. THE STREET NAME SIGNS SHALL BE KEPT VISIBLE AT ALL TIMES DURING CONSTRUCTION FOR EMERGENCY RESPONSE PERSONNEL.

10. REMOVE AND REPLACE ALL EXISTING SIGNS THAT CONFLICT WITH CONSTRUCTION OPERATIONS. IF SIGNS ARE DAMAGED BY THE CONTRACTOR, THE SIGNS SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE.

11. FINAL PAVEMENT MARKINGS SHALL BE THERMOPLASTIC.

12. FOR SIGN DETAILS, USE THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" PUBLISHED BY THE U.S. DEPARTMENT OF TRANSPORTATION, FEDERAL HIGHWAY ADMINISTRATION, 2009.

13. ANY EXISTING SIGNS THAT ARE TO BE RELOCATED AND ARE DAMAGED BEYOND USE BY THE CONTRACTOR, AS DETERMINED BY THE PROJECT ENGINEER, SHALL BE REPLACED BY THE CONTRACTOR AT HIS EXPENSE.

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REVISIONS			
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482 SOUTH KELLER ROAD
ORLANDO, FL 32819
FBPE CERTIFICATE OF AUTHORIZATION NO. 24

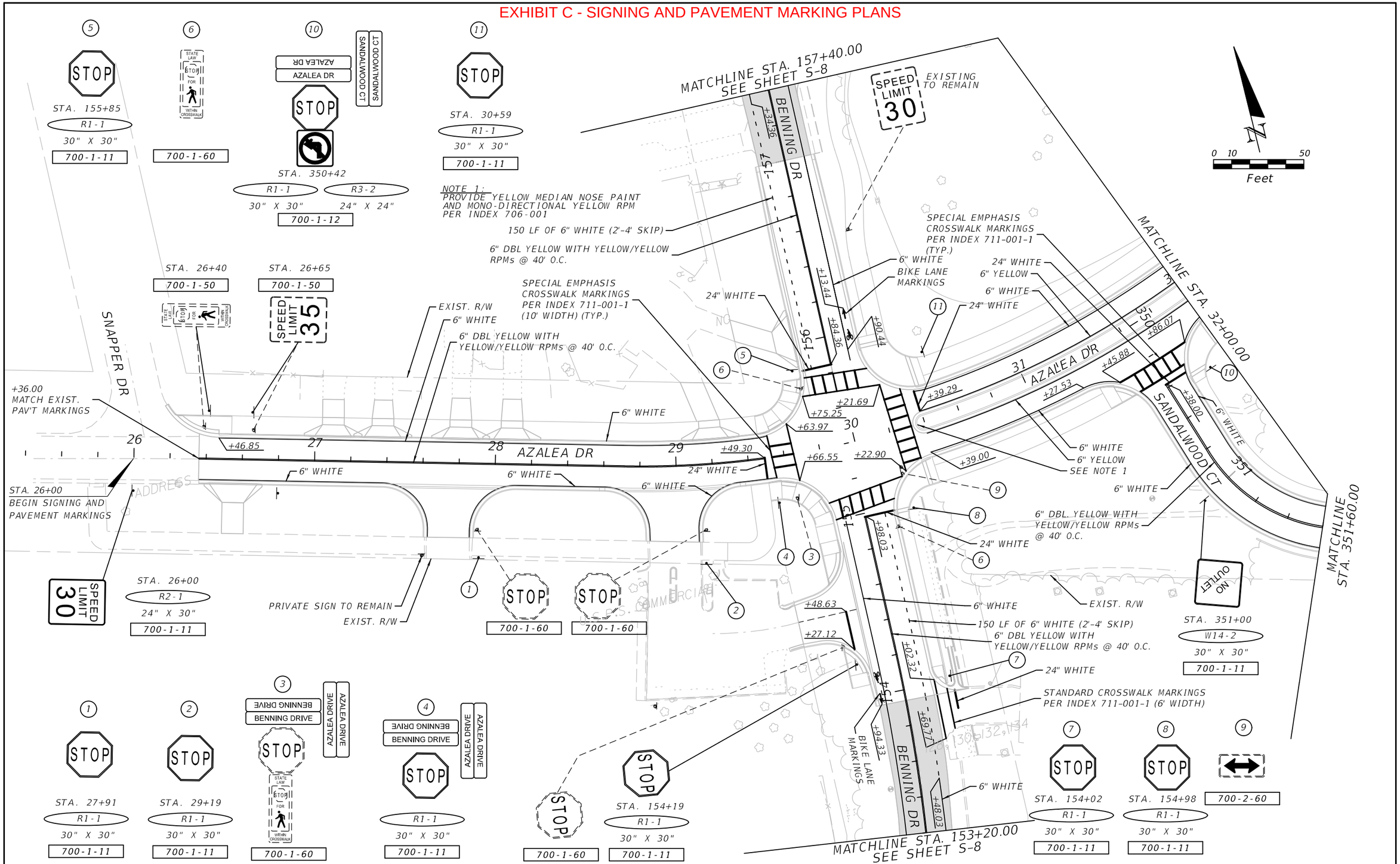
CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

SIGNING AND PAVEMENT MARKING NOTES

SHEET NO. S-3

EXHIBIT C - SIGNING AND PAVEMENT MARKING PLANS



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

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ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32819
FBPE CERTIFICATE OF AUTHORIZATION NO. 24

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

SIGNING & PAVEMENT MARKINGS

SHEET NO.
S-4

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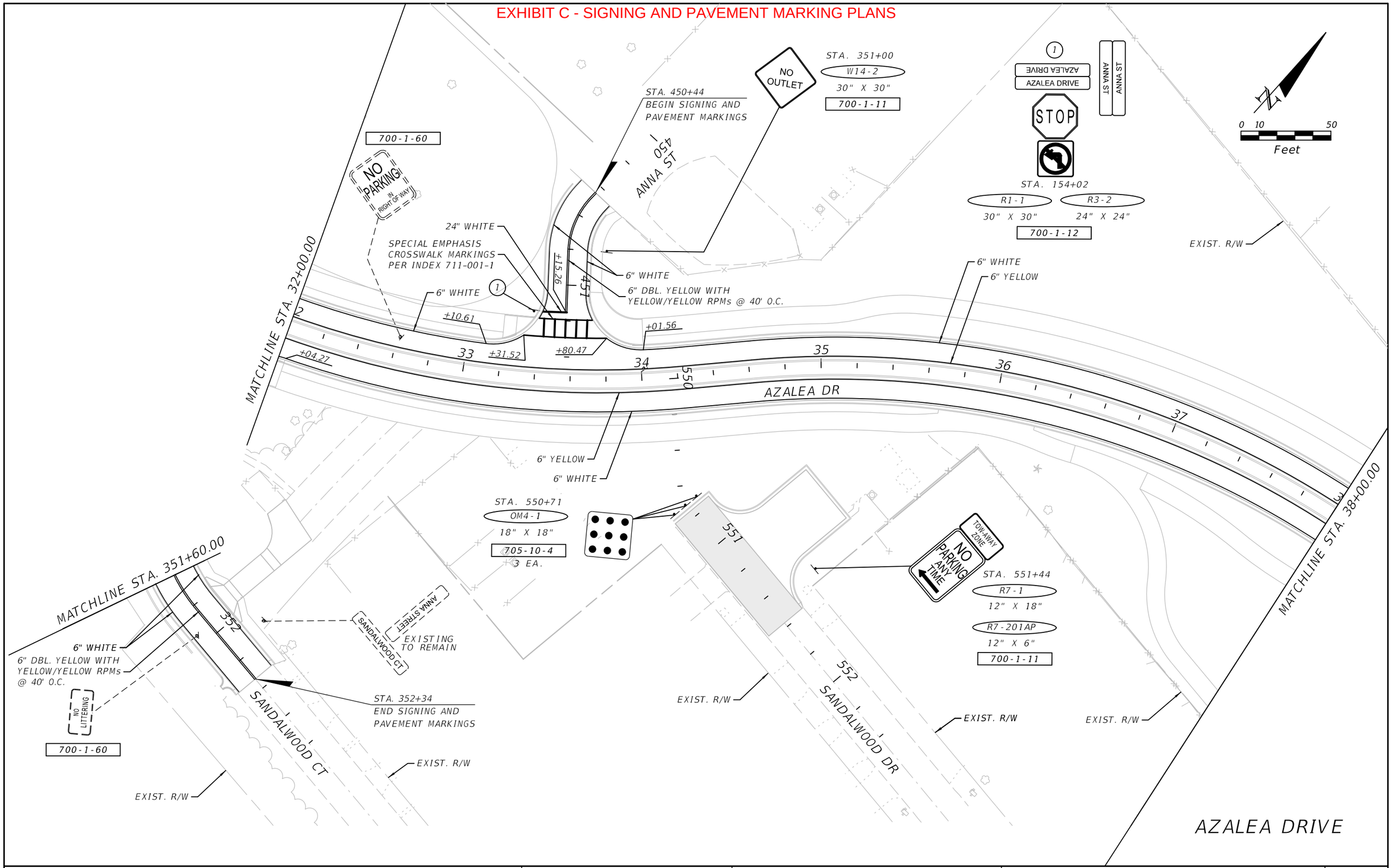
EXHIBIT C - SIGNING AND PAVEMENT MARKING PLANS



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

MATTHEW A. TAYLOR, P.E.
P.E. LICENSE NUMBER 56985
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32819
FBPE CERTIFICATE OF AUTHORIZATION NO. 24

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

SIGNING & PAVEMENT MARKINGS

SHEET NO. S-5

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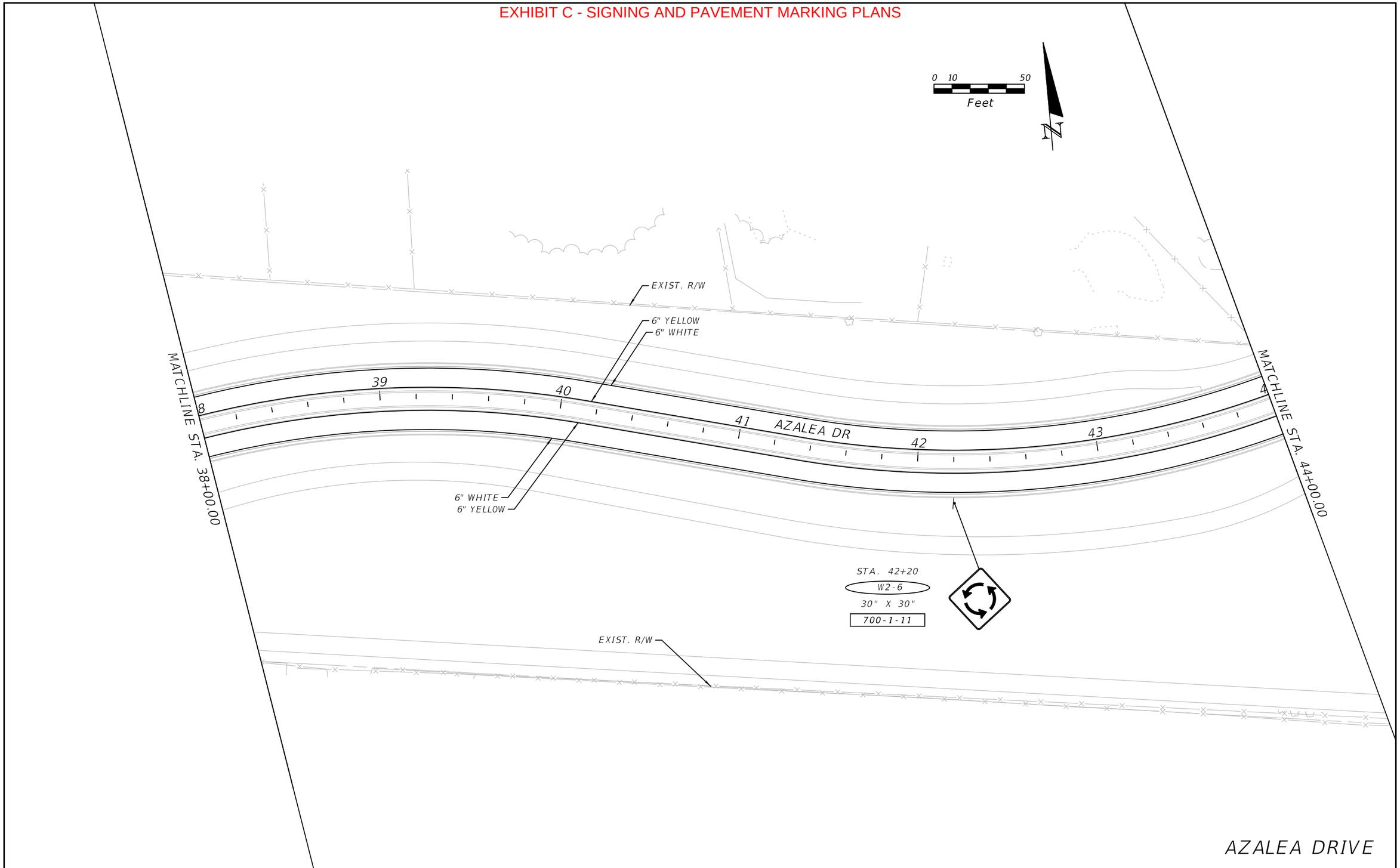
EXHIBIT C - SIGNING AND PAVEMENT MARKING PLANS



REVISIONS						
DATE	DESCRIPTION	DATE	DESCRIPTION	MATTHEW A. TAYLOR, P.E. P.E. LICENSE NUMBER 56985 ATKINS NORTH AMERICA, INC. 482 SOUTH KELLER ROAD ORLANDO, FL 32819 FBPE CERTIFICATE OF AUTHORIZATION NO. 24	CITY OF DESTIN COUNTY: OKALOOSA CONSTRUCTION PLANS FOR: DESTIN CROSS TOWN CONNECTOR	SIGNING & PAVEMENT MARKINGS	SHEET NO. S-6

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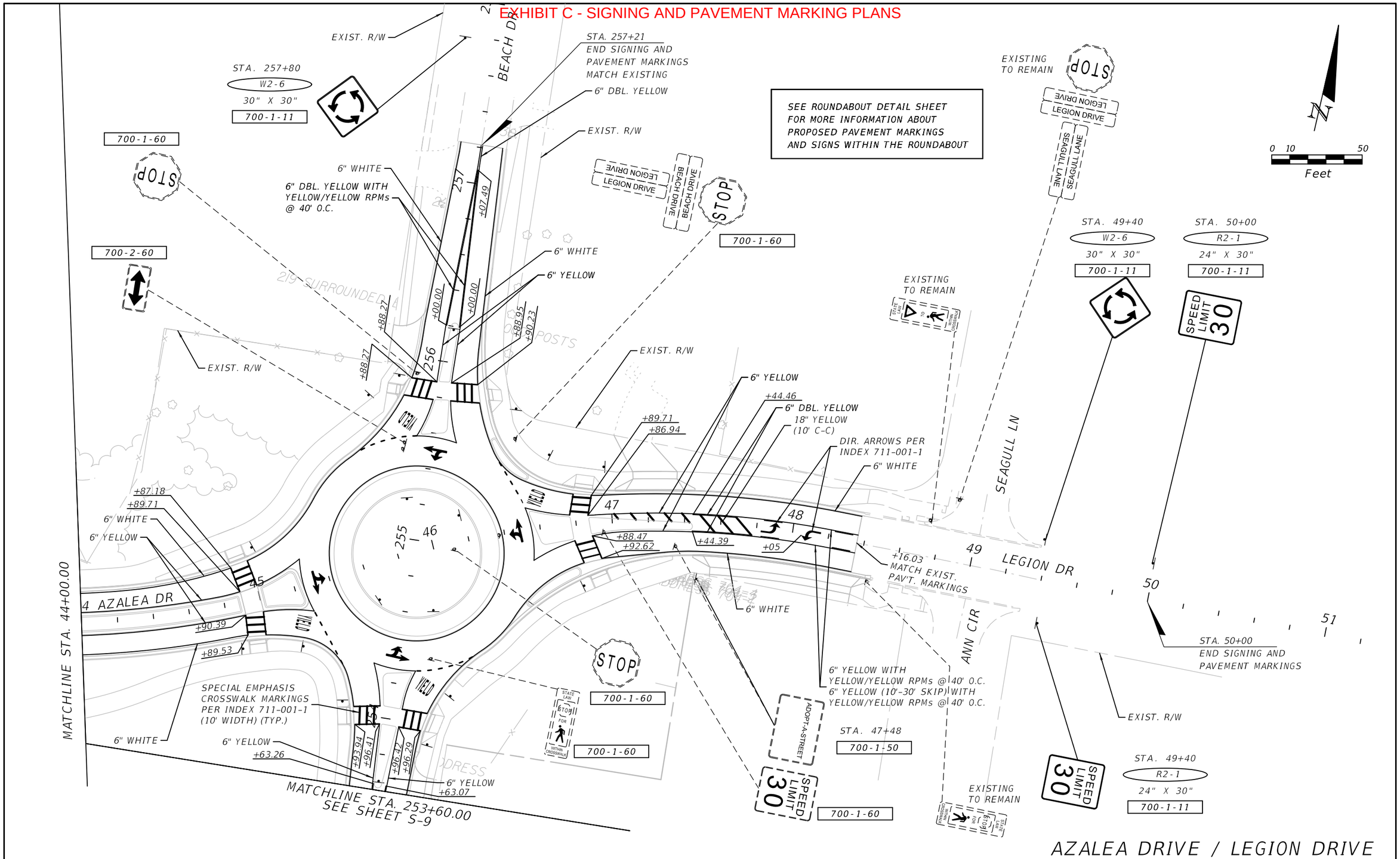
EXHIBIT C - SIGNING AND PAVEMENT MARKING PLANS



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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

MATTHEW A. TAYLOR, P.E.
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ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32819
FBPE CERTIFICATE OF AUTHORIZATION NO. 24

CITY OF DESTIN

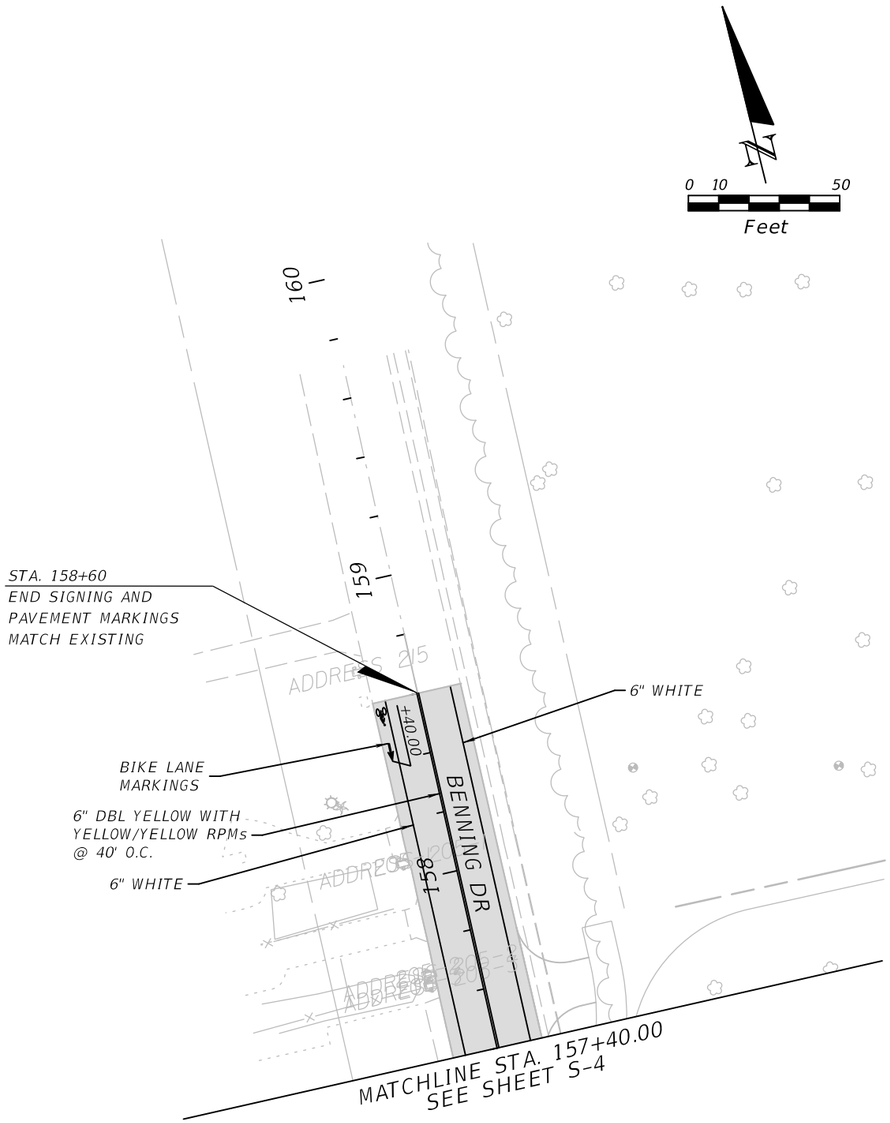
COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

SIGNING & PAVEMENT MARKINGS

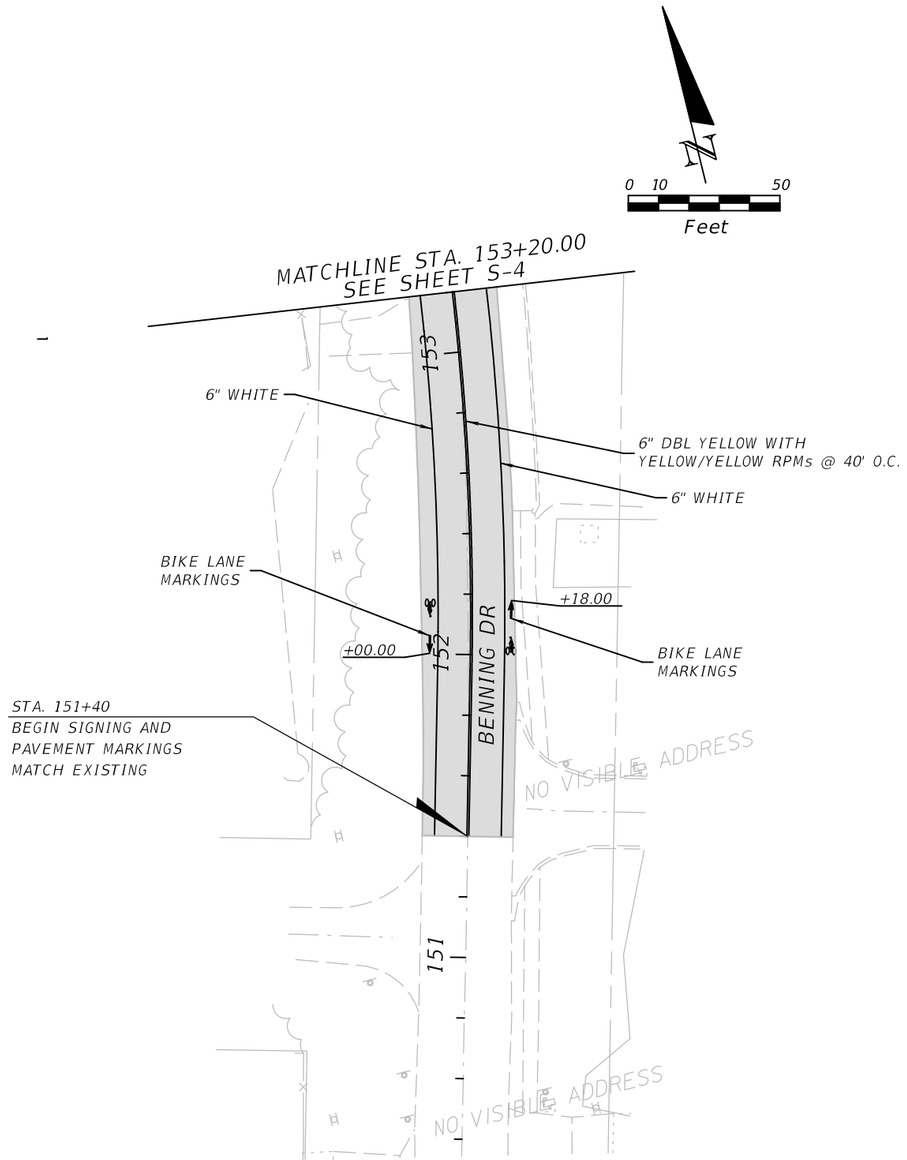
SHEET NO.
S-7

USER: tayl4789 10/31/2022 10:13:04 PM c:\pw_work\atknafl01\tayl4789\dms76952\PLANSP04.dgn

EXHIBIT C - SIGNING AND PAVEMENT MARKING PLANS



BENNING DRIVE



BENNING DRIVE

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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

MATTHEW A. TAYLOR, P.E.
P.E. LICENSE NUMBER 56985
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32819
FBPE CERTIFICATE OF AUTHORIZATION NO. 24

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

SIGNING & PAVEMENT MARKINGS

SHEET NO. S-8

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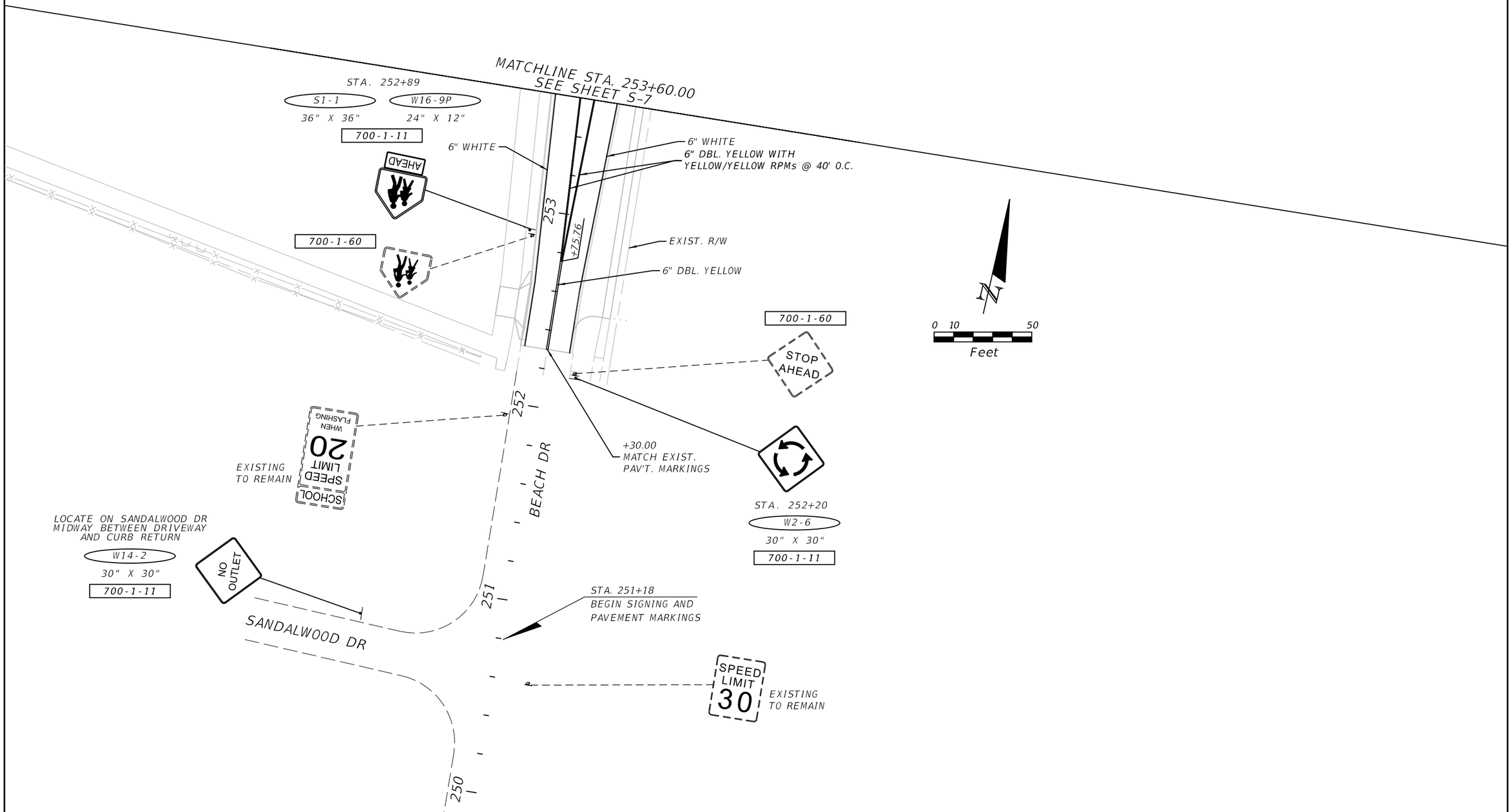
EXHIBIT C - SIGNING AND PAVEMENT MARKING PLANS



BEACH DRIVE

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

MATTHEW A. TAYLOR, P.E.
P.E. LICENSE NUMBER 56985
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32819
FBPE CERTIFICATE OF AUTHORIZATION NO. 24

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

SIGNING & PAVEMENT MARKINGS

SHEET NO. S-9

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EXHIBIT C - SIGNING AND PAVEMENT MARKING PLANS

R1-2
36" X 36"
700-1-11 4 EA.

1 STA. 45+89
2 STA. 46+70
3 STA. 45+86
4 STA. 45+17

R6-4
30" X 24"
700-1-11 4 EA.

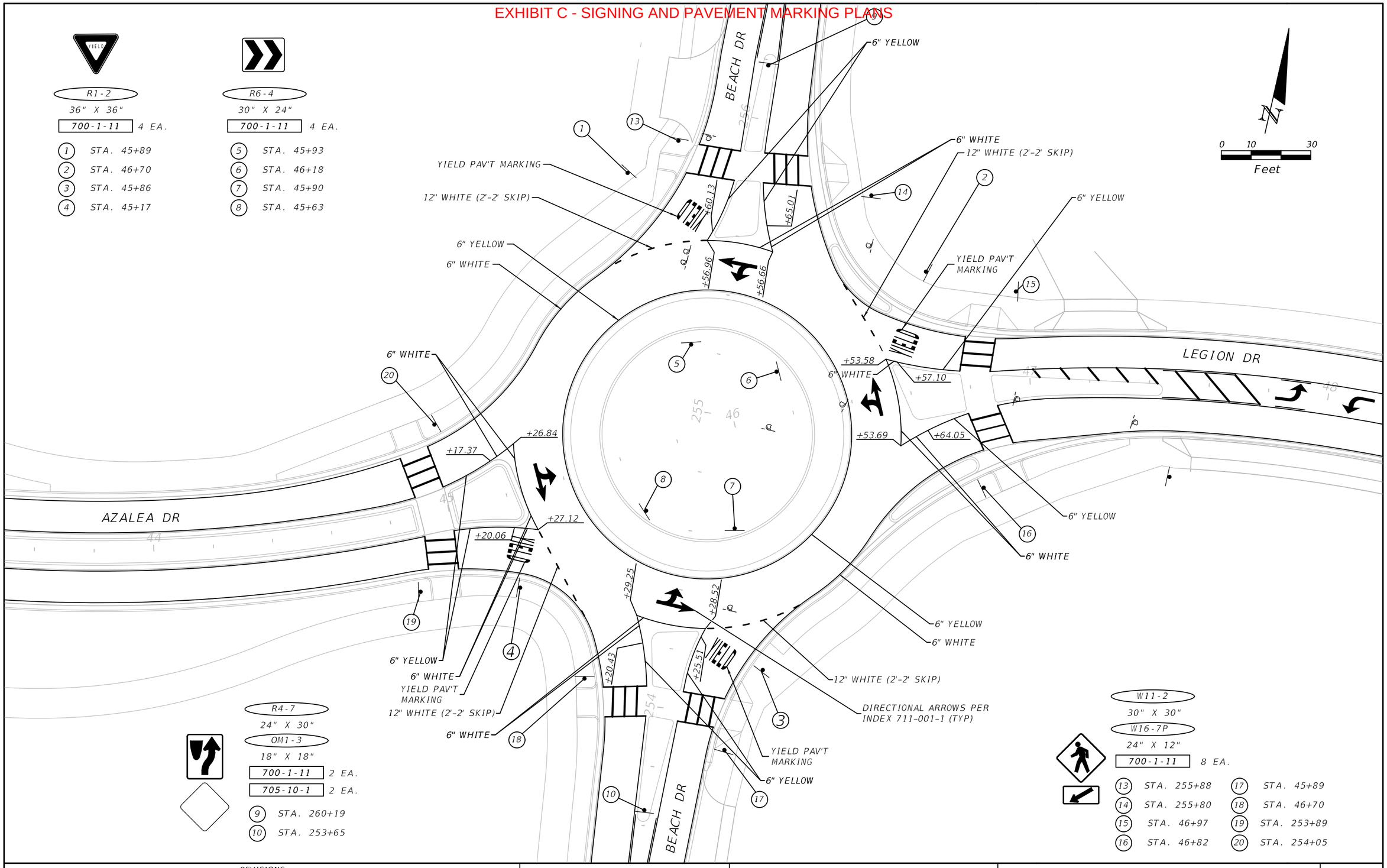
5 STA. 45+93
6 STA. 46+18
7 STA. 45+90
8 STA. 45+63

R4-7
24" X 30"
OM1-3
18" X 18"
700-1-11 2 EA.
705-10-1 2 EA.

9 STA. 260+19
10 STA. 253+65

W11-2
30" X 30"
W16-7P
24" X 12"
700-1-11 8 EA.

13 STA. 255+88
14 STA. 255+80
15 STA. 46+97
16 STA. 46+82
17 STA. 45+89
18 STA. 46+70
19 STA. 253+89
20 STA. 254+05



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

MATTHEW A. TAYLOR, P.E.
P.E. LICENSE NUMBER 56985
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32819
FBPE CERTIFICATE OF AUTHORIZATION NO. 24

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

ROUNDABOUT DETAIL

SHEET NO. S-10

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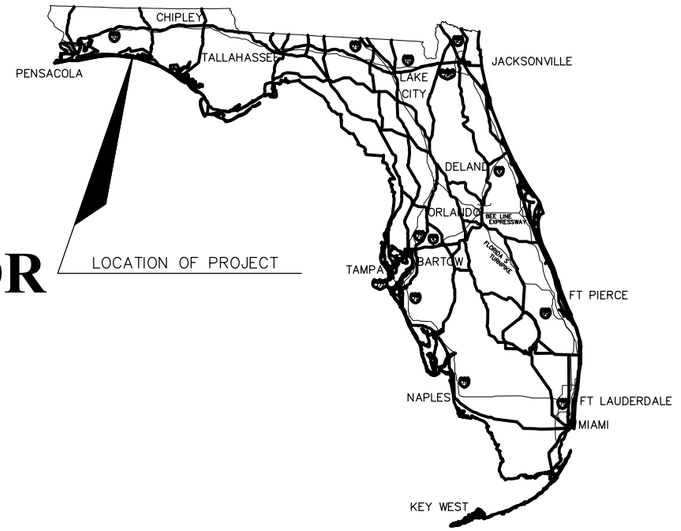
EXHIBIT D - LIGHTING PLANS

CITY OF DESTIN, FLORIDA

CONSTRUCTION PLANS

FOR

DESTIN CROSS TOWN CONNECTOR ROADWAY PROJECT



INDEX OF LIGHTING PLANS

SHEET NO.	SHEET DESCRIPTION
E-001	COVER SHEET
E-002	SUMMARY OF LIGHTING
E-003	ELECTRICAL LEGEND & NOTES
E-004	PANEL SCHEDULES & SPECIFICATIONS
E-005	LIGHTING SCHEDULE & DETAILS
E-100	STREET LIGHTING PLAN A-B
E-101	STREET LIGHTING PLAN C-D
E-102	STREET LIGHTING PLAN E-F
E-103	STREET LIGHTING PLAN G-H

LIGHTING PLANS

LIGHTING SHOP DRAWINGS TO BE SUBMITTED TO:

PROVIDED FOR INFORMATION ONLY
NO PHASE 1 CONSTRUCTION IN THIS SET

PREPARED BY:

ATKINS NORTH AMERICA, INC.
2114 Airport Blvd, Suite 1450
Pensacola, Florida 32504
Phone No. 850.478.9844
Certificate of Authorization # 24

BAGWELL ENGINEERING, INC.
216 E. Government St.
Pensacola, Florida 32502
Phone No. 850.462-8040
Fl Authorization # 30167

NOTE: THE SCALE OF THESE PLANS MAY HAVE CHANGED DUE TO REPRODUCTION.

100% PLANS
NOVEMBER 2022

KEY SHEET REVISIONS		
DATE	BY	DESCRIPTION

LIGHTING PLANS ENGINEER OF RECORD: DAVID M. BAGWELL, P.E.

P.E. NO.: 59251

THESE PLANS HAVE BEEN PREPARED IN ACCORDANCE WITH THE LATEST CITY OF DESTIN LAND DEVELOPMENT CODE AND FDOT STANDARDS & SPECIFICATIONS.

SHEET NO. E-001

SUMMARY OF LIGHTING

ITEM NO.	DESCRIPTION	UNIT	SHEET NUMBERS							
			E-100		E-101		E-102		E-103	
			PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL
630-2-11	CONDUIT IN OPEN TRENCH	LF	1350		1500		1600		1150	
639-1-122	NEW UNDERGROUND ELECTRIC POWER SERVICE WITH METER BASE	AS	1		–		–		1	
639-2-1	ELECTRIC SERVICE WIRE	LF	300		–		–		300	
715-1-11	LIGHTING-CONDUCTORS	LF	4050		4500		4800		3450	
715-4-215	LIGHT POLE COMPLETE (LUMINAIRE, POLE, FOUNDATION)	EA	16		17		17		14	
715-5-31	LUMINAIRE & BRACKET ARM	EA	16		17		17		15	
715-500-1	LIGHT POLE CABLE DISTRIBUTION SYSTEM	EA	16		17		17		14	

REVISIONS

DATE	DESCRIPTION	DATE	DESCRIPTION

BAGWELL ENGINEERING, INC
216 E. Government St. FL Authorization No. 30167
Pensacola, FL 32502 FL PE No. 59251
Phone: (850) 462-8040 Job Number: 21-061

ATKINS

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
		100044431

SUMMARY OF LIGHTING

SHEET NO.
E-002

EXHIBIT D - LIGHTING PLANS

ELECTRICAL GENERAL NOTES

1. GENERAL CONTRACTOR SHALL FIELD-VERIFY ALL EXISTING CONDITIONS PRIOR TO BEGINNING ANY WORK, AND SHALL IMMEDIATELY NOTIFY THE ENGINEER OF ANY DISCREPANCIES. FAILURE TO DO SO INDICATES THAT THE CONTRACTOR ACCEPTS THE CONDITIONS AS THEY EXIST, AND SHALL PERFORM THE WORK REQUIRED AS SHOWN AND SPECIFIED.
2. FURNISH ALL EQUIPMENT AND LABOR, PERFORM ALL LABOR WITH SUPERVISION, BEAR ALL EXPENSES, AS NECESSARY FOR THE SATISFACTORY COMPLETION OF ALL WORK READY FOR OPERATION.
3. COMPLY WITH ALL LOCAL CODE, LAWS, AND ORDINANCES APPLICABLE TO ELECTRICAL WORK, THE STATE BUILDING CODE, THE NATIONAL ELECTRIC CODE, AND UFC PUBLICATIONS. OBTAIN ALL PERMITS REQUIRED BY LOCAL ORDINANCES.
4. THE GENERAL CONTRACTOR SHALL NOTIFY THE CONTRACT MANAGER IMMEDIATELY OF ANY CONFLICTS/DISCREPANCIES BETWEEN DISCIPLINES BEFORE ORDERING EQUIPMENT/MATERIALS.
5. ALL CONDUCTORS INDICATED ON PLAN SHALL BE COPPER UNLESS NOTED OTHERWISE.
6. ALL ELECTRICAL WORK AND MATERIALS USED IN THIS PROJECT SHALL BE NEW, UNDERWRITERS' LABORATORIES (UL) LISTED AND LABELED, AND SHALL BE FURNISHED AND INSTALLED BY THE CONTRACTOR UNLESS NOTED OTHERWISE.
7. THE CONDUIT SYSTEMS UTILIZED SHALL BE AS FOLLOWS:
   A) BELOW GRADE – PVC SCHEDULE 80
   B) TRANSITIONS FROM BELOW GRADE (WHICH SHALL INCLUDE A 'RSC' FACTORY 90 DEGREE ELBOW) TO ABOVE GRADE AND/OR THRU SLAB – RIGID GALVANIZED STEEL (RGS)
8. ALL NEW CONDUITS RUN UNDERGROUND SHALL HAVE A MINIMUM BURIAL DEPTH OF 36" UNLESS NOTED OTHERWISE
9. WHERE CONFLICTS OCCUR ON ELECTRICAL DRAWINGS BETWEEN DRAWINGS, SPECIFICATIONS AND CODES, THE MOST STRINGENT REQUIREMENT THAT APPLIES SHALL BE ADHERED TO.
10. COORDINATE ALL WORK WITH OTHER TRADES PRIOR TO INSTALLATION.
11. ALL FINISHES AND COLORS SHALL BE APPROVED BY CITY OF DESTIN PRIOR TO ORDERING MATERIALS.
12. ALL GROUNDING SHALL BE IN ACCORDANCE WITH NEC.
13. ALL WIRING FOR LIGHTING CIRCUITS SHALL BE A MINIMUM OF #10 AWG COPPER UNLESS NOTED OTHERWISE.
14. ALL PANELBOARDS SHALL BE IN STAINLESS STEEL ENCLOSURES.
15. MINIMUM CONDUIT SIZE FOR LIGHTING CIRCUITS SHALL BE 1".

ELECTRICAL LEGEND

BRANCH CIRCUITING

- RUN UNDERGROUND
- LA-1 — HOMERUN TO PANEL. ANY CIRCUIT WITHOUT FURTHER IDENTIFICATION INDICATES 2 #10, 1 #10 GROUND – 1" C; 3 #10, 1 #10 GROUND – 1" C; 4 #10, 1 #10 GROUND – 3/4" C; ETC. AS PER NEC. LETTERS AND NUMERALS INDICATE PANEL AND CIRCUIT NUMBER

LIGHTING

- POLE MOUNTED LED LIGHTING FIXTURE

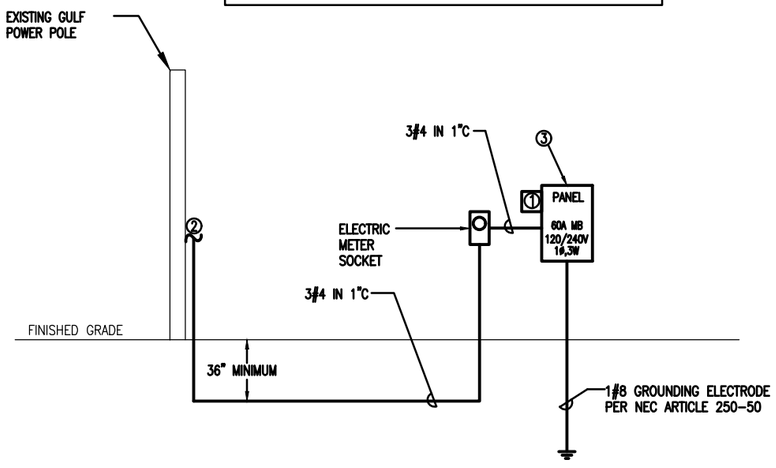
PANELS AND POWER

- 120/240V PANELBOARD. SEE TYPICAL PANEL MOUNTING DETAIL THIS SHEET.

MISCELLANEOUS

C.	CONDUIT
EMT	ELECTRICAL METALLIC TUBING
GND.	GROUND
GFCI	GROUND FAULT CIRCUIT INTERRUPTER
LFMC	LIQUID FLEXIBLE METAL CONDUIT
MTD.	MOUNTED
PVC	POLYVINYL CHLORIDE
RSC	RIGID STEEL CONDUIT
RGS	RIGID GALVANIZED STEEL
U.N.O.	UNLESS NOTED OTHERWISE
V.	VOLTS
WP	WEATHERPROOF

ELECTRICAL CONTRACTOR SHALL INCLUDE ALL REQUIRED UTILITY FEES IN THEIR BID.



TYPICAL POWER RISER DIAGRAM

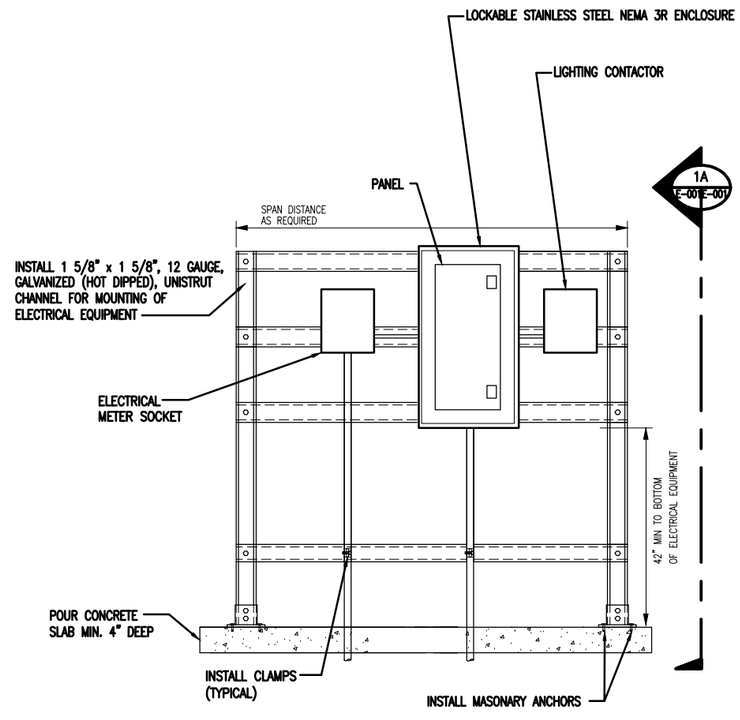
NOT TO SCALE

SITE POWER RISER DIAGRAM KEYNOTES:

① SURGE SUPPRESSOR;

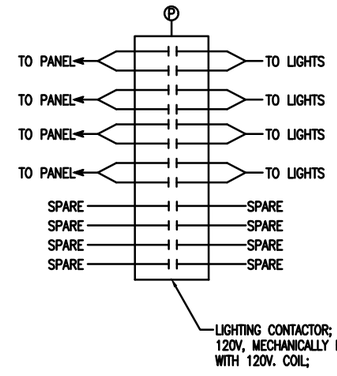
② 3#4 IN 1"C; COORDINATE EXACT CONNECTION WITH GULF POWER PRIOR TO CONSTRUCTION.

③ LOCKABLE STAINLESS STEEL NEMA 3R ENCLOSURE



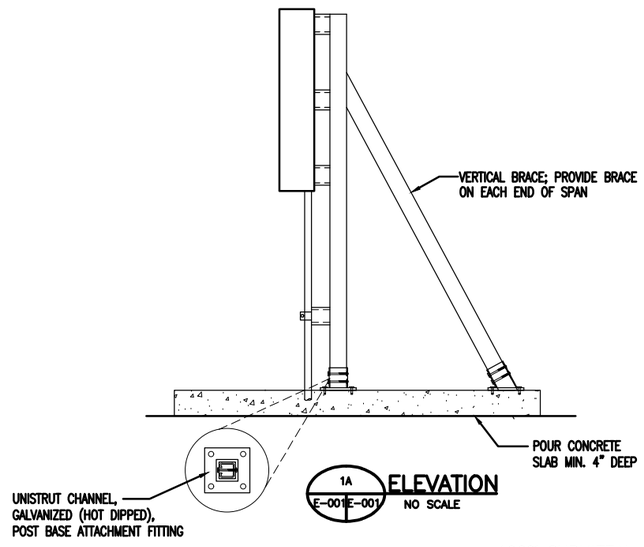
TYPICAL PANEL MOUNTING DETAIL

NOT TO SCALE



TYPICAL LIGHTING CONTROL DIAGRAM

NOT TO SCALE



100% SUBMITTAL
NOT FOR CONSTRUCTION

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BAGWELL ENGINEERING, INC
216 E. Government St. FL Authorization No. 30167
Pensacola, FL 32502 FL PE No. 59251
Phone: (850) 462-8040 Job Number: 21-061

ATKINS

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	OKALOOSA	100044431

ELECTRICAL LEGEND & NOTES

SHEET NO. E-003

EXHIBIT D - LIGHTING PLANS

120/240 VOLT 1ø 3W
60 AMP MAIN BREAKER

CIRCUIT BREAKER PANEL SCHEDULE LA1

UNISTRUT MOUNTED
NEMA 3R ENCLOSURE

CKT	LOAD DESCRIPTION	BREAKER POLE	BREAKER AMP	LOAD KVA		BREAKER AMP	BREAKER POLE	LOAD DESCRIPTION	CKT
1	LIGHTS	2	20	1.92	1.15	20	2	LIGHTS	2
3	↑	↑	↑			↑	↑	↑	4
5	LIGHTS	2	20	1.28	1.79	20	2	LIGHTS	6
7	↑	↑	↑			↑	↑	↑	8
9	LIGHTING CONTACTOR	1	20			20	2	SPARE	10
11	SPACE ONLY	–	––			↑	↑	↑	12
13	SPACE ONLY	–	––			––	–	SPACE ONLY	14
15	SPACE ONLY	–	––			––	–	SPACE ONLY	16
17	SPACE ONLY	–	––			––	–	SPACE ONLY	18
9	SPACE ONLY	–	––			––	–	SPACE ONLY	10
11	SPACE ONLY	–	––			30	2	SURGE SUPPRESSOR	12
13	SPACE ONLY	–	––			↑	↑	↑	14

TOTAL CONNECTED LOAD: 6.14 kVA
MINIMUM INTERRUPTING CAPACITY: 10,000 AMPS SYMMETRICAL

120/240 VOLT 1ø 3W
60 AMP MAIN BREAKER

CIRCUIT BREAKER PANEL SCHEDULE LA2

UNISTRUT MOUNTED
NEMA 3R ENCLOSURE

CKT	LOAD DESCRIPTION	BREAKER POLE	BREAKER AMP	LOAD KVA		BREAKER AMP	BREAKER POLE	LOAD DESCRIPTION	CKT
1	LIGHTS	2	20	1.41	1.02	20	2	LIGHTS	2
3	↑	↑	↑			↑	↑	↑	4
5	LIGHTS	2	20	1.41		20	2	SPARE	6
7	↑	↑	↑			↑	↑	↑	8
9	LIGHTING CONTACTOR	1	20			––	–	SPACE ONLY	10
11	SPACE ONLY	–	––			––	–	SPACE ONLY	12
13	SPACE ONLY	–	––			––	–	SPACE ONLY	14
15	SPACE ONLY	–	––			––	–	SPACE ONLY	16
17	SPACE ONLY	–	––			––	–	SPACE ONLY	18
9	SPACE ONLY	–	––			––	–	SPACE ONLY	10
11	SPACE ONLY	–	––			30	2	SURGE SUPPRESSOR	12
13	SPACE ONLY	–	––			↑	↑	↑	14

TOTAL CONNECTED LOAD: 3.58 kVA
MINIMUM INTERRUPTING CAPACITY: 10,000 AMPS SYMMETRICAL

CONDUIT SPECIFICATIONS

1. RIGID METAL CONDUIT SHALL COMPLY WITH UL 6.
2. PVC CONDUIT FOR FOR DIRECT BURIAL SHALL BE SCHEDULE 80 AND COMPLY WITH UL 651 AND NEMA TC 2.
3. RUN CONDUIT IN STRAIGHT LINES EXCEPT WHERE A CHANGE OF DIRECTION IS NECESSARY. PROVIDE NUMBERS AND SIZES OF DUCTS AS INDICATED.
4. PERFORM CHANGES IN DUCTBANK DIRECTION AS FOLLOWS:
   A. SHORT–RADIUS MANUFACTURED 90–DEGREE DUCT BENDS MAY BE USED ONLY FOR POLE OR EQUIPMENT RISERS, UNLESS SPECIFICALLY INDICATED AS ACCEPTABLE.
   B. THE MINIMUM MANUFACTURED BEND RADIUS MUST BE 18 INCHES
   C. AS AN EXCEPTION TO THE BEND RADIUS REQUIRED ABOVE, PROVIDE FIELD MANUFACTURED LONGSWEEP BENDS HAVING A MINIMUM RADIUS OF 25 FEET FOR A CHANGE OF DIRECTION OF MORE THAN 5 DEGREES, EITHER HORIZONTALLY OR VERTICALLY, USING A COMBINATION OF CURVED AND STRAIGHT SECTIONS. MAXIMUM MANUFACTURED CURVED SECTIONS: 30 DEGREES.
5. DUCTS MUST BE KEPT CLEAN OF CONCRETE, DIRT, OR FOREIGN SUBSTANCES DURING CONSTRUCTION. FIELD CUTS REQUIRING TAPERS MUST BE MADE WITH PROPER TOOLS AND MATCH FACTORY TAPERS. A COUPLING RECOMMENDED BY THE DUCT MANUFACTURER MUST BE USED WHENEVER AN EXISTING DUCT IS CONNECTED TO A DUCT OF DIFFERENT MATERIAL OR SHAPE. DUCTS MUST BE STORED TO AVOID WARPING AND DETERIORATION WITH ENDS SUFFICIENTLY PLUGGED TO PREVENT ENTRY OF ANY WATER OR SOLID SUBSTANCES. DUCTS MUST BE THOROUGHLY CLEANED BEFORE BEING LAID. PLASTIC DUCTS MUST BE STORED ON A FLAT SURFACE AND PROTECTED FROM THE DIRECT RAYS OF THE SUN.
6. DRAW A STIFF BRISTLE BRUSH THROUGH UNTIL CONDUIT IS CLEAR OF PARTICLES OF EARTH, SAND AND GRAVEL; THEN IMMEDIATELY INSTALL CONDUIT PLUGS.
5. DEPTHS TO TOP OF THE CONDUIT FOR BRANCH CIRCUITS MUST BE NOT LESS THAN 24 INCHES BELOW FINISHED GRADE. PROVIDE NOT LESS THAN 3 INCHES CLEARANCE FROM THE CONDUIT TO EACH SIDE OF THE TRENCH. GRADE BOTTOM OF TRENCH SMOOTH; WHERE ROCK, SOFT SPOTS, OR SHARP–EDGED MATERIALS ARE ENCOUNTERED, EXCAVATE THE BOTTOM FOR AN ADDITIONAL 3 INCHES, FILL AND TAMP LEVEL WITH ORIGINAL BOTTOM WITH SAND OR EARTH FREE FROM PARTICLES, THAT WOULD BE RETAINED ON A 1/4 INCH SIEVE. THE FIRST 6 INCH LAYER OF BACKFILL COVER MUST BE SAND COMPACTED AS PREVIOUSLY SPECIFIED. THE REST OF THE EXCAVATION MUST BE BACKFILLED AND COMPACTED IN< 3 TO 6 INCH LAYERS. PROVIDE RED 3 INCH WIDE DETECTABLE WARNING TAPE.

PANELBOARD SPECIFICATIONS

PANELBOARDS

PART 1 – GENERAL
1.1 SUMMARY
A. SECTION INCLUDES DISTRIBUTION PANELBOARDS AND LIGHTING AND APPLIANCE BRANCH–CIRCUIT PANELBOARDS.
1.2 QUALITY ASSURANCE
A. ELECTRICAL COMPONENTS, DEVICES, AND ACCESSORIES: LISTED AND LABELED AS DEFINED IN NFPA 70, BY A QUALIFIED TESTING AGENCY, AND MARKED FOR INTENDED LOCATION AND APPLICATION.
B. COMPLY WITH NEMA PB 1.
C. COMPLY WITH NFPA 70.
1.3 WARRANTY
A. SPECIAL WARRANTY: MANUFACTURER'S STANDARD FORM IN WHICH MANUFACTURER AGREES TO REPAIR OR REPLACE TRANSIENT VOLTAGE SUPPRESSION DEVICES THAT FAIL IN MATERIALS OR WORKMANSHIP WITHIN SPECIFIED WARRANTY PERIOD.
1. WARRANTY PERIOD: FIVE YEARS FROM DATE OF SUBSTANTIAL COMPLETION.
PART 2 – PRODUCTS
2.1 GENERAL REQUIREMENTS FOR PANELBOARDS
A. ENCLOSURES: SURFACE–MOUNTED CABINETS.
1. RATED FOR ENVIRONMENTAL CONDITIONS AT INSTALLED LOCATION.
a. OUTDOOR LOCATIONS: NEMA 250, TYPE 3R, STAINLESS STEEL.
2. FRONT: SECURED TO BOX WITH CONCEALED TRIM CLAMPS.
3. HINGED FRONT COVER: ENTIRE FRONT TRIM HINGED TO BOX AND WITH STANDARD DOOR WITHIN HINGED TRIM COVER.
4. DIRECTORY CARD: INSIDE PANELBOARD DOOR, MOUNTED IN TRANSPARENT CARD HOLDER.
B. INCOMING MAINS LOCATION: TOP AND BOTTOM.
C. PHASE, NEUTRAL, AND GROUND BUSES: HARD–DRAWN COPPER, 98 PERCENT CONDUCTIVITY.
D. CONDUCTOR CONNECTORS: SUITABLE FOR USE WITH CONDUCTOR MATERIAL AND SIZES.
1. MATERIAL: HARD–DRAWN COPPER, 98 PERCENT CONDUCTIVITY.
2. MAIN AND NEUTRAL LUGS: MECHANICAL TYPE.
3. GROUND LUGS AND BUS CONFIGURED TERMINATORS: MECHANICAL TYPE.
4. FEED–THROUGH LUGS: MECHANICAL TYPE, SUITABLE FOR USE WITH CONDUCTOR MATERIAL. LOCATE AT OPPOSITE END OF BUS FROM INCOMING LUGS OR MAIN DEVICE.
5. SUBFEED (DOUBLE) LUGS: MECHANICAL TYPE SUITABLE FOR USE WITH CONDUCTOR MATERIAL. LOCATE AT SAME END OF BUS AS INCOMING LUGS OR MAIN DEVICE.
E. SERVICE EQUIPMENT LABEL: NRTL LABELED FOR USE AS SERVICE EQUIPMENT FOR PANELBOARDS WITH ONE OR MORE MAIN SERVICE DISCONNECTING AND OVERCURRENT PROTECTIVE DEVICES.
F. FUTURE DEVICES: MOUNTING BRACKETS, BUS CONNECTIONS, FILLER PLATES, AND NECESSARY APPURTENANCES REQUIRED FOR FUTURE INSTALLATION OF DEVICES.
G. PANELBOARD SHORT–CIRCUIT CURRENT RATING: RATED FOR SERIES–CONNECTED SYSTEM WITH INTEGRAL OR REMOTE UPSTREAM OVERCURRENT PROTECTIVE DEVICES AND LABELED BY AN NRTL. INCLUDE SIZE AND TYPE OF ALLOWABLE UPSTREAM AND BRANCH DEVICES, AND LISTED AND LABELED FOR SERIES–CONNECTED SHORT–CIRCUIT RATING BY AN NRTL.
H. PANELBOARD SHORT–CIRCUIT CURRENT RATING: FULLY RATED TO INTERRUPT SYMMETRICAL SHORT–CIRCUIT CURRENT AVAILABLE AT TERMINALS.
2.2 PERFORMANCE REQUIREMENTS
A. SURGE SUPPRESSION: FACTORY INSTALLED AS AN INTEGRAL PART OF INDICATED PANELBOARDS, COMPLYING WITH UL 1449 SPD TYPE 1.
2.3 PANELBOARDS
A. PANELBOARDS, AS SPECIFIED IN THIS ARTICLE, FALL UNDER REQUIREMENTS OF "POWER PANELBOARDS" IN NFPA 70.
B. PANELBOARDS: NEMA PB 1, POWER AND FEEDER DISTRIBUTION TYPE.
C. DOORS: SECURED WITH VAULT–TYPE LATCH WITH TUMBLER LOCK; KEYED ALIKE.
D. MAINS: CIRCUIT BREAKER.
E. BRANCH OVERCURRENT PROTECTIVE DEVICES: FOR CIRCUIT–BREAKER FRAME SIZES 125 A AND SMALLER: BOLT–ON CIRCUIT BREAKERS.
PART 3 – EXECUTION
3.1 INSTALLATION
A. RECEIVE, INSPECT, HANDLE, STORE AND INSTALL PANELBOARDS AND ACCESSORIES ACCORDING TO NECA 407.Z E
B. MOUNT TOP OF TRIM 90 INCHES (2286 MM) ABOVE FINISHED FLOOR UNLESS OTHERWISE INDICATED.
C. MOUNT PANELBOARD CABINET PLUMB AND RIGID WITHOUT DISTORTION OF BOX. MOUNT RECESSED PANELBOARDS WITH FRONTS UNIFORMLY FLUSH WITH WALL FINISH AND MATING WITH BACK BOX.
D. INSTALL OVERCURRENT PROTECTIVE DEVICES AND CONTROLLERS NOT ALREADY FACTORY INSTALLED.
1. SET FIELD–ADJUSTABLE, CIRCUIT–BREAKER TRIP RANGES.
F. INSTALL FILLER PLATES IN UNUSED SPACES.
G. STUB FOUR 1–INCH (27–GRC) EMPTY CONDUITS FROM PANELBOARD INTO ACCESSIBLE CEILING SPACE OR SPACE DESIGNATED TO BE CEILING SPACE IN THE FUTURE. STUB FOUR 1–INCH (27–GRC) EMPTY CONDUITS INTO RAISED FLOOR SPACE OR BELOW SLAB NOT ON GRADE.
H. ARRANGE CONDUCTORS IN GUTTERS INTO GROUPS AND BUNDLE AND WRAP WITH WIRE TIES.
I. COMPLY WITH NECA 1.
3.2 IDENTIFICATION
A. IDENTIFY FIELD–INSTALLED CONDUCTORS, INTERCONNECTING WIRING, AND COMPONENTS; PROVIDE WARNING SIGNS COMPLYING WITH SECTION 260553 "IDENTIFICATION FOR ELECTRICAL SYSTEMS."
B. CREATE A DIRECTORY TO INDICATE INSTALLED CIRCUIT LOADS AND INCORPORATING OWNER'S FINAL ROOM DESIGNATIONS. OBTAIN APPROVAL BEFORE INSTALLING. USE A COMPUTER OR TYPEWRITER TO CREATE DIRECTORY; HANDWRITTEN DIRECTORIES ARE NOT ACCEPTABLE.
C. PANELBOARD NAMEPLATES: LABEL EACH PANELBOARD
3.3 FIELD QUALITY CONTROL
A. PERFORM TESTS AND INSPECTIONS.
B. ACCEPTANCE TESTING PREPARATION:
1. TEST INSULATION RESISTANCE FOR EACH PANELBOARD BUS, COMPONENT, CONNECTING SUPPLY, FEEDER, AND CONTROL CIRCUIT.
2. TEST CONTINUITY OF EACH CIRCUIT.

CONDUCTOR SPECIFICATIONS

1. PROVIDE WIRES AND CABLES IN ACCORDANCE APPLICABLE REQUIREMENTS OF NFPA 70 AND UL FOR TYPE OF INSULATION, JACKET, AND CONDUCTOR SPECIFIED OR INDICATED. DO NOT USE WIRES AND CABLES MANUFACTURED MORE THAN 12 MONTHS PRIOR TO DATE OF DELIVERY TO SITE.
2. PROVIDE THE FOLLOWING:
   a. CONDUCTOR SIZES AND CAPACITIES SHOWN ARE BASED ON COPPER, UNLESS INDICATED OTHERWISE.
   b. CONDUCTORS NO. 8 AWG AND LARGER DIAMETER: STRANDED.
   c. CONDUCTORS NO. 10 AWG AND SMALLER DIAMETER: SOLID.
3. ALL CONDUCTORS SHALL BE COPPER.
4. PROVIDE MINIMUM CONDUCTOR SIZE IN ACCORDANCE WITH THE FOLLOWING:
   a. BRANCH CIRCUITS: NO. 10 AWG.
5. PROVIDE COLOR CODING FOR BRANCH CIRCUIT CONDUCTORS.
   5.1 PROVIDE COLOR CODING OF GROUND AND NEUTRAL CONDUCTORS AS FOLLOWS:
   a. GROUNDING CONDUCTORS: GREEN.
   5.2 PROVIDE COLOR CODING OF UNGROUNDED CONDUCTORS IN DIFFERENT VOLTAGE SYSTEMS AS FOLLOWS:
   a. PHASE A – BLACK
   b. PHASE B – RED
6. UNLESS SPECIFIED OR INDICATED OTHERWISE OR REQUIRED BY NFPA 70, PROVIDE POWER AND LIGHTING WIRES RATED FOR 600–VOLTS, TYPE XHHW CONFORMING TO UL 44, EXCEPT THAT GROUNDING WIRE MAY BE TYPE TW CONFORMING TO UL 83; REMOTE–CONTROL AND SIGNAL CIRCUITS: TYPE TW OR TF, CONFORMING TO UL 83. WHERE LIGHTING FIXTURES REQUIRE 90–DEGREE CENTIGRADE (C) CONDUCTORS, PROVIDE ONLY CONDUCTORS WITH 90–DEGREE C INSULATION OR BETTER.
7. BONDING CONDUCTORS SHALL BE ASTM B1, SOLID BARE COPPER WIRE FOR SIZES NO. 8 AWG AND SMALLER DIAMETER; ASTM B8, CLASS B, STRANDED BARE COPPER WIRE FOR SIZES NO. 6 AWG AND LARGER DIAMETER.
8. PROVIDE INSULATED CONDUCTORS INSTALLED IN EMT, EXCEPT WHERE SPECIFICALLY INDICATED OR SPECIFIED OTHERWISE OR REQUIRED BY NFPA 70 TO BE INSTALLED OTHERWISE. GROUNDING CONDUCTOR: SEPARATE FROM ELECTRICAL SYSTEM NEUTRAL CONDUCTOR. PROVIDE INSULATED GREEN EQUIPMENT GROUNDING CONDUCTOR FOR CIRCUIT(S) INSTALLED IN CONDUIT AND RACEWAYS. MINIMUM CONDUIT SIZE: 1/2 INCH IN DIAMETER. FIRESTOP CONDUIT WHICH PENETRATES FIRE–RATED WALLS, FIRE–RATED PARTITIONS AS REQUIRED.
9. SPLICES OF LOW–VOLTAGE CONDUCTORS ARE NOT ALLOWED.

DIRECTIONAL BORING SPECIFICATIONS

1. UTILIZE HDPE CONDUIT FOR DIRECTIONAL BORING.
2. HDPE SHALL BE SMOOTHWALL, APPROVED/LISTED FOR DIRECTIONAL BORING, MINIMUM SCHEDULE 80, ASTM F2160, NEMA TC 7.
3. DEPTHS TO THE TOP OF THE CONDUIT MUST NOT BE LESS THAN 24 INCHES IN PAVEMENT– OR NON–PAVEMENT–COVERED AREAS.

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REVISIONS

DATE	DESCRIPTION	DATE	DESCRIPTION

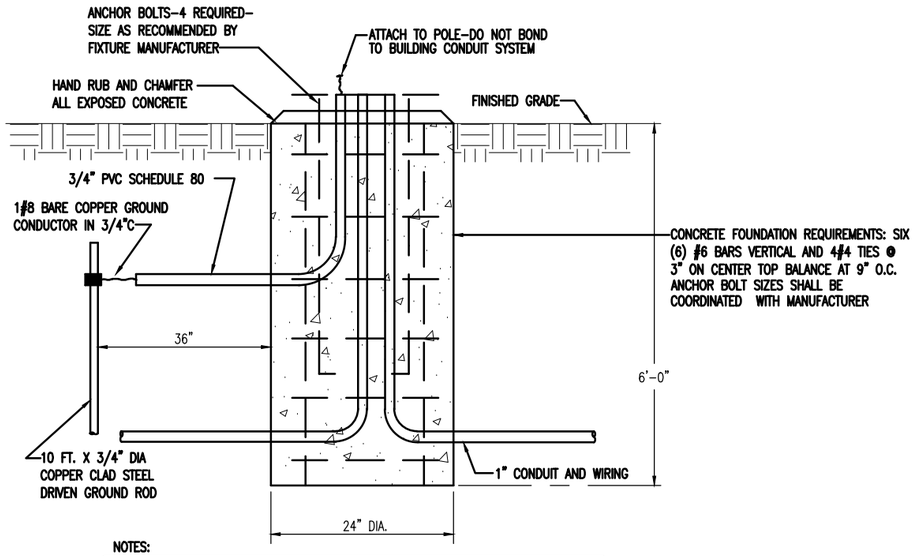
BAGWELL ENGINEERING, INC
216 E. Government St. FL Authorization No. 30167
Pensacola, FL 32502 FL PE No. 59251
Phone: (850) 462-8040 Job Number: 21-061

ATKINS

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	OKALOOSA	100044431

ELECTRICAL LEGEND & NOTES

SHEET NO.
E–004



NOTES:

– INSTALL CONCRETE POLE BASE ACCORDING TO MANUFACTURER'S RECOMMENDATIONS

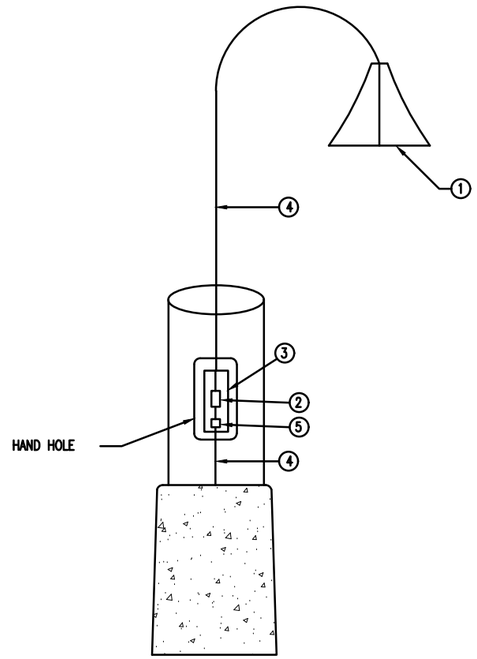
– VERIFY BOLT CIRCLE PATTERN WITH MANUFACTURER

CONCRETE POLE BASE DETAIL FOR FIXTURE 'LP'

NOT TO SCALE

STRUCTURAL CALCULATIONS

DETAILS PROVIDED ARE FOR REFERENCE ONLY TO AID CONTRACTOR IN BIDDING. ELECTRICAL CONTRACTOR SHALL FURNISH DETAILED STRUCTURAL CALCULATIONS FOR EXACT POLE AND LIGHT FIXTURE COMBINATION TO BE INSTALLED.



ITEM #	DESCRIPTION
①	LED FIXTURE; SEE LIGHTING FIXTURE SCHEDULE FOR EXACT FIXTURE
②	SURGE SUPPRESSOR
③	HANDHOLE
④	#10 WIRING TO LIGHT FIXTURE
⑤	IN–LINE FUSE HOLDER, AND RATED FOR 600V. WIRE CONNECTIONS IN THE FUSE HOLDERS SHALL BE COPPER SETSCREW TYPE. FUSED CONNECTIONS SHALL UTILIZE FNQ 10A TIME DELAY FUSE RATED FOR 500V IN ACCORDANCE WITH FDOT REQUIREMENTS. FUSE HOLDERS SHALL BE WATER RESISTANT OR SUBMERSIBLE RATED.

POLE WIRING DETAIL

NOT TO SCALE

FEATURES
POLE TYPE: NOMINAL 15' ROUND FLUTED ALUMINUM POLE

MOUNTING: STANDARD POLE MOUNT

BASE: DECORATIVE FLUTED CAST ALUMINUM BASE COVER NOMINAL 29" HEIGHT

NOMINAL DIMENSIONS: NOM OD – 5"; WALL THICKNESS – 0.208"

GENERAL DESCRIPTION
HOUSING: FLUTED ALUMINUM POLE WITH 4–BOLT ANCHOR BASE AND TENON TOP

ELECTRICAL: POLE SHALL HAVE FACTORY HANDHOLE

FINISH: BLACK

OTHER: FURNISH WITH POLE CAP



FLUTED ALUMINUM POLE



FEATURES
LAMP TYPE: LED 4000K
LUMEN MAINTENANCE: L70 PER LM–80 >100,000 HRS

MOUNTING: TOP ARM MOUNT

LED DRIVER RATING: IP66

WARRANTY: 5–YEAR LIMITED WARRANTY

(21" DIA X 15" H) NOM. DIMENSIONS

GENERAL DESCRIPTION
HOUSING: DIE–CAST ALUMINUM. TOOL–LESS ACCESS

ELECTRICAL: UNIVERSAL VOLTAGE

FINISH: BLACK

OTHER: UL LISTED WET LOCATION, INTEGRAL SURGE PROTECTOR, INTEGRAL RECEPTACLE WITH PHOTOCELL

LED POLE MOUNT AREA LIGHT MARK 'LP'

LIGHTING FIXTURE SCHEDULE

MARK	BASIS OF DESIGN	LAMPS No.	LAMPS TYPE	MOUNTING	REMARKS
PL	PHILIPS HADCO CXF6–80–G2–T–A–5–NA–5–SP2–N		LED	POLE MOUNTED 20' ABOVE GRADE	13,000 LUMEN FIXTURE, TYPE 5 DISTRIBUTION, 4000K, 240V, INTEGRAL PHOTOCELL, TYPE V DISTRIBUTION, 128 WATTS
POLE				CONCRETE POLE BASE SEE DETAIL	15' ROUND ALUMINUM POLE

NOTES:

– ALL FIXTURES MUST BE APPROVED BY THE CITY OF DESTIN PRIOR TO ORDERING

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Pensacola, FL 32502 FL PE No. 59251
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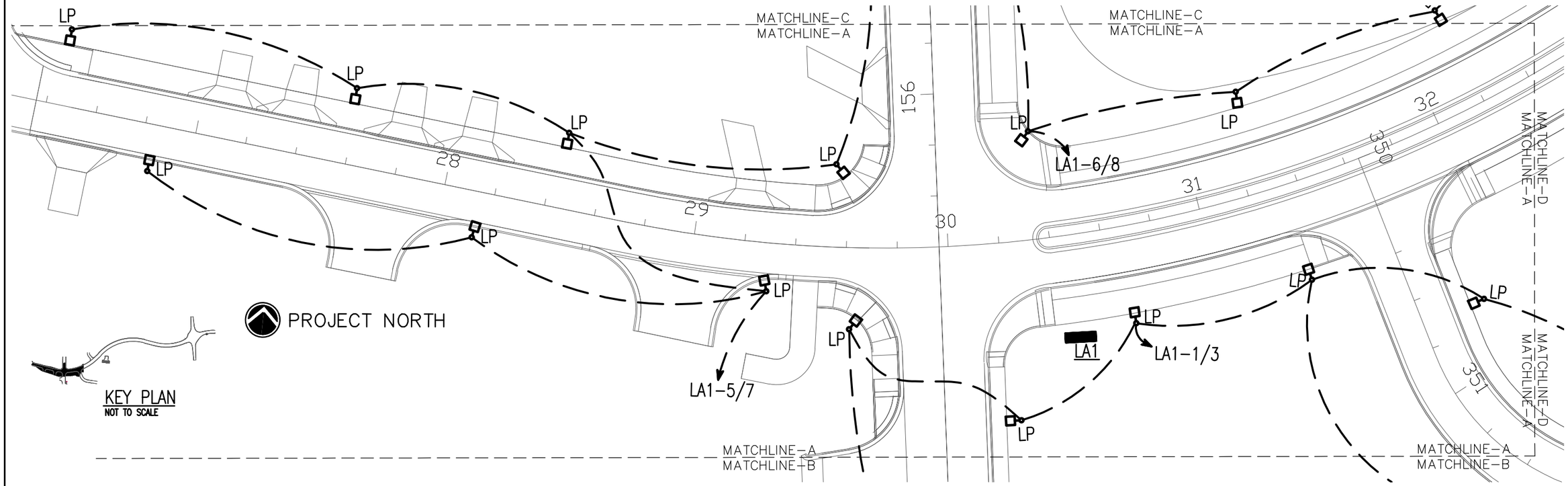
ATKINS

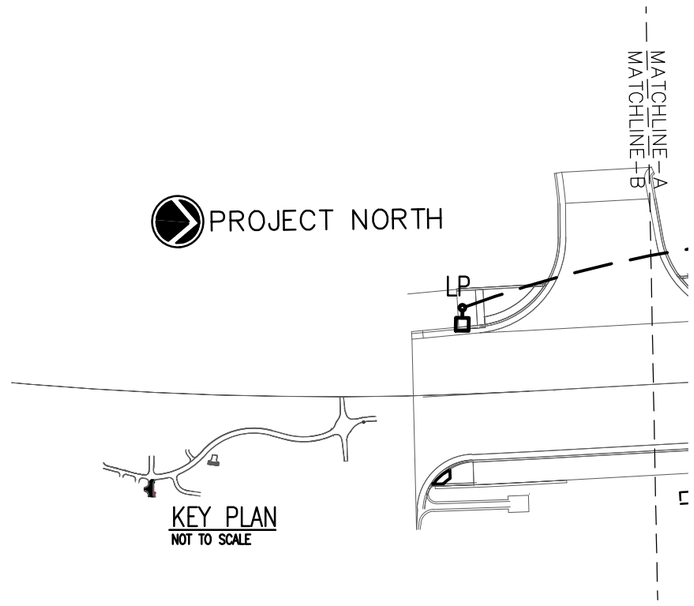
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	OKALOOSA	100044431

ELECTRICAL LEGEND & NOTES

SHEET NO.
E–005

EXHIBIT D - LIGHTING PLANS





WIRING NOTE

ALL LIGHTING CIRCUITS SHALL CONSIST OF #10 AWG CONDUCTORS INSTALLED IN 1" CONDUIT. LIGHTING CIRCUITS SHALL BE ROUTED THROUGH LIGHTING CONTACTOR. SEE LIGHTING CONTROL DIAGRAM SHEET E–003. DIRECTIONAL BORING SHALL BE UTILIZED WHEN INSTALLING NEW CONDUIT ACROSS ANY EXISTING PAVED SURFACES.

40' 0' 40' 80'
SCALE: 1"=40'-0"

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REVISIONS			
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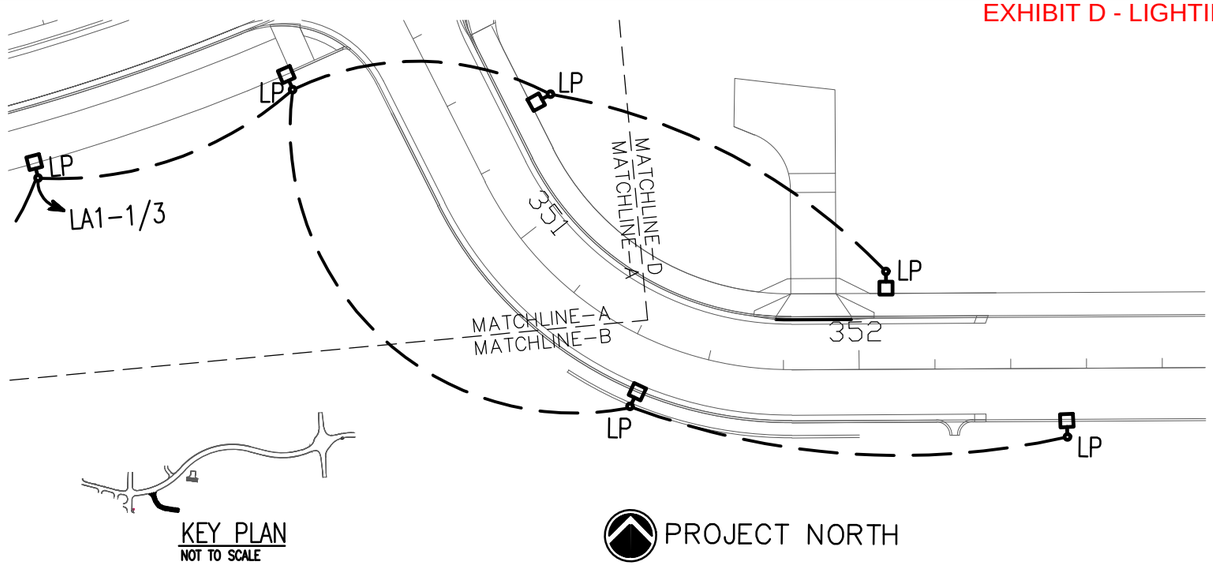
ATKINS

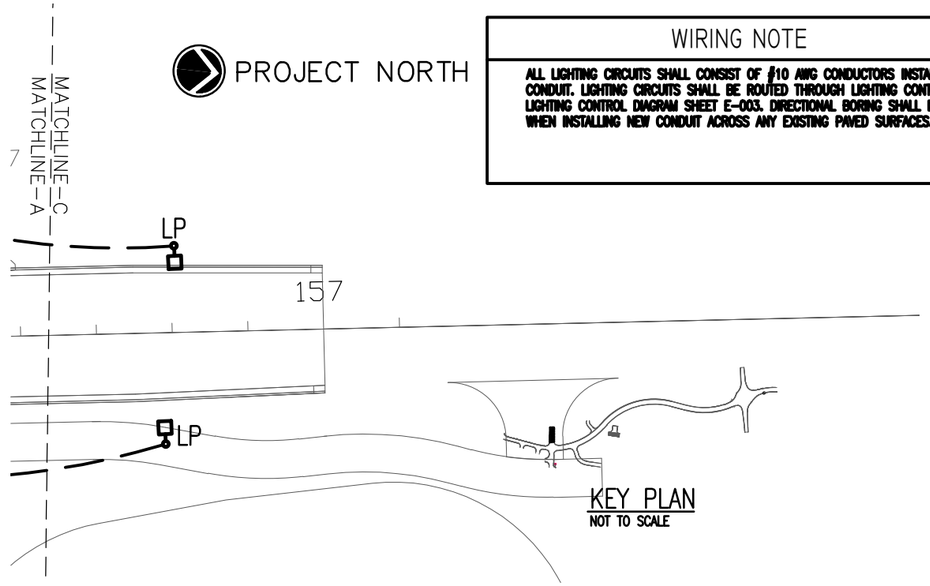
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	OKALOOSA	100044431

STREET LIGHTING PLAN A–B

SHEET NO.
E–100

EXHIBIT D - LIGHTING PLANS





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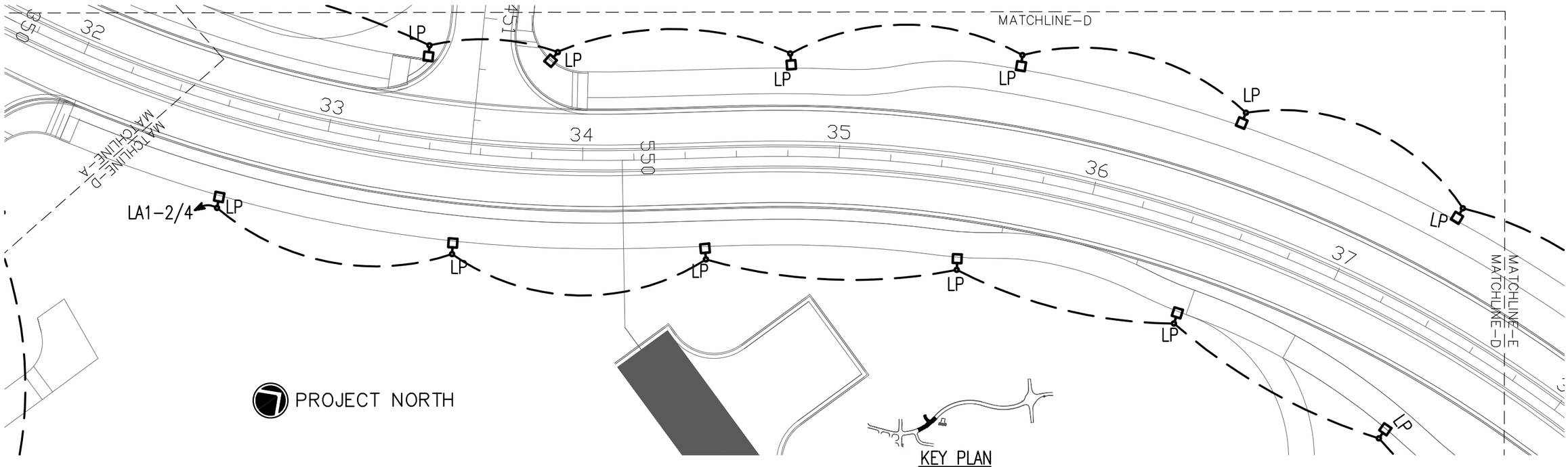

40' 0' 40' 80'
SCALE: 1"=40'-0"

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216 E. Government St. Pensacola, FL 32502 Phone: (850) 462-8040
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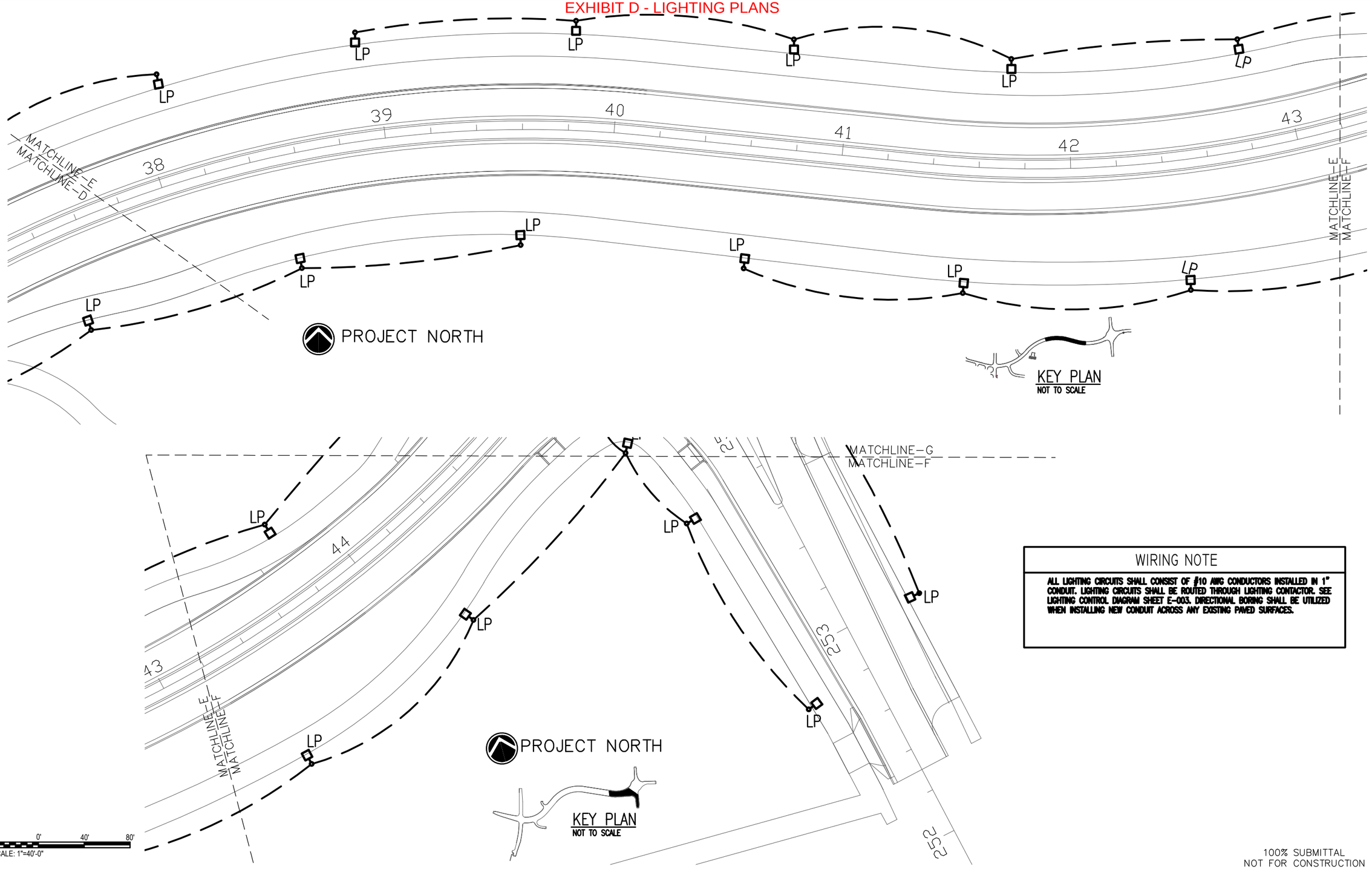
ATKINS

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	OKALOOSA	100044431

STREET LIGHTING PLAN C-D

SHEET NO.
E-101

EXHIBIT D - LIGHTING PLANS



WIRING NOTE

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ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	OKALOOSA	100044431

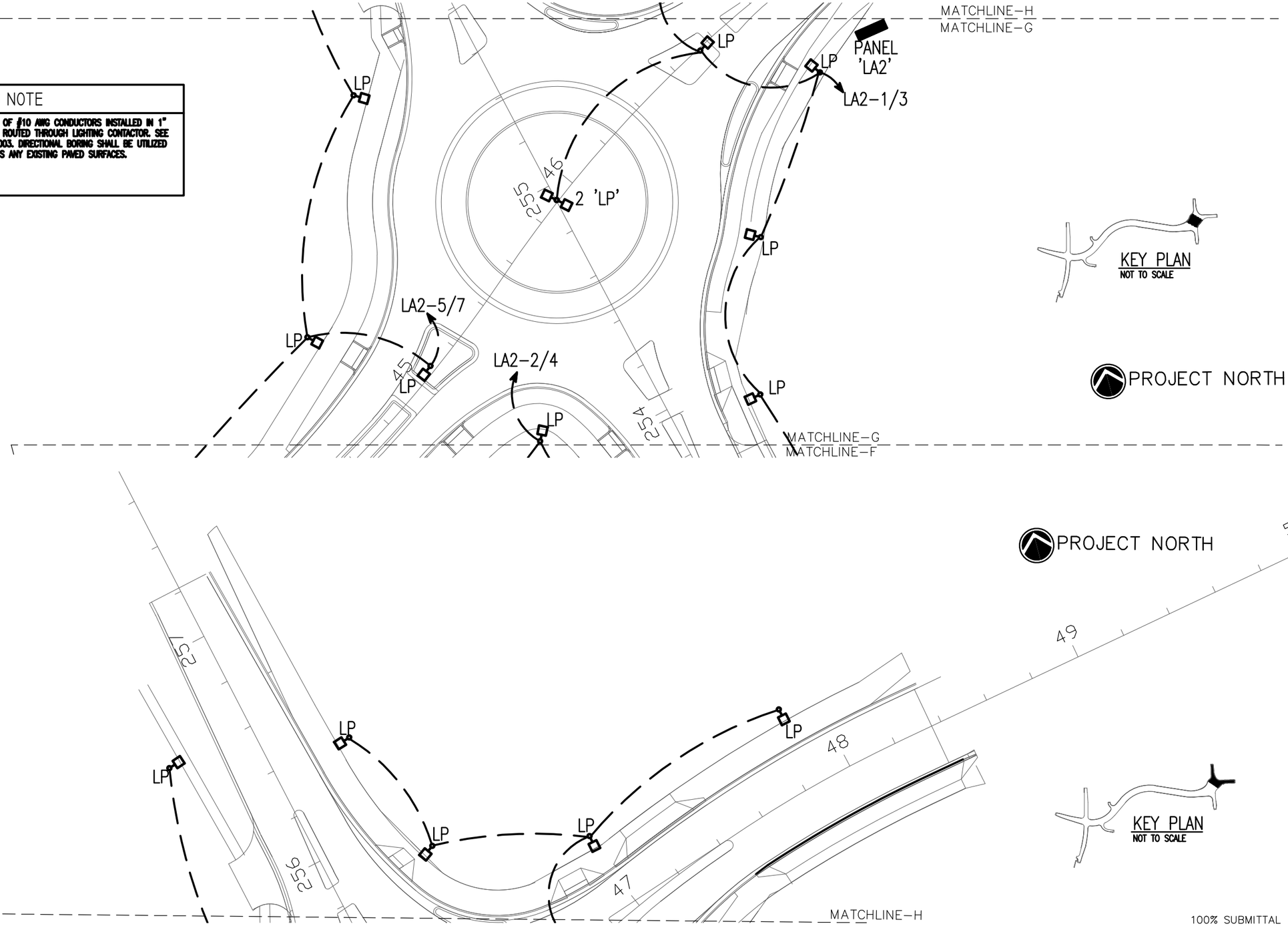
STREET LIGHTING PLAN E-F

SHEET NO.
E-102

EXHIBIT D - LIGHTING PLANS

WIRING NOTE

ALL LIGHTING CIRCUITS SHALL CONSIST OF #10 AWG CONDUCTORS INSTALLED IN 1" CONDUIT. LIGHTING CIRCUITS SHALL BE ROUTED THROUGH LIGHTING CONTACTOR. SEE LIGHTING CONTROL DIAGRAM SHEET E-003. DIRECTIONAL BORING SHALL BE UTILIZED WHEN INSTALLING NEW CONDUIT ACROSS ANY EXISTING PAVED SURFACES.



100% SUBMITTAL
NOT FOR CONSTRUCTION

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BAGWELL ENGINEERING, INC
216 E. Government St. FL Authorization No. 30167
Pensacola, FL 32502 FL PE No. 59251
Phone: (850) 462-8040 Job Number: 21-061

ATKINS

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	OKALOOSA	100044431

STREET LIGHTING PLAN G–H

SHEET NO.
E–103

EXHIBIT E - LANDSCAPE PLANS

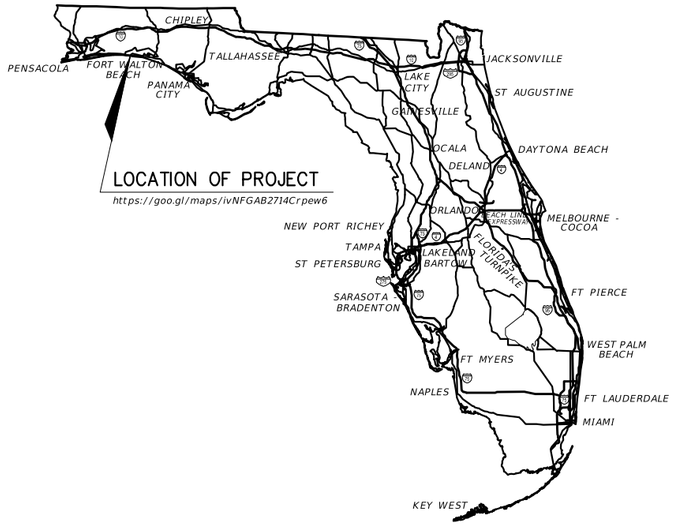
CITY OF DESTIN

CONTRACT PLANS

FINANCIAL PROJECT ID 440553-1-X4-01

OKALOOSA COUNTY

DESTIN CROSS TOWN CONNECTOR



LANDSCAPE PLANS

PHASE IV (100%) SUBMITTAL
NOVEMBER 2022

PROVIDED FOR INFORMATION ONLY
NO PHASE 1 CONSTRUCTION IN THIS SET

INDEX OF LANDSCAPE PLANS

SHEET NO.	SHEET DESCRIPTION
LD-01	KEY SHEET
LD-02	SIGNATURE SHEET
LD-03	LANDSCAPE NOTES
LD-04	LANDSCAPE SCHEDULE
LD-05	LAYOUT PLAN
LD-06 TO LD-10	LANDSCAPE PLANS
LD-11	IRRIGATION NOTES

GOVERNING STANDARD PLANS:

Florida Department of Transportation, FY 2022-23 Standard Plans for Road and Bridge Construction and applicable Interim Revisions (IRs).

Standard Plans for Road Construction and associated IRs are available at the following website: http://www.fdot.gov/design/standardplans

GOVERNING STANDARD SPECIFICATIONS:

Florida Department of Transportation, July 2022 Standard Specifications for Road and Bridge Construction at the following website: http://www.fdot.gov/programmanagement/Implemented/SpecBooks

THESE PLANS HAVE BEEN PREPARED IN ACCORDANCE WITH DECEMBER 2021 CITY OF DESTIN LAND DEVELOPMENT CODE, THE 2016 FLORIDA GREENBOOK, THE FY 2022-23 FDOT STANDARD PLANS, AND THE JULY 2022 FDOT STANDARD SPECIFICATIONS.

LANDSCAPE PLANS RLA OF RECORD:

ALYSSA R. GARCIA
R.L.A. NO.: 6667475
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO,FL 32810
CONTRACT NO.:
VENDOR NO.:

PROJECT MANAGER:

JOE D. BODI

SHEET NO.
LD-01

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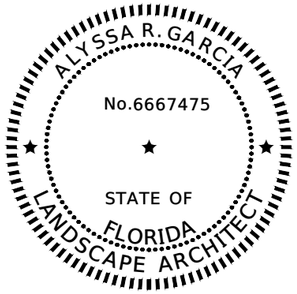

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY

ON THE DATE ADJACENT TO THE SEAL

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

ATKINS NORTH AMERICA
482 SOUTH KELLER ROAD
ORLANDO, FL 32810
ALYSSA GARCIA, R.L.A. FL #6667475

THE ABOVE NAMED PROFESSIONAL REGISTER LANDSCAPE ARCHITECT SHALL BE RESPONSIBLE FOR THE FOLLOWING SHEETS IN ACCORDANCE WITH RULE 61G10-11.011, F.A.C.

SHEET NO.	SHEET DESCRIPTION
LD-01	KEY SHEET
LD-02	SIGNATURE SHEET
LD-03	LANDSCAPE NOTES
LD-04	LANDSCAPE SCHEDULE
LD-05	LAYOUT PLAN
LD-06 TO LD-10	LANDSCAPE PLANS
LD-11	IRRIGATION NOTES

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION
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ALYSSA GARCIA, R.L.A.
R.L.A. LICENSE NUMBER FL #6667475
ATKINS NORTH AMERICA
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

SIGNATURE SHEET

SHEET NO. LD-02

EXHIBIT E - LANDSCAPE PLANS

LANDSCAPE NOTES

1. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR ATTENDING A PRE-BID MEETING DURING WHICH INSTALLATION SPECIFICATIONS, INSTALLATION REQUIREMENTS, SCHEDULES, AND MAINTENANCE REQUIREMENTS WILL BE DISCUSSED.

2. THE LANDSCAPE INSTALLATION MUST BE PROPERLY SEQUENCED WITH OTHER CONSTRUCTION SO THAT THE LANDSCAPE AND IRRIGATION IS NOT DAMAGED BY OTHER WORK/TRADES.

3. THE CONTRACTOR SHALL VERIFY THE EXISTENCE OF AND STAKE ALL UTILITIES PRIOR TO CONSTRUCTION. EXCAVATION OF PLANT PITS LOCATED WITHIN 5' OF UTILITIES SHALL BE PERFORMED BY HAND. ANY UTILITY/PLANT MATERIAL CONFLICTS SHALL BE BROUGHT TO THE ATTENTION OF THE OWNER'S REPRESENTATIVE PRIOR TO INSTALLATION FOR ANY FIELD ADJUSTMENTS.

4. THE CONTRACTOR SHALL SUPPLY ALL PLANT MATERIALS IN QUANTITIES SUFFICIENT TO COMPLETE THE PLANTINGS SHOWN ON ALL DRAWINGS. ALL PLANTS SHALL MEET SIZE, CONTAINER, AND SPACING SPECIFICATIONS AS SHOWN IN THE PLANT SCHEDULE. THE CONTRACTOR SHALL GUARANTEE PLANT HEALTH AND SURVIVABILITY FOR ONE YEAR FROM DATE OF PROJECT ACCEPTANCE BY THE OWNER'S REPRESENTATIVE. ANY MATERIAL NOT MEETING SPECIFICATIONS OR DISPLAYING POOR HEALTH SHALL BE REPLACED AT CONTRACTOR'S EXPENSE WITHIN 2 WEEKS OF NOTICE.

5. ALL PLANT MATERIAL SHALL BE FLORIDA NO. 1 OR BETTER (UNLESS OTHERWISE NOTED) AS SET FORTH IN "GRADES AND STANDARDS FOR NURSERY PLANTS", STATE OF FLORIDA, LATEST EDITION. NOTIFY THE OWNER'S REPRESENTATIVE A MINIMUM OF ONE WEEK PRIOR TO PLANT DELIVERY TO SCHEDULE ON-SITE INSPECTION UPON DELIVERY. INSTALLED PLANT MATERIAL NOT MEETING SPECIFICATIONS SHALL BE REMOVED AND REPLACED AT CONTRACTOR'S EXPENSE. ALL PLANTS MUST BE BROUGHT TO THE SITE FREE OF WEEDS. ADDITIONALLY, THE CONTRACTOR SHALL PROVIDE THE OWNER'S REPRESENTATIVE WITH REPRESENTATIVE PLANT PHOTOS TO APPROVE FOR ALL PLANT MATERIALS PRIOR TO ANY PLANT DELIVERY. MEASURING STICKS SHALL BE SHOWN IN PHOTOS, AS APPROPRIATE.

6. ALL PLANT MATERIALS INDICATED WITH A GALLON SIZE SHALL BE CONTAINER GROWN AND WITHIN A CONTAINER APPROPRIATE FOR THE PLANT SIZE. ROOT BOUND PLANTS SHALL NOT BE ACCEPTED. NO SUBSTITUTIONS SHALL BE PERMITTED WITHOUT PRIOR APPROVAL OF THE OWNER'S REPRESENTATIVE.

7. THE OWNER'S REPRESENTATIVE RESERVES THE RIGHT TO MAKE PLANTING BED FIELD CHANGES TO ACCOMMODATE SITE CONDITIONS AND TO ACHIEVE THE DESIGN INTENT. THE LANDSCAPE CONTRACTOR SHALL FLAG ALL TREE AND BEDLINE LOCATIONS FOR APPROVAL BY THE OWNER'S REPRESENTATIVE PRIOR TO ANY INSTALLATION.

8. DIG PLANTING PITS AT 1.5 TIMES THE DIAMETER OF THE POT. FILL PLANT PIT WITH APPROVED PLANTING MIX AND COMPACT SO THAT THE TOP OF ROOT BALL WILL SETTLE TO THE PROPER LEVEL RELATIVE TO FINISH GRADE. SET PLANT AND FILL REMAINDER OF HOLE WITH PLANTING MIX. FERTILIZE EACH PLANT WITH THE APPROVED TYPE AND RATE OF FERTILIZER. WATER IN THOROUGHLY. RESET ANY PLANTS THAT SETTLE TOO DEEP. REMOVE SPOIL SOIL AND RAKE THE BED TO ITS FINISH GRADE. COVER ALL BED AREAS WITH 3" MULCH DEPTH. REMOVE ALL DEBRIS FROM THE MULCH.WATER BED THOROUGHLY. IF/WHERE APPLICABLE, EACH NEWLY PLANTED TREE NOT WITHIN A SHRUB/GROUNDCOVER BED SHALL BE CENTERED WITHIN A LAYER OF MULCH 6' IN DIAMETER AND 3" DEPTH (SETTLED). ALL PINE STRAW SHALL FROM THE 'IMPROVED SLASH' PINE TREE WITH A MINIMUM NEEDLE LENGTH OF EIGHT INCHES.

9. THE LANDSCAPE CONTRACTOR SHALL CONDUCT REPRESENTATIVE SOIL ANALYSIS PRIOR TO THE INSTALLATION OF ANY PLANT MATERIAL. THE LANDSCAPE CONTRACTOR SHALL NOTIFY THE OWNER'S REPRESENTATIVE OF ANY IMPROPER SOIL CONDITION (NUTRITIONAL DEFICIENCIES, WETNESS, MUCK, DEBRIS, ETC.) AND SHALL RECOMMEND FOR APPROVAL, PRIOR TO INSTALLATION, ALL SOIL AMENDMENTS THAT MAY BE NECESSARY TO PROMOTE HEALTHY, VIGOROUS PLANT GROWTH.

10. THE LANDSCAPE CONTRACTOR SHALL COORDINATE WITH ALL OTHER TRADES (AND PLANS), AS NECESSARY, IN PREPARING PLANTING AREAS, INCLUDING FINAL GRADE ELEVATIONS.

11. ALL PLANT MATERIAL MUST BE PLANTED IMMEDIATELY UPON DELIVERY TO THE SITE AND WATERED IN (BY HAND IF THE IRRIGATION SYSTEM IS NOT FUNCTIONING PROPERLY). ANY PLANT MATERIAL NOT INSTALLED WITHIN 6 HOURS OF DELIVERY TO THE SITE MUST BE STORED IN AN APPROVED, PROTECTED HOLDING AREA AND SHALL BE WATERED AS NECESSARY TO MAINTAIN PLANT HEALTH AND QUALITY.

12. THE LANDSCAPE CONTRACTOR SHALL NOTIFY THE OWNER'S REPRESENTATIVE A MINIMUM OF 48 HOURS PRIOR TO COMPLETION TO SCHEDULE A FINAL WALK THROUGH. A FINAL WALK THROUGH SHALL NOT BE PERFORMED IF PREVIOUS PUNCH LISTS ARE NOT COMPLETED.

13. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ALL PLANTINGS UNTIL FINAL ACCEPTANCE BY THE OWNER'S REPRESENTATIVE. THIS MAINTENANCE INCLUDES KEEPING BEDS FREE OF DEBRIS, WEEDS, DISEASES, AND INFESTATIONS. THE LANDSCAPE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR PROVIDING SUFFICIENT WATER TO THE PLANTS DURING THIS TIME.

14. THE LANDSCAPE CONTRACTOR SHALL SUPPLY THE OWNER'S REPRESENTATIVE WITH AS-BUILT DRAWINGS IN ACAD FORMAT (2018 VERSION OR LATER) WITHIN 30 DAYS OF PROJECT ACCEPTANCE.

15. REFER TO CURRENT FDOT STANDARD SPECIFICATIONS AND DESIGN STANDARD PLANS, THE GENERAL NOTES, AND THE SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS. WHERE CONFLICTS EXIST, THE MORE STRINGENT STANDARDS AND SPECIFICATIONS SHALL APPLY.

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ALYSSA GARCIA, R.L.A.
R.L.A. LICENSE NUMBER FL #6667475
ATKINS NORTH AMERICA
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

LANDSCAPE NOTES

SHEET NO. LD-03

EXHIBIT E - LANDSCAPE PLANS

PLANT SCHEDULE

TREES	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT.	REMARKS
	AR	15	ACER RUBRUM	RED MAPLE	30 GAL.	10'-12' HT.; 2"-2.5" CAL.
	CC	14	CERCIS CANADENSIS	EASTERN REDBUD	30 GAL.	8'-10' HT X 4'-5' SPD., 1.5"-2" CAL.
	IC	23	ILEX CASSINE	DAHOON HOLLY	45 GAL.	12'-14' HT, 2"-3" CAL., 2' MIN. CT, SINGLE LEADER, STANDARD
	JS	62	JUNIPERUS SILICICOLA	SOUTHERN RED CEDAR	30 GAL.	7'-8' HT.
	LJ	18	LIGUSTRUM JAPONICUM	JAPANESE PRIVET	65 GAL.	6'-7' HT X 6'-7" SPD.,
	ML	25	MAGNOLIA GRANDIFLORA 'LITTLE GEM'	LITTLE GEM DWARF SOUTHERN MAGNOLIA	30 GAL.	6'-7' HT.
	PE	51	PINUS ELLIOTTII	SLASH PINE	30 GAL.	8'-10' HT X 4'-5' SPD., 2" CAL.
	QS	6	QUERCUS SHUMARDII	SHUMARD OAK	30 GAL.	10'-12' HT X 3'-4' SPD., 1.75"-2" CAL.
	QV	76	QUERCUS VIRGINIANA	SOUTHERN LIVE OAK	30 GAL.	10'-12' HT; 2"-2..5" CAL.
	SP	60	SABAL PALMETTO	CABBAGE PALMETTO	FG	REGENERATED ROOTS; 16'-20' CT
	TD	10	TAXODIUM DISTICHUM	BALD CYPRESS	30 GAL.	8'-10' HT.; 2"-2.5" CAL.

SHRUB AREAS	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	SPACING	REMARKS
	IN	12,199	ILEX VOMITORIA 'NANA'	DWARF YAUPON HOLLY	7 GAL.	36" o.c.	18" - 24" OA FULL
	JP	323	JUNIPERUS CHINENSIS 'PARSONII'	PARSONI JUNIPER	3 GAL.	30" o.c.	12' HT X 12"-18" SPD
	MC	1,184	MUHLENBERGIA CAPILLARIS	PINK MUHLY GRASS	3 GAL.	36" o.c.	18"-24" HT.
	RG	553	RHODODENDRON 'G.G.GERBRING'	G.G. GERBRING RHODODENDRON	7 GAL.	36" o.c.	24"-30" HT. X 30"-36" SPD.
	SR	561	SERENOA REPENS	SAW PALMETTO	7 GAL.	36" o.c.	12"-15" HT X 12"-15" SPD
	VO	283	VIBURNUM ODORATISSIMUM	SWEET VIBURNUM	7 GAL.	48" o.c.	3' OA

GROUND COVERS	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	SPACING	REMARKS
	AE	1,775 SF	ARACHIS GLABRATA 'ECOTURF'	PERENNIAL PEANUT	SOD		
	CD	205,131 SF	CYNODON DACTYLON	BERMUDAGRASS	SOD		SOLID SOD, WEED FREE

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ALYSSA GARCIA, R.L.A.
R.L.A. LICENSE NUMBER FL #6667475
ATKINS NORTH AMERICA
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

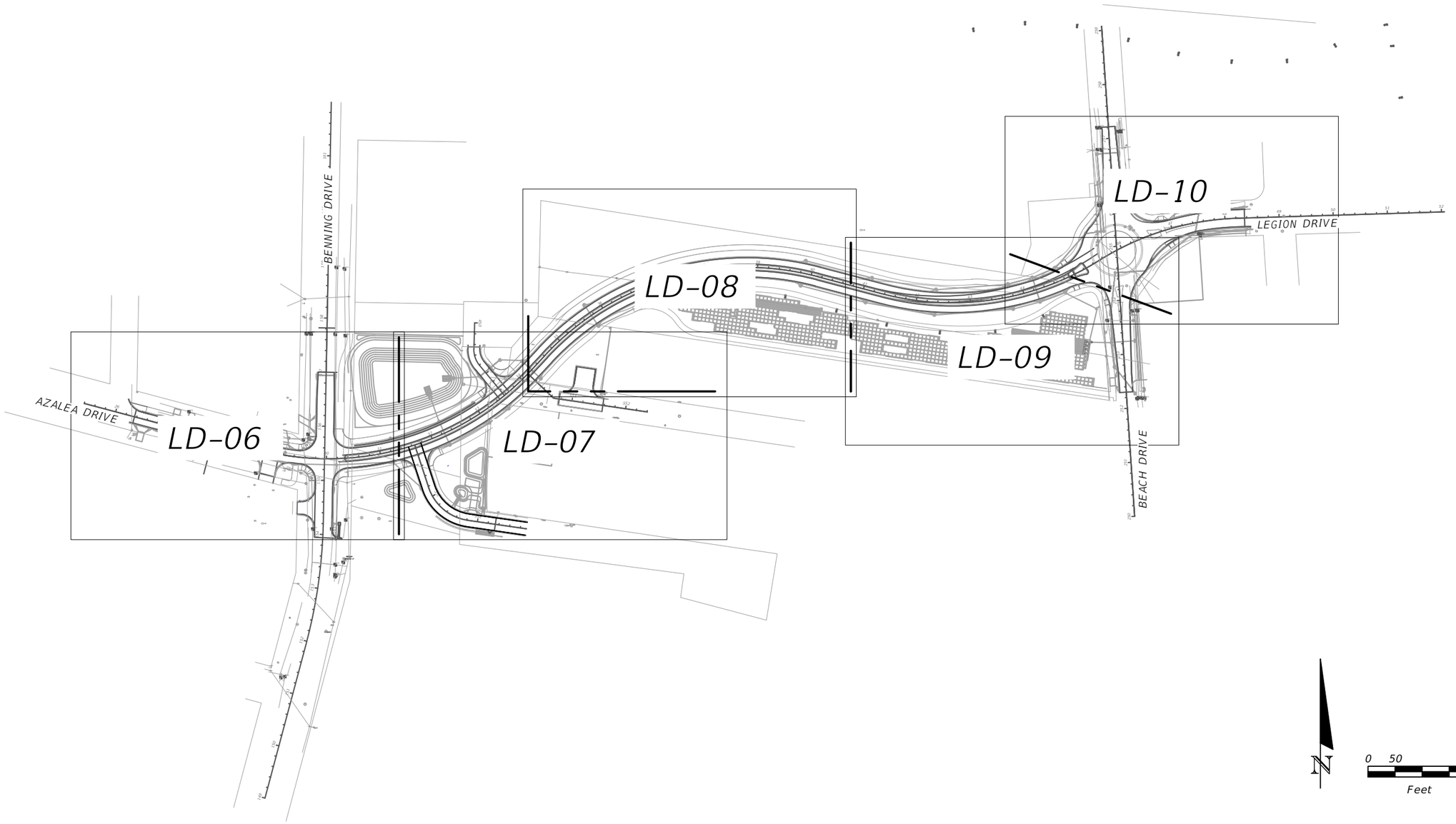
CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

LANDSCAPE SCHEDULE

SHEET NO. LD-04

EXHIBIT E - LANDSCAPE PLANS



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ALYSSA GARCIA, R.L.A.
R.L.A. LICENSE NUMBER FL #6667475
ATKINS NORTH AMERICA
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

LAYOUT PLAN

SHEET NO.

LD-05

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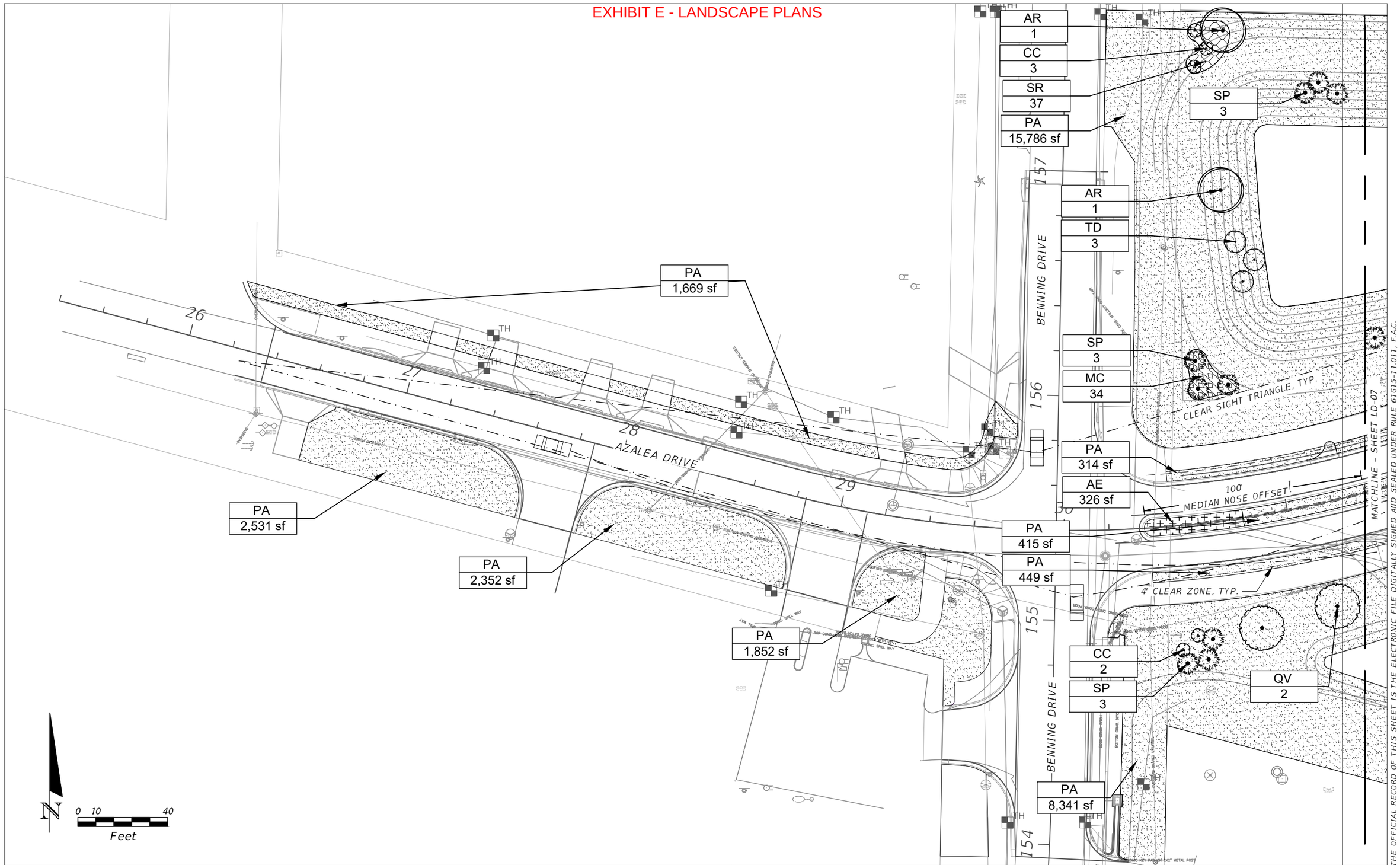
EXHIBIT E - LANDSCAPE PLANS



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R.L.A. LICENSE NUMBER FL #6667475
ATKINS NORTH AMERICA
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

LANDSCAPE PLANS

SHEET NO.
LD-06

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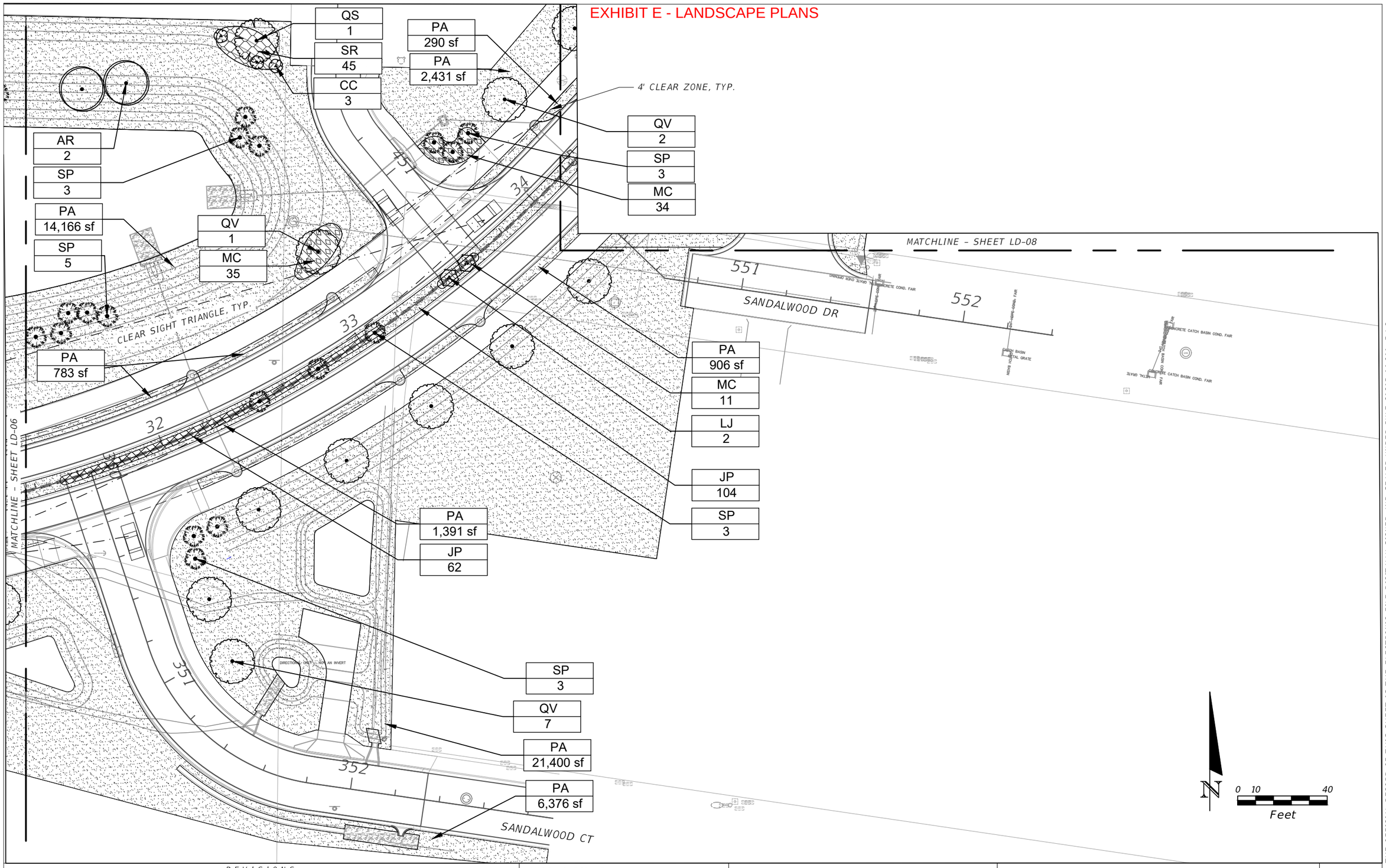
EXHIBIT E - LANDSCAPE PLANS



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R.L.A. LICENSE NUMBER FL #6667475
ATKINS NORTH AMERICA
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

LANDSCAPE PLANS

SHEET NO.
LD-07

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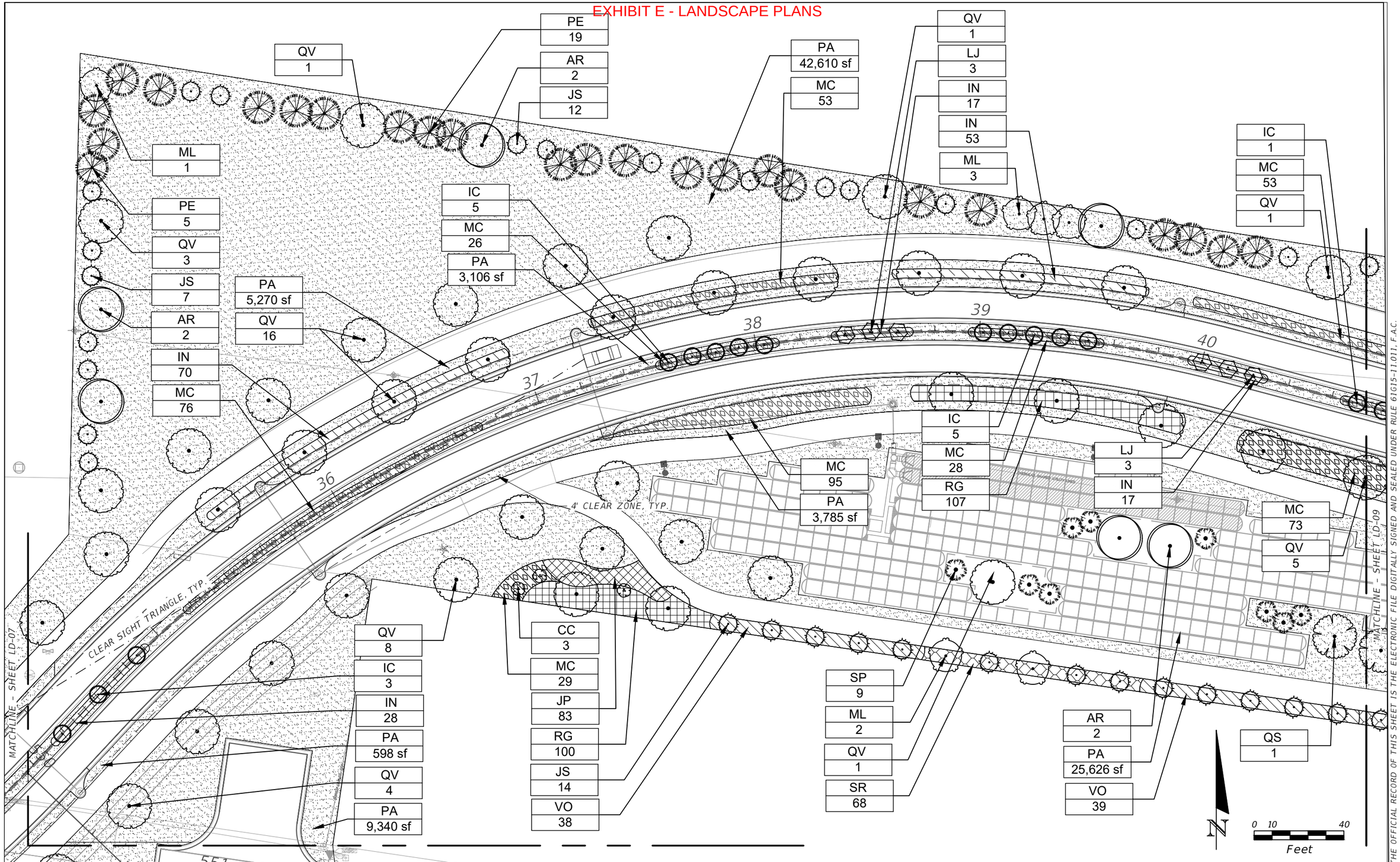

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ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

LANDSCAPE PLANS

SHEET NO. LD-08

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4' CLEAR ZONE, TYP.

MATCHLINE - SHEET LD-10

MATCHLINE - SHEET LD-08

BEACH DRIVE

41 42 43 44 254 253 252

MC	28
QV	5
ML	3
IN	43
PA	6,859 sf
JS	7
PE	14
MC	33
PA	2,337 sf
VO	43
SR	110
MC	28
ML	3
PA	102 sf
AE	213 sf
PA	2,019 sf
QV	1
SP	5
IC	5
MC	29
MC	77
IC	4
QS	1
LJ	3
IN	17
RG	176
QV	1
SP	1
LJ	3
MC	33
SP	3
QV	7
SP	3
MC	237
PA	4,070 sf
AR	2
PA	1,151 sf
QS	1
TD	4
ML	10
MC	71
SR	67
SP	3
AR	1
TD	3
VO	39
SR	68
QS	2
VO	39
SP	5
JS	14
PA	16,485 sf

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0 10 40

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REVISIONS

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R.L.A. LICENSE NUMBER FL #6667475
ATKINS NORTH AMERICA
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

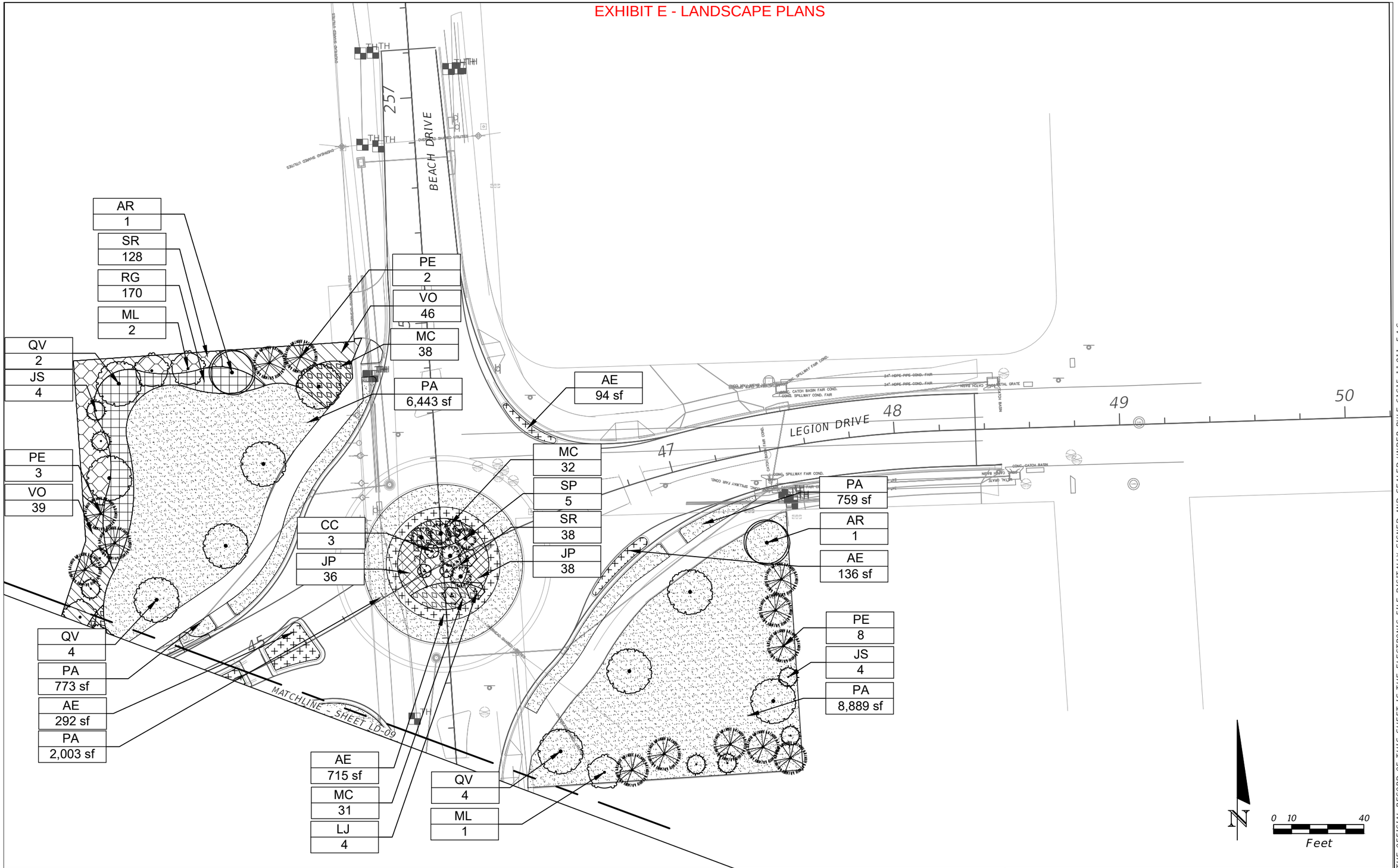
CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

LANDSCAPE PLANS

SHEET NO. LD-09

EXHIBIT E - LANDSCAPE PLANS



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ATKINS NORTH AMERICA
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

LANDSCAPE PLANS

SHEET NO. LD-10

IRRIGATION NOTES

1. PERMANENT IRRIGATION SHALL BE INSTALLED FOR ALL LANDSCAPE (INCLUDING TURF) SHOWN ON THE PLANS. AS LONG AS IRRIGATION COVERAGE IS COMPLETE, THE CONTRACTOR/IRRIGATION INSTALLER SHALL BE ALLOWED TO DETERMINE THE MOST EFFECTIVE METHOD OF PROVIDING IRRIGATION COVERAGE UTILIZING SPRAY HEADS, RISERS, AND BUBBLERS. THE CONTRACTOR SHALL CONFIRM AND PROVIDE THE WATER SOURCE FOR THE IRRIGATION WITH THE OWNER. A LOCKABLE CABINET CONTROLLER SHALL BE PROVIDED BY THE CONTRACTOR AND ITS LOCATION DETERMINED IN CONJUNCTION WITH THE OWNER'S REPRESENTATIVE PRIOR TO INSTALLATION.

2. THE IRRIGATION SYSTEM SHALL BE DESIGNED AND INSTALLED AS A DESIGN-BUILD PORTION OF THE WORK PERFORMED BY THE CONTRACTOR. THE SYSTEM MUST BE DESIGNED/ZONED SO THAT ALL IRRIGATION CAN OCCUR BETWEEN THE HOURS OF 1:00 A.M. AND 6:00 A.M.

3. THE CONTRACTOR SHALL FURNISH THE OWNER'S REPRESENTATIVE WITH SHOP DRAWINGS AND SCHEMATIC DESIGN PLANS INDICATING FULL COVERAGE OF IRRIGATED AREAS. THE SHOP DRAWINGS MUST INCLUDE PROPOSED SLEEVING LOCATIONS/SIZES. ALL TREES SHALL HAVE 2 BUBBLERS THAT ARE PLACED ON BUBBLER-ONLY ZONES THAT ARE SEPARATE FROM THE OTHER IRRIGATION ZONES. INSTALLATION SHALL NOT COMMENCE UNTIL THE SHOP DRAWINGS ARE APPROVED BY THE OWNER'S REPRESENTATIVE.

4. THE CONTRACTOR SHALL OBTAIN THE LOCATIONS OF POINT OF CONNECTION FOR WATER AND POWER SOURCE FROM CITY. CONTRACTOR SHALL COORDINATE WITH CITY FOR THE CONNECTION TO THE EXISTING WATER AND POWER SOURCE.

5. PERMANENT SLEEVES SHALL BE INSTALLED BY THE CONTRACTOR AS NECESSARY. THE CONTRACTOR IS RESPONSIBLE FOR INSTALLATION OF ALL BORINGS AND CASINGS, AS NEEDED. THE CONTRACTOR IS RESPONSIBLE, AT THEIR EXPENSE, TO REPAIR ANY AND ALL DAMAGE CAUSED TO ANY ROADWAY OR ANY/ALL OTHER AREAS, OR UTILITIES AS A RESULT OF THE BORINGS OR ANY OTHER IRRIGATION WORK.

6. THE INSTALLER SHALL BE EXPECTED TO MAKE IRRIGATION SYSTEM FIELD ADJUSTMENTS ON THE SITE AS NEEDED, IN ORDER TO MAINTAIN COMPLETE AND ACCURATE IRRIGATION COVERAGE, AND TO MAINTAIN THE INTENT OF THE DESIGN. THE FINAL LOCATIONS FOR ALL MAJOR EQUIPMENT (AS APPLICABLE), INCLUDING CONTROLLERS, VALVES, WELLS, SUPPLY CONNECTIONS, MAINLINES, BACKFLOW PREVENTERS, METERS, ETC. SHALL BE DETERMINED IN THE FIELD, STAKED OUT BY THE CONTRACTOR USING THEIR DRAWINGS AS A GUIDE, AND THEN APPROVED BY THE OWNER'S REPRESENTATIVE PRIOR TO INSTALLATION.

7. OVERSPRAY ONTO HARDSCAPE AMENITIES AND ANY PAVED SURFACE IS NOT ALLOWED TO OCCUR. THE IRRIGATION SYSTEM SHALL BE INSTALLED IN SUCH A FASHION AND BE OF A TYPE THAT CAN BE ADJUSTED TO THROW IRRIGATION WATER AWAY FROM THE AMENITIES AND ALL PAVED SURFACES.

8. ALL WORK SHALL BE DONE IN ACCORDANCE WITH PREVAILING CODES AND REGULATIONS. IT SHALL BE THE RESPONSIBILITY OF THE INSTALLER TO VERIFY AND CONFORM TO THE PARTICULAR CODES FOR THIS LOCATION. THE INSTALLER SHALL OBTAIN ALL NECESSARY PERMITS (INCLUDING THOSE FOR BORES, WELLS, AND ANY WATER LINE TAPS), UTILITY LOCATES, AND INSPECTIONS.

9. ALL WORK SHALL BE CLOSELY COORDINATED WITH THAT OF OTHER TRADES IN ORDER TO AVOID CONFLICTS. THE INSTALLATION SHALL BE COORDINATED WITH ALL NEW AND EXISTING IMPROVEMENTS, AND WITH THE ACTUAL INSTALLED BED LIMITS,AND PLANT LOCATIONS.

10. ALL MATERIAL AND LABOR NECESSARY TO PROVIDE A COMPLETE, FULLY OPERATIONAL, AND GUARANTEED SYSTEM SHALL BE CONSIDERED PART OF THE WORK, WHETHER OR NOT THEY ARE SPECIFICALLY INDICATED IN THE SUBMITTED DOCUMENTS. THIS SHALL INCLUDE CONFORMANCE WITH THE REQUIREMENTS AND RECOMMENDATIONS OF THE VARIOUS MANUFACTURERS OF THE EQUIPMENT, AND WITH APPLICABLE TRAINING AND CERTIFICATION OF INSTALLATION PERSONNEL.

11. METALLIC LOCATOR/WARNING TAPE SHALL BE BURIED ABOVE ALL WIRING AND PIPING.

12. VALVE BOXES SHALL BE TAMPER-RESISTANT TYPE.

13. ALL SPRINKLER HEADS SHALL BE OF THE PROPER SIZE AND TYPE FOR THE LOCATION AND PLANT MATERIAL. HEADS SHALL BE INSTALLED PLUMB, AND WITH THE PROPER HEIGHT WITH RESPECT TO GRADE AND/OR PLANT MATERIAL. ALL HEADS AND OTHER EQUIPMENT SHALL BE INSTALLED WITH ADEQUATE AND UNIFORM CLEARANCES FROM ALL PAVING, CURBS,SIDEWALKS, WALLS, AND OTHER OBSTACLES, SO THAT DAMAGE TO EQUIPMENT DOES NOT OCCUR DURING NORMAL LANDSCAPE MAINTENANCE OPERATIONS. ALL SPRINKLERS SHALL BE ADJUSTED TO OBTAIN OPTIMAL COVERAGE OF PLANT MATERIAL, WHILE ELIMINATING OVERSPRAY ONTO WALLS, PARK AMENITIES, PAVING OR OTHER IMPERVIOUS SURFACES.THE INSTALLER SHALL UTILIZE THE PROPER SPRAY NOZZLE PATTERN FOR THE LOCATION, AS WELL AS PRESSURE-COMPENSATING HEADS OR SCREENS, AND ADJUSTABLE-PATTERN NOZZLES WHERE A FIXED PATTERN IS NOT SUITABLE TO CONTROL COVERAGE OR OVERSPRAY. 4" POPUP SPRAY HEADS WILL NOT BE USED.

14. CONTROLLER(S) SHALL BE HOOKED UP BY A LICENSED ELECTRICIAN.

15. THE CONTROLLER(S) SHALL BE EQUIPPED WITH A PROPERLY LOCATED AND INSTALLED RAIN/WIND/FREEZE SHUTOFF SENSOR DEVICE THAT COMPLIES WITH FLORIDA LAW. THE SENSOR(S) SHALL BE LOCATED IN SUCH A MANNER SO THAT THEY ARE UNOBSTRUCTED, AND DIRECTLY EXPOSED TO NATURAL RAINFALL AND SUNLIGHT FROM ALL DIRECTIONS, BUT NOT TO RUNOFF WATER FROM DITCHES OR OTHER SURFACES. PRIOR TO INSTALLATION, LOCATION OF THE SENSOR(S) SHALL BE APPROVED BY THE OWNER'S REPRESENTATIVE.

16. THE MINIMUM SUPPLY REQUIREMENTS FOR THE SYSTEM SHALL BE DETERMINED BY THE CONTRACTOR AND STATED ON THE DESIGN-BUILD PLANS AND SHOP DRAWINGS.

17. THE INSTALLER SHALL BE EXPECTED TO BE FAMILIAR WITH ALL REQUIREMENTS FOR THE WORK, AND TO CONDUCT THE WORK IN A CLEAN, SAFE, AND WORKMANLIKE MANNER. THE OWNER RESERVES THE RIGHT TO ACT TO PROTECT HIS PROPERTY AND THE OTHER PERSONNEL AT WORK THERE, AND TO MAKE EMERGENCY REPAIRS OR TAKE CORRECTIVE ACTION IF THE INSTALLER DOES NOT FULFILL HIS OBLIGATIONS IN A TIMELY MANNER. THE OWNER FURTHER RESERVES THE RIGHT TO BACK-CHARGE THE INSTALLER TO COVER SUCH EXPENSES, TO THE EXTENT ALLOWED UNDER APPLICABLE LAW.

18. THE INSTALLER SHALL COORDINATE WITH THE OWNER'S REPRESENTATIVE FOR PROVISION OF ELECTRIC SERVICE REQUIREMENTS.

19. ANY EXISTING IRRIGATED AREAS THAT ARE ADJACENT TO THE NEW CONSTRUCTION MUST REMAIN UNDISTURBED AND FULLY FUNCTIONAL. ANY DISRUPTION BY THE CONTRACTOR TO THE EXISTING IRRIGATION COVERAGE MUST BE CORRECTED BY THE CONTRACTOR AT THEIR EXPENSE.

20. THE LANDSCAPE CONTRACTOR SHALL SUPPLY THE OWNER'S REPRESENTATIVE WITH DETAILED AND PROPERLY SCALED IRRIGATION AS-BUILT DRAWINGS IN ACAD FORMAT (2018 VERSION OR LATER) WITHIN 30 DAYS OF PROJECT ACCEPTANCE.THE AS-BUILTS MUST INCLUDE ALL SYSTEM COMPONENTS AND THEIR SIZES.

21. THE IRRIGATION SYSTEM WILL BE DESIGNED AND BUILT SO THAT THE MAINLINE HAS MINIMAL ROADWAY CROSSINGS.

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-11.011, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION
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	----		----
	----		----
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ALYSSA GARCIA, R.L.A.
R.L.A. LICENSE NUMBER FL #6667475
ATKINS NORTH AMERICA
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

IRRIGATION NOTES

SHEET NO. LD-11

EXHIBIT A - BID PROPOSAL FORM
PRICE PROPOSAL SHEET
Destin, FL
RFB NO. 25-07-CM, Crosstown Construction Phase 1

BIDDER NAME:

Item No.	FDOT Pay Item No.	Unit	Amt	Description	Unit Price	Total Price
				SECTION 1 - GRADING		
1.1	101-1	LS	1	**Mobilization / Demobilization including City Permits**	$	$
1.2	102-1	LS	1	**Maintenance of Traffic**	$	$
1.3	102-99	ED	208	**Temporary Portable Changeable Message Sign**	$	$
1.4	110-1-1	LS	1	**Clearing and Grubbing**	$	$
1.5		LS	1	**Grading**	$	$
				SECTION 2 - SITE IMPROVEMENTS		
2.1	425-2-61	EA	1	**Manholes, P-8, <10'**	$	$
2.2	425-2-62	EA	1	**Manholes, P-8, >10'**	$	$
2.3	425-2-91	EA	1	**Manholes, J-8, <10'**	$	$
2.4	425-2-92	EA	1	**Manholes, J-8, >10'**	$	$
2.5	430-174-118	LF	15	**Pipe Culvert, Optional Material, Round, 18" S/CD**	$	$
2.6	430-174-124	LF	69	**Pipe Culvert, Optional Material, Round, 24" S/CD**	$	$
2.7		LS	1	**ADS Chambers**	$	$
2.8	570-1-2	SY	7,522	**Performance Turf, Sod**	$	$
2.9		EA	3	**Nyloplast drain basin, 30", <10', Open Grate**	$	$
2.10		EA	1	**Nyloplast drain basin, 30", >10', Solid**	$	$
					$	$
					$	$
					$	$
				SECTION 3 - STORM DRAINAGE SYSTEM		
					$	$
					$	$
				SECTION 4 - WATER & SEWER SYSTEMS		
					$	$
					$	$
					$	$
				SECTION 5 - MISCELLANEOUS		
					$	$
					$	$
					$	$
					TOTAL BASE BID:	$

The bidder further proposes that, in the event additions or deletions are made from the Drawings and Specifications for the proposed work, the total adjustments to Bid shall be computed based on the following Unit Prices for the following types of construction. The City reserves the right to delete these Unit Prices from the Contract if, in their opinion they are unbalanced or not reasonable.

Item No.		Unit	Amt	Description	Unit Price	Total Price
					$	$
					$	$
					$	$
					$	$
ALTERNATE BID ITEMS						
					$	$
					$	$
					$	$
					TOTAL ALTERNATE BID ITEMS:	$

NOTE 1: ALL ITEMS QUOTED MUST BE IN COMPLIANCE WITH THE SPECIFICATIONS. IF YOU ARE TAKING EXCEPTION, INDICATE THOSE EXCEPTIONS ON COMPANY LETTERHEAD AND ATTACH TO THIS INVITATION TO BID.

NOTE 2: CY = Cubic Yard; EA = Each; LF = Linear Feet; LS = Lump Sum; SY = Square Yard; ED = Each Day

RE-CHECK YOUR QUOTATIONS PRIOR TO SUBMISSION
BIDS MAY NOT BE CHANGED AFTER BEING OPENED.

ADDENDUM NO. 1

CITY OF DESTIN, FLORIDA
REQUEST FOR BIDS RFB NO. 25-07-CM
CROSSTOWN CONNECTOR CONSTRUCTION PHASE 1
PROJECT

MAY 27, 2025

To All Potential Proposers:

This addendum modifies the previously issued RFB and is hereby made a part of the proposal documents. Per the RFB, proposer shall acknowledge receipt of any and all addenda; and shall include this acknowledgement receipt in their submittal. Failure to do so may subject the proposer to disqualification.

The following items shall become a part of the proposal for the above referenced project.

The City received the following questions from a potential bidder with respect to the City's RFB NO. 25-07-CM. As per the City's standard practice, the City is furnishing the responses below to these questions.

Question: Is this [quantities shown in the price proposal sheet] all that is being done in PH 1?

Response: Yes.

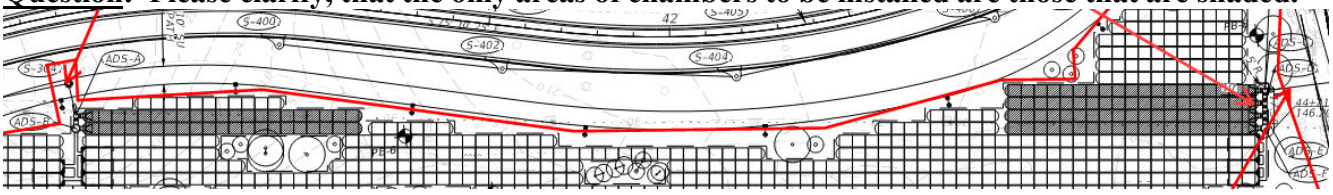
Question: Will this project require Davis bacon, owner paid materials and what are the liquidated damages for this project?

Response: This project is not federally-funded therefore Davis Bacon does not apply. The project will not require owner-paid materials; contractor will furnish all materials. Liquidated Damages are set at $500 per day.

Question: What is the estimated construction budget?

Response: The estimated construction cost is $2,400,000.

Question: Please clarify, that the only areas of chambers to be installed are those that are shaded.



Response: No, all of the stormwater chambers will be constructed in phase 1. Revised ADS Chamber System plans are included with this Addendum.

Question: Please confirm that all excess material from the excavation of the pond and installation of the chambers, can be left onsite.

Response: Confirmed. As stated in Section 3.1, excess fill material excavated for underground stormwater retention system shall remain the property of the City and remain onsite within the limits of the right of way. No ponds are excavated in phase 1.

Question: Please confirm that the red lines on the pond cross sections are the proposed grades for this phase of work.

Response: Confirmed.

Question: Please confirm the only work associated with this phase of work is listed on page 52 of the plans.

Response: Section 3.1 of the RFB details the work included in phase 1. This work is primarily shown on pages 1-7 of the ADS Chamber System plans and page 52 of the Roadway plans. Other details of the work are included in the roadway plans, typically noted or boxed in red. Sodding the disturbed areas is included in phase 1 but not specifically shown on page 52.

Question: What is the anticipated schedule for advertising construction of phase 2.

Response: Phase 2 is dependent on the availability of FDOT funding and is anticipated to be advertised in Fall 2025.

Question: What is the estimated construction of phases 2?

Response: A separate cost estimate for phase 2 has not been completed. The Engineers estimate of construction costs of the total project (combined, no phasing of construction) was $11,802,514.27. This estimate was completed in October 2024.

Attachments:

1. PreBid Meeting attendance sign in sheet
2. Revised ADS Chamber System Plans

The bid opening date for 25-07-CM remains June 9, 2025 at 1:00 P.M. (CT)

PRE-BID MEETING SIGN-IN SHEET

PROJECT Crosstown Connector Construction Phase 1 RFB 25-07-CM

DATE: 5/21/25 TIME: 10:00 am LOCATION HELD: City Hall

Please Print

NAME	TITLE	COMPANY	PHONE #	E-MAIL USERID
Dennis Hagglund	Project Manager	Daher Contracting	8503768261	P.m@daherContracting.com
Jack Elliott	Proj. Eng.	RS&H	850 258 3992	jack.elliott@rsandh.com
TJ Tindle	MGRM	HJT Contractors	850 687 9121	TJ@HJTcontractors.com
Bayn Powell	Estimator	CWR	850-974-1525	bapowell@cwrcontracting.com
Richard Overman	General Super	RBM Contracting	850 622 1434	roverman@RBMContracting.com
TRAE Hurst	Proj Admin	Halff Associates Inc	813-997-3035	THurst@halff.com
ERIC ROSENSTEIN	SR. PROJ. ENG.	HALFF ASSOC	850-596-8031	erosenstein@halff.com
Stephanie Lindsay	Project Manager	Utility Contractors of Florida	325-733-2690	slindsay.ucof@gmail.com
Garrett Rysula	Estimator	Gulf Coast Utility Contractors	850-387-8351	Garrett.Rysula@GCUC.net
Darryl Carpenter	Regional Manager	Phillips & Jordan	850-508-6403	dcarpenter@PandJ.com
Doug Pritchard	Halff PA	Halff	850 978 1963	dpritchard@halff.com
Matt Taylor	~~Atkins Realis~~ Project Manager	Atkins Realis	407 806 4239	matthew.taylor@AtkinsRealis.com

PROJECT INFORMATION	
ENGINEERED PRODUCT MANAGER:	EVAN BOWLES 470-701-1106 EVAN.BOWLES@ADSPIPE.COM
ADS SALES REP:	RIO OROS 850-572-1838 RIO.OROS@ADSPIPE.COM
PROJECT NO:	S317945

Advanced Drainage Systems, Inc.

SiteAssist™
FOR STORMTECH
INSTALLATION INSTRUCTIONS
VISIT OUR WEBSITE

DESTIN CROSS TOWN CONNECTOR

DESTIN, FL

SC-800 STORMTECH CHAMBER SPECIFICATIONS

1. CHAMBERS SHALL BE STORMTECH SC-800.
2. CHAMBERS SHALL BE ARCH-SHAPED AND SHALL BE MANUFACTURED FROM VIRGIN, IMPACT-MODIFIED POLYPROPYLENE COPOLYMERS.
3. CHAMBERS SHALL MEET THE REQUIREMENTS OF ASTM F2418, "STANDARD SPECIFICATION FOR POLYPROPYLENE (PP) CORRUGATED WALL STORMWATER COLLECTION CHAMBERS".
4. CHAMBER ROWS SHALL PROVIDE CONTINUOUS, UNOBSTRUCTED INTERNAL SPACE WITH NO INTERNAL SUPPORTS THAT WOULD IMPEDE FLOW OR LIMIT ACCESS FOR INSPECTION.
5. THE STRUCTURAL DESIGN OF THE CHAMBERS, THE STRUCTURAL BACKFILL, AND THE INSTALLATION REQUIREMENTS SHALL ENSURE THAT THE LOAD FACTORS SPECIFIED IN THE AASHTO LRFD BRIDGE DESIGN SPECIFICATIONS, SECTION 12.12, ARE MET FOR: 1) LONG-DURATION DEAD LOADS AND 2) SHORT-DURATION LIVE LOADS, BASED ON THE AASHTO DESIGN TRUCK WITH CONSIDERATION FOR IMPACT AND MULTIPLE VEHICLE PRESENCES.
6. CHAMBERS SHALL BE DESIGNED AND ALLOWABLE LOAD CONFIGURATIONS DETERMINED IN ACCORDANCE WITH ASTM F2787, "STANDARD PRACTICE FOR STRUCTURAL DESIGN OF THERMOPLASTIC CORRUGATED WALL STORMWATER COLLECTION CHAMBERS". LOAD CONFIGURATIONS SHALL INCLUDE: 1) INSTANTANEOUS (<1 MIN) AASHTO DESIGN TRUCK LIVE LOAD ON MINIMUM COVER 2) MAXIMUM PERMANENT (75-YR) COVER LOAD AND 3) ALLOWABLE COVER WITH PARKED (1-WEEK) AASHTO DESIGN TRUCK.
7. REQUIREMENTS FOR HANDLING AND INSTALLATION:
   - TO MAINTAIN THE WIDTH OF CHAMBERS DURING SHIPPING AND HANDLING, CHAMBERS SHALL HAVE INTEGRAL, INTERLOCKING STACKING LUGS.
   - TO ENSURE A SECURE JOINT DURING INSTALLATION AND BACKFILL, THE HEIGHT OF THE CHAMBER JOINT SHALL NOT BE LESS THAN 2".
   - TO ENSURE THE INTEGRITY OF THE ARCH SHAPE DURING INSTALLATION, a) THE ARCH STIFFNESS CONSTANT SHALL BE GREATER THAN OR EQUAL TO 750 LBS/FT/%. THE ASC IS DEFINED IN SECTION 6.2.8 OF ASTM F2418. AND b) TO RESIST CHAMBER DEFORMATION DURING INSTALLATION AT ELEVATED TEMPERATURES (ABOVE 73° F / 23° C), CHAMBERS SHALL BE PRODUCED FROM REFLECTIVE GOLD OR YELLOW COLORS.
8. ONLY CHAMBERS THAT ARE APPROVED BY THE SITE DESIGN ENGINEER WILL BE ALLOWED. UPON REQUEST BY THE SITE DESIGN ENGINEER OR OWNER, THE CHAMBER MANUFACTURER SHALL SUBMIT A STRUCTURAL EVALUATION FOR APPROVAL BEFORE DELIVERING CHAMBERS TO THE PROJECT SITE AS FOLLOWS:
   - THE STRUCTURAL EVALUATION SHALL BE SEALED BY A REGISTERED PROFESSIONAL ENGINEER.
   - THE STRUCTURAL EVALUATION SHALL DEMONSTRATE THAT THE SAFETY FACTORS ARE GREATER THAN OR EQUAL TO 1.95 FOR DEAD LOAD AND 1.75 FOR LIVE LOAD, THE MINIMUM REQUIRED BY ASTM F2787 AND BY SECTIONS 3 AND 12.12 OF THE AASHTO LRFD BRIDGE DESIGN SPECIFICATIONS FOR THERMOPLASTIC PIPE.
   - THE TEST DERIVED CREEP MODULUS AS SPECIFIED IN ASTM F2418 SHALL BE USED FOR PERMANENT DEAD LOAD DESIGN EXCEPT THAT IT SHALL BE THE 75-YEAR MODULUS USED FOR DESIGN.
9. CHAMBERS AND END CAPS SHALL BE PRODUCED AT AN ISO 9001 CERTIFIED MANUFACTURING FACILITY.
10. MANIFOLD SIZE TO BE DETERMINED BY SITE DESIGN ENGINEER. SEE TECHNICAL NOTE 6.32 FOR MANIFOLD SIZING GUIDANCE. DUE TO THE ADAPTATION OF THIS CHAMBER SYSTEM TO SPECIFIC SITE AND DESIGN CONSTRAINTS, IT MAY BE NECESSARY TO CUT AND COUPLE ADDITIONAL PIPE TO STANDARD MANIFOLD COMPONENTS IN THE FIELD.
11. ADS DOES NOT DESIGN OR PROVIDE MEMBRANE LINER SYSTEMS. TO MINIMIZE THE LEAKAGE POTENTIAL OF LINER SYSTEMS, THE MEMBRANE LINER SYSTEM SHOULD BE DESIGNED BY A KNOWLEDGEABLE GEOTEXTILE PROFESSIONAL AND INSTALLED BY A QUALIFIED CONTRACTOR.

IMPORTANT - NOTES FOR THE BIDDING AND INSTALLATION OF THE SC-800 SYSTEM

1. STORMTECH SC-800 CHAMBERS SHALL NOT BE INSTALLED UNTIL THE MANUFACTURER'S REPRESENTATIVE HAS COMPLETED A PRE-CONSTRUCTION MEETING WITH THE INSTALLERS.
2. STORMTECH SC-800 CHAMBERS SHALL BE INSTALLED IN ACCORDANCE WITH THE "STORMTECH SC-310/SC-740/SC-800/DC-780 CONSTRUCTION GUIDE".
3. CHAMBERS ARE NOT TO BE BACKFILLED WITH A DOZER OR AN EXCAVATOR SITUATED OVER THE CHAMBERS. STORMTECH RECOMMENDS 3 BACKFILL METHODS:
   - STONESHOOTER LOCATED OFF THE CHAMBER BED.
   - BACKFILL AS ROWS ARE BUILT USING AN EXCAVATOR ON THE FOUNDATION STONE OR SUBGRADE.
   - BACKFILL FROM OUTSIDE THE EXCAVATION USING A LONG BOOM HOE OR EXCAVATOR.
4. THE FOUNDATION STONE SHALL BE LEVELED AND COMPACTED PRIOR TO PLACING CHAMBERS.
5. JOINTS BETWEEN CHAMBERS SHALL BE PROPERLY SEATED PRIOR TO PLACING STONE.
6. MAINTAIN MINIMUM - 6" (150 mm) SPACING BETWEEN THE CHAMBER ROWS.
7. EMBEDMENT STONE SURROUNDING CHAMBERS MUST BE A CLEAN, CRUSHED, ANGULAR STONE OR RECYCLED CONCRETE; AASHTO M43 #3, 357, 4, 467, 5, 56, OR 57.
8. THE CONTRACTOR MUST REPORT ANY DISCREPANCIES WITH CHAMBER FOUNDATION MATERIALS BEARING CAPACITIES TO THE SITE DESIGN ENGINEER.
9. ADS RECOMMENDS THE USE OF "FLEXSTORM CATCH IT" INSERTS DURING CONSTRUCTION FOR ALL INLETS TO PROTECT THE SUBSURFACE STORMWATER MANAGEMENT SYSTEM FROM CONSTRUCTION SITE RUNOFF.

NOTES FOR CONSTRUCTION EQUIPMENT

1. STORMTECH SC-800 CHAMBERS SHALL BE INSTALLED IN ACCORDANCE WITH THE "STORMTECH SC-310/SC-740/SC-800/DC-780 CONSTRUCTION GUIDE".
2. THE USE OF CONSTRUCTION EQUIPMENT OVER SC-800 CHAMBERS IS LIMITED:
   - NO EQUIPMENT IS ALLOWED ON BARE CHAMBERS.
   - NO RUBBER TIRED LOADERS, DUMP TRUCKS, OR EXCAVATORS ARE ALLOWED UNTIL PROPER FILL DEPTHS ARE REACHED IN ACCORDANCE WITH THE "STORMTECH SC-310/SC-740/SC-800/DC-780 CONSTRUCTION GUIDE".
   - WEIGHT LIMITS FOR CONSTRUCTION EQUIPMENT CAN BE FOUND IN THE "STORMTECH SC-310/SC-740/SC-800/DC-780 CONSTRUCTION GUIDE".
3. FULL 36" (900 mm) OF STABILIZED COVER MATERIALS OVER THE CHAMBERS IS REQUIRED FOR DUMP TRUCK TRAVEL OR DUMPING.

USE OF A DOZER TO PUSH EMBEDMENT STONE BETWEEN THE ROWS OF CHAMBERS MAY CAUSE DAMAGE TO THE CHAMBERS AND IS NOT AN ACCEPTABLE BACKFILL METHOD. ANY CHAMBERS DAMAGED BY THE "DUMP AND PUSH" METHOD ARE NOT COVERED UNDER THE STORMTECH STANDARD WARRANTY.

CONTACT STORMTECH AT 1-800-821-6710 WITH ANY QUESTIONS ON INSTALLATION REQUIREMENTS OR WEIGHT LIMITS FOR CONSTRUCTION EQUIPMENT.

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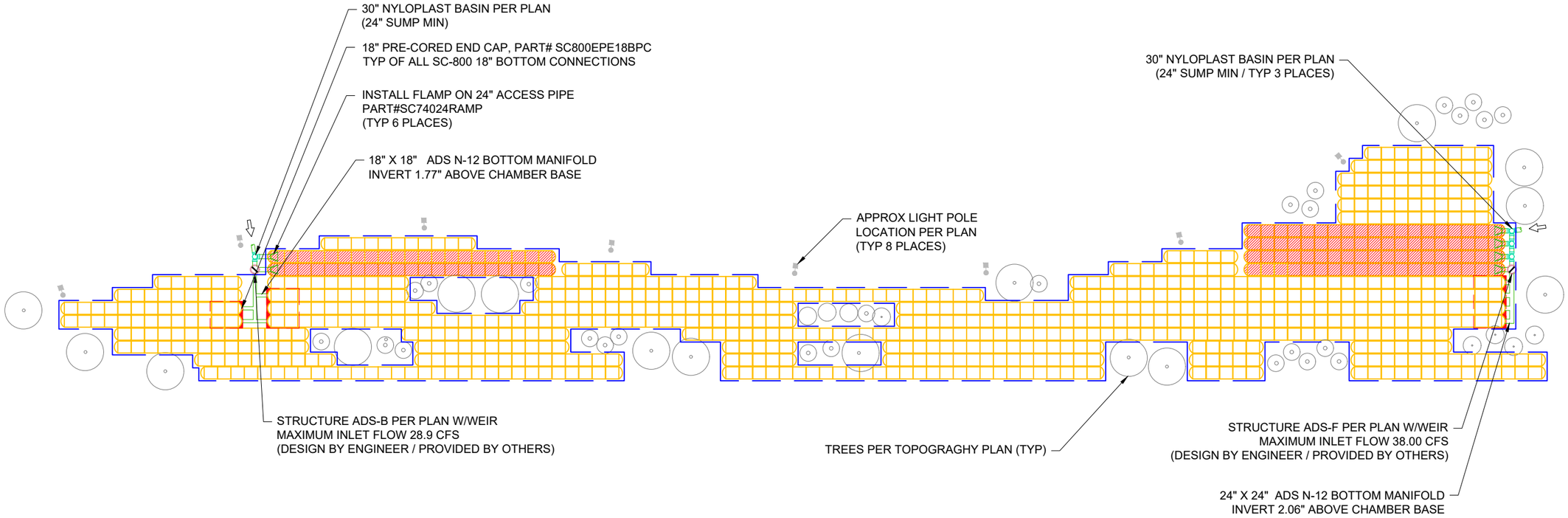
PROPOSED LAYOUT

831	STORMTECH MC-3500 CHAMBERS
100	STORMTECH MC-3500 END CAPS
12	STONE ABOVE (in)
9	STONE BELOW (in)
40	% STONE VOID
152,425	**INSTALLED SYSTEM VOLUME (CF) (PERIMETER STONE INCLUDED)**
13,147	**ISOLATOR ROW WQ VOLUME (BARE CHAMBER ONLY)**
45420	SYSTEM AREA (ft²)
2390	SYSTEM PERIMETER (ft)

PROPOSED ELEVATIONS

23.50	MAXIMUM ALLOWABLE GRADE (TOP OF PAVEMENT/UNPAVED)
17.50	MINIMUM ALLOWABLE GRADE (UNPAVED WITH TRAFFIC)
17.00	MINIMUM ALLOWABLE GRADE (UNPAVED NO TRAFFIC)
17.00	MINIMUM ALLOWABLE GRADE (BASE OF FLEXIBLE PAVEMENT)
17.00	MINIMUM ALLOWABLE GRADE (TOP OF RIGID PAVEMENT)
16.50	TOP OF STONE
15.50	TOP OF MC-3500 CHAMBER
11.92	24" ISOLATOR ROW PLUS CONNECTION INVERT
11.92	24" BOTTOM MANIFOLD/CONNECTION INVERT
11.90	18" BOTTOM MANIFOLD/CONNECTION INVERT
11.75	BOTTOM OF MC-3500 CHAMBER
11.00	BOTTOM OF STONE



ISOLATOR ROW PLUS (SEE DETAIL)

PLACE MINIMUM 17.5' OF ADSPLUS125 WOVEN GEOTEXTILE
OVER BEDDING STONE AND UNDERNEATH CHAMBER FEET
FOR SCOUR PROTECTION AT ALL CHAMBER INLET ROWS

BED LIMITS

DESTIN CROSS TOWN CONNECTOR
DESTIN, FL

DATE: 10/04/22 | DRAWN: NSL | CHECKED: CJD
PROJECT #: S317945

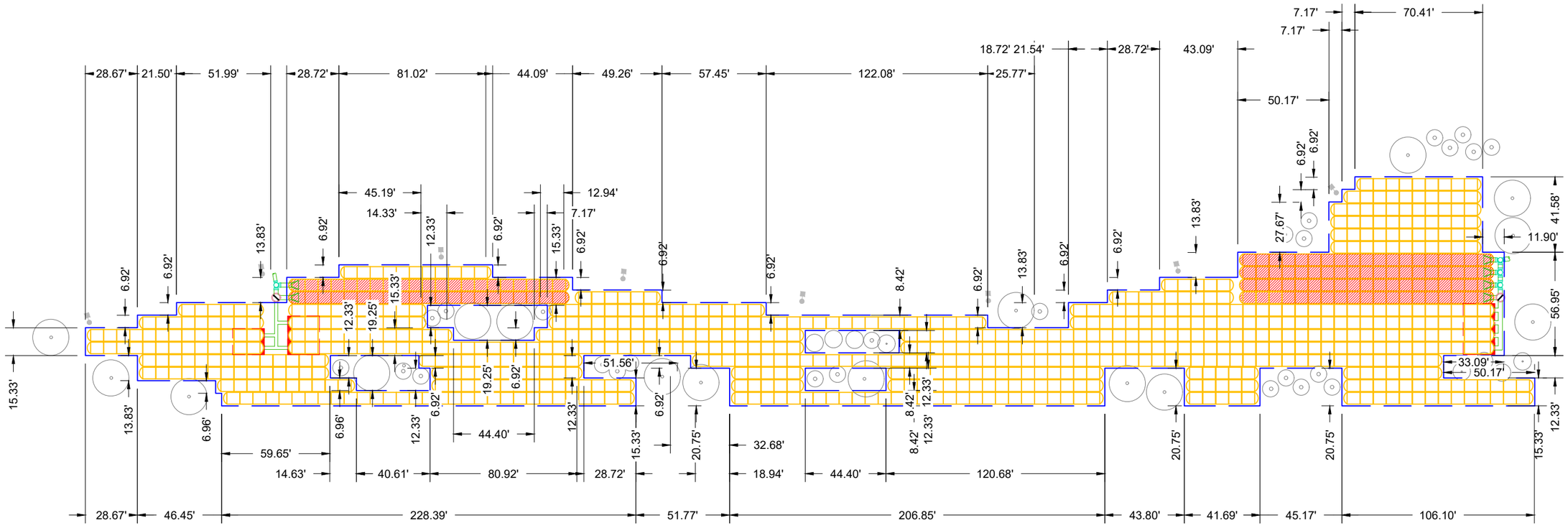
DATE	DWN	CHK
5/7/2025	SVO	JPR

StormTech®
Chamber System

4640 TRUEMAN BLVD
HILLIARD, OH 43026

0 60' 120'

THIS DRAWING HAS BEEN PREPARED BASED ON INFORMATION PROVIDED TO ADS/STORMTECH UNDER THE DIRECTION OF THE PROJECT'S ENGINEER OF RECORD ("EOR") OR OTHER PROJECT REPRESENTATIVE. THIS DRAWING IS NOT INTENDED FOR USE IN BIDDING OR CONSTRUCTION WITHOUT THE EOR'S PRIOR APPROVAL. EOR SHALL REVIEW THIS DRAWING PRIOR TO BIDDING AND/OR CONSTRUCTION. IT IS THE ULTIMATE RESPONSIBILITY OF THE EOR TO ENSURE THAT THE PRODUCT(S) DEPICTED AND ALL ASSOCIATED DETAILS MEET ALL APPLICABLE LAWS, REGULATIONS, AND PROJECT REQUIREMENTS.



DESTIN CROSS TOWN CONNECTOR

DESTIN, FL

DATE: 10/04/22 | DRAWN: NSL | PROJECT #: S317945 | CHECKED: CJD

DATE	DWN	CHK
5/7/2025	SVO	JPR

StormTech® Chamber System

4640 TRUEMAN BLVD
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0 60' 120'

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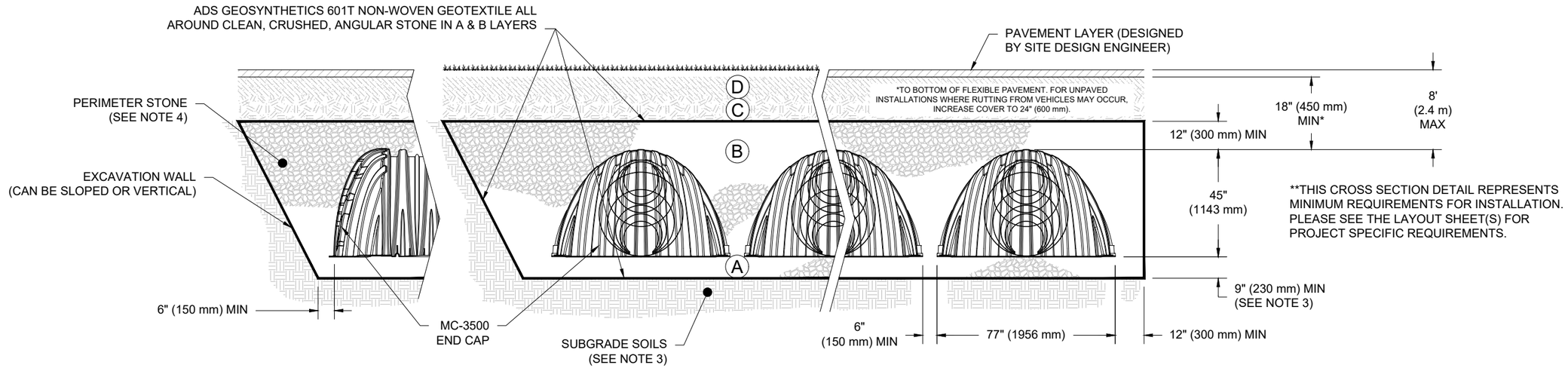
ACCEPTABLE FILL MATERIALS: STORMTECH MC-3500 CHAMBER SYSTEMS

MATERIAL LOCATION		DESCRIPTION	AASHTO MATERIAL CLASSIFICATIONS	COMPACTION / DENSITY REQUIREMENT
D	**FINAL FILL:** FILL MATERIAL FOR LAYER 'D' STARTS FROM THE TOP OF THE 'C' LAYER TO THE BOTTOM OF FLEXIBLE PAVEMENT OR UNPAVED FINISHED GRADE ABOVE. NOTE THAT PAVEMENT SUBBASE MAY BE PART OF THE 'D' LAYER	ANY SOIL/ROCK MATERIALS, NATIVE SOILS, OR PER ENGINEER'S PLANS. CHECK PLANS FOR PAVEMENT SUBGRADE REQUIREMENTS.	N/A	PREPARE PER SITE DESIGN ENGINEER'S PLANS. PAVED INSTALLATIONS MAY HAVE STRINGENT MATERIAL AND PREPARATION REQUIREMENTS.
C	**INITIAL FILL:** FILL MATERIAL FOR LAYER 'C' STARTS FROM THE TOP OF THE EMBEDMENT STONE ('B' LAYER) TO 18" (450 mm) ABOVE THE TOP OF THE CHAMBER. NOTE THAT PAVEMENT SUBBASE MAY BE A PART OF THE 'C' LAYER.	GRANULAR WELL-GRADED SOIL/AGGREGATE MIXTURES, <35% FINES OR PROCESSED AGGREGATE. MOST PAVEMENT SUBBASE MATERIALS CAN BE USED IN LIEU OF THIS LAYER.	AASHTO M145[1] A-1, A-2-4, A-3 OR AASHTO M43[1] 3, 357, 4, 467, 5, 56, 57, 6, 67, 68, 7, 78, 8, 89, 9, 10	BEGIN COMPACTIONS AFTER 18" (450 mm) OF MATERIAL OVER THE CHAMBERS IS REACHED. COMPACT ADDITIONAL LAYERS IN 12" (300 mm) MAX LIFTS TO A MIN. 95% PROCTOR DENSITY FOR WELL GRADED MATERIAL AND 95% RELATIVE DENSITY FOR PROCESSED AGGREGATE MATERIALS.
B	**EMBEDMENT STONE:** FILL SURROUNDING THE CHAMBERS FROM THE FOUNDATION STONE ('A' LAYER) TO THE 'C' LAYER ABOVE.	CLEAN, CRUSHED, ANGULAR STONE OR RECYCLED CONCRETE[5]	AASHTO M43[1] 3, 357, 4, 467, 5, 56, 57	NO COMPACTION REQUIRED
A	**FOUNDATION STONE:** FILL BELOW CHAMBERS FROM THE SUBGRADE UP TO THE FOOT (BOTTOM) OF THE CHAMBER.	CLEAN, CRUSHED, ANGULAR STONE OR RECYCLED CONCRETE[5]	AASHTO M43[1] 3, 357, 4, 467, 5, 56, 57	PLATE COMPACT OR ROLL TO ACHIEVE A FLAT SURFACE.[2,3]

PLEASE NOTE:
1. THE LISTED AASHTO DESIGNATIONS ARE FOR GRADATIONS ONLY. THE STONE MUST ALSO BE CLEAN, CRUSHED, ANGULAR. FOR EXAMPLE, A SPECIFICATION FOR #4 STONE WOULD STATE: "CLEAN, CRUSHED, ANGULAR NO. 4 (AASHTO M43) STONE".
2. STORMTECH COMPACTION REQUIREMENTS ARE MET FOR 'A' LOCATION MATERIALS WHEN PLACED AND COMPACTED IN 9" (230 mm) (MAX) LIFTS USING TWO FULL COVERAGES WITH A VIBRATORY COMPACTOR.
3. WHERE INFILTRATION SURFACES MAY BE COMPROMISED BY COMPACTION, FOR STANDARD DESIGN LOAD CONDITIONS, A FLAT SURFACE MAY BE ACHIEVED BY RAKING OR DRAGGING WITHOUT COMPACTION EQUIPMENT. FOR SPECIAL LOAD DESIGNS, CONTACT STORMTECH FOR COMPACTION REQUIREMENTS.
4. ONCE LAYER 'C' IS PLACED, ANY SOIL/MATERIAL CAN BE PLACED IN LAYER 'D' UP TO THE FINISHED GRADE. MOST PAVEMENT SUBBASE SOILS CAN BE USED TO REPLACE THE MATERIAL REQUIREMENTS OF LAYER 'C' OR 'D' AT THE SITE DESIGN ENGINEER'S DISCRETION.
5. WHERE RECYCLED CONCRETE AGGREGATE IS USED IN LAYERS 'A' OR 'B' THE MATERIAL SHOULD ALSO MEET THE ACCEPTABILITY CRITERIA OUTLINED IN TECHNICAL NOTE 6.20 "RECYCLED CONCRETE STRUCTURAL BACKFILL".



NOTES:

1. CHAMBERS SHALL MEET THE REQUIREMENTS OF ASTM F2418, "STANDARD SPECIFICATION FOR POLYPROPYLENE (PP) CORRUGATED WALL STORMWATER COLLECTION CHAMBERS" CHAMBER CLASSIFICATION 45x76 DESIGNATION SS.
2. MC-3500 CHAMBERS SHALL BE DESIGNED IN ACCORDANCE WITH ASTM F2787 "STANDARD PRACTICE FOR STRUCTURAL DESIGN OF THERMOPLASTIC CORRUGATED WALL STORMWATER COLLECTION CHAMBERS".
3. THE SITE DESIGN ENGINEER IS RESPONSIBLE FOR ASSESSING THE BEARING RESISTANCE (ALLOWABLE BEARING CAPACITY) OF THE SUBGRADE SOILS AND THE DEPTH OF FOUNDATION STONE WITH CONSIDERATION FOR THE RANGE OF EXPECTED SOIL MOISTURE CONDITIONS. REFERENCE STORMTECH DESIGN MANUAL FOR BEARING CAPACITY GUIDANCE.
4. PERIMETER STONE MUST BE EXTENDED HORIZONTALLY TO THE EXCAVATION WALL FOR BOTH VERTICAL AND SLOPED EXCAVATION WALLS.
5. REQUIREMENTS FOR HANDLING AND INSTALLATION:
   - TO MAINTAIN THE WIDTH OF CHAMBERS DURING SHIPPING AND HANDLING, CHAMBERS SHALL HAVE INTEGRAL, INTERLOCKING STACKING LUGS.
   - TO ENSURE A SECURE JOINT DURING INSTALLATION AND BACKFILL, THE HEIGHT OF THE CHAMBER JOINT SHALL NOT BE LESS THAN 3".
   - TO ENSURE THE INTEGRITY OF THE ARCH SHAPE DURING INSTALLATION, a) THE ARCH STIFFNESS CONSTANT AS DEFINED IN SECTION 6.2.8 OF ASTM F2418 SHALL BE GREATER THAN OR EQUAL TO 500 LBS/FT/%. AND b) TO RESIST CHAMBER DEFORMATION DURING INSTALLATION AT ELEVATED TEMPERATURES (ABOVE 73° F / 23° C), CHAMBERS SHALL BE PRODUCED FROM REFLECTIVE GOLD OR YELLOW COLORS.

DESTIN CROSS TOWN CONNECTOR
DESTIN, FL
DATE: 10/04/22 | DRAWN: NSL
PROJECT #: S317945 | CHECKED: CJD

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StormTech® Chamber System

4640 TRUEMAN BLVD
HILLIARD, OH 43026

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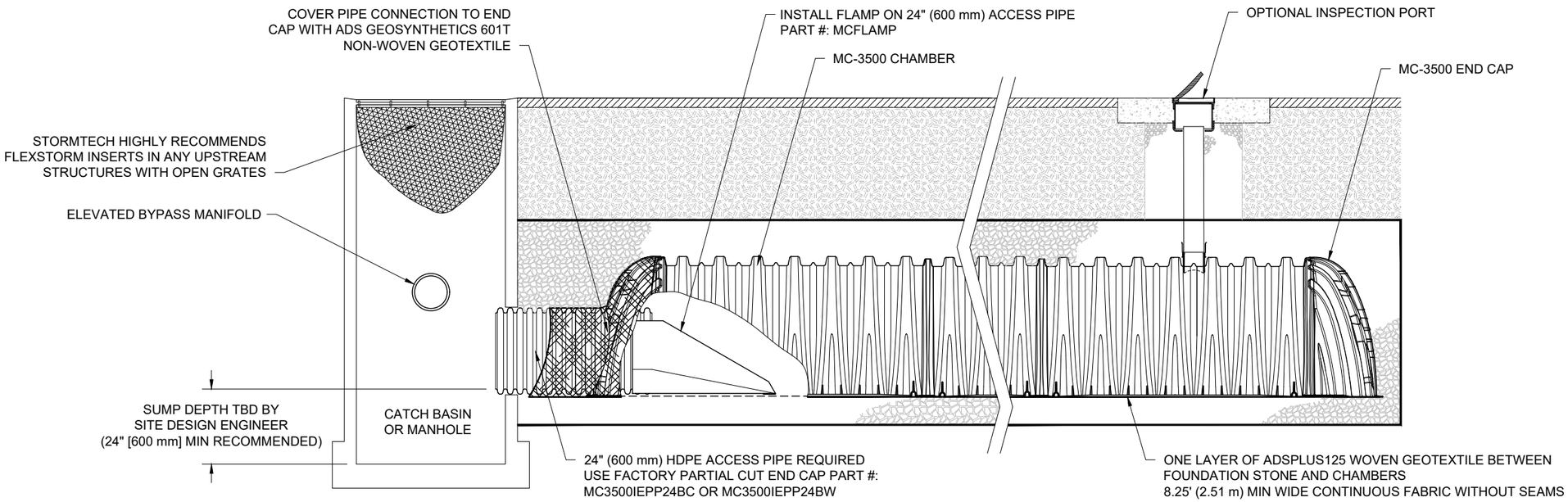

MC-3500 ISOLATOR ROW PLUS DETAIL
NTS

INSPECTION & MAINTENANCE

STEP 1) INSPECT ISOLATOR ROW PLUS FOR SEDIMENT
- A. INSPECTION PORTS (IF PRESENT)
  - A.1. REMOVE/OPEN LID ON NYLOPLAST INLINE DRAIN
  - A.2. REMOVE AND CLEAN FLEXSTORM FILTER IF INSTALLED
  - A.3. USING A FLASHLIGHT AND STADIA ROD, MEASURE DEPTH OF SEDIMENT AND RECORD ON MAINTENANCE LOG
  - A.4. LOWER A CAMERA INTO ISOLATOR ROW PLUS FOR VISUAL INSPECTION OF SEDIMENT LEVELS (OPTIONAL)
  - A.5. IF SEDIMENT IS AT, OR ABOVE, 3" (80 mm) PROCEED TO STEP 2. IF NOT, PROCEED TO STEP 3.
- B. ALL ISOLATOR PLUS ROWS
  - B.1. REMOVE COVER FROM STRUCTURE AT UPSTREAM END OF ISOLATOR ROW PLUS
  - B.2. USING A FLASHLIGHT, INSPECT DOWN THE ISOLATOR ROW PLUS THROUGH OUTLET PIPE
    - i) MIRRORS ON POLES OR CAMERAS MAY BE USED TO AVOID A CONFINED SPACE ENTRY
    - ii) FOLLOW OSHA REGULATIONS FOR CONFINED SPACE ENTRY IF ENTERING MANHOLE
  - B.3. IF SEDIMENT IS AT, OR ABOVE, 3" (80 mm) PROCEED TO STEP 2. IF NOT, PROCEED TO STEP 3.

STEP 2) CLEAN OUT ISOLATOR ROW PLUS USING THE JETVAC PROCESS
- A. A FIXED CULVERT CLEANING NOZZLE WITH REAR FACING SPREAD OF 45" (1.1 m) OR MORE IS PREFERRED
- B. APPLY MULTIPLE PASSES OF JETVAC UNTIL BACKFLUSH WATER IS CLEAN
- C. VACUUM STRUCTURE SUMP AS REQUIRED

STEP 3) REPLACE ALL COVERS, GRATES, FILTERS, AND LIDS; RECORD OBSERVATIONS AND ACTIONS.

STEP 4) INSPECT AND CLEAN BASINS AND MANHOLES UPSTREAM OF THE STORMTECH SYSTEM.

NOTES

1. INSPECT EVERY 6 MONTHS DURING THE FIRST YEAR OF OPERATION. ADJUST THE INSPECTION INTERVAL BASED ON PREVIOUS OBSERVATIONS OF SEDIMENT ACCUMULATION AND HIGH WATER ELEVATIONS.

2. CONDUCT JETTING AND VACTORING ANNUALLY OR WHEN INSPECTION SHOWS THAT MAINTENANCE IS NECESSARY.

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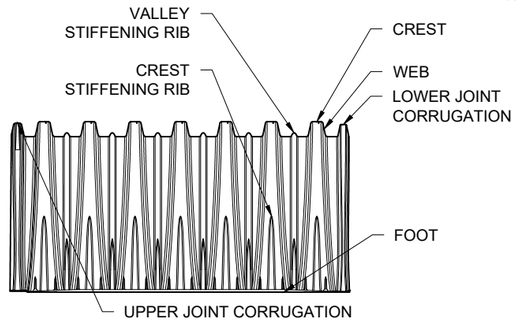
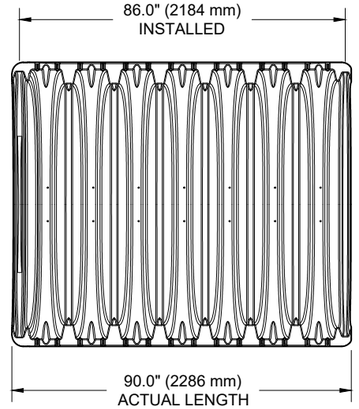
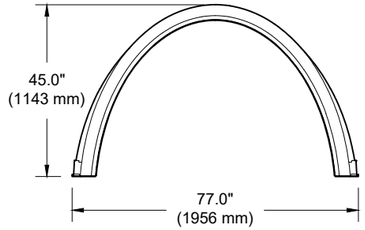
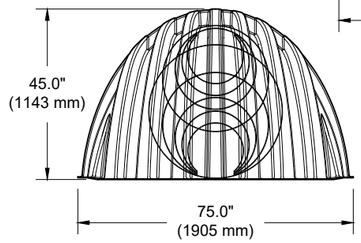
MC-3500 TECHNICAL SPECIFICATION

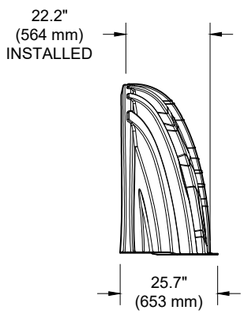
NTS











NOMINAL CHAMBER SPECIFICATIONS

SIZE (W X H X INSTALLED LENGTH)	77.0" X 45.0" X 86.0"	(1956 mm X 1143 mm X 2184 mm)
CHAMBER STORAGE	109.9 CUBIC FEET	(3.11 m³)
MINIMUM INSTALLED STORAGE*	175.0 CUBIC FEET	(4.96 m³)
WEIGHT	134 lbs.	(60.8 kg)

NOMINAL END CAP SPECIFICATIONS

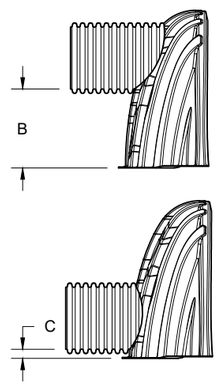
SIZE (W X H X INSTALLED LENGTH)	75.0" X 45.0" X 22.2"	(1905 mm X 1143 mm X 564 mm)
END CAP STORAGE	14.9 CUBIC FEET	(0.42 m³)
MINIMUM INSTALLED STORAGE*	45.1 CUBIC FEET	(1.28 m³)
WEIGHT	49 lbs.	(22.2 kg)

*ASSUMES 12" (305 mm) STONE ABOVE, 9" (229 mm) STONE FOUNDATION, 6" (152 mm) STONE BETWEEN CHAMBERS, 6" (152 mm) STONE PERIMETER IN FRONT OF END CAPS AND 40% STONE POROSITY.

PARTIAL CUT HOLES AT BOTTOM OF END CAP FOR PART NUMBERS ENDING WITH "B"
PARTIAL CUT HOLES AT TOP OF END CAP FOR PART NUMBERS ENDING WITH "T"
END CAPS WITH A PREFABRICATED WELDED STUB END WITH "W"
END CAPS WITH A WELDED CROWN PLATE END WITH "C"

PART #	STUB	B	C
MC3500IEPP06T	6" (150 mm)	33.21" (844 mm)	---
MC3500IEPP06B		---	0.66" (17 mm)
MC3500IEPP08T	8" (200 mm)	31.16" (791 mm)	---
MC3500IEPP08B		---	0.81" (21 mm)
MC3500IEPP10T	10" (250 mm)	29.04" (738 mm)	---
MC3500IEPP10B		---	0.93" (24 mm)
MC3500IEPP12T	12" (300 mm)	26.36" (670 mm)	---
MC3500IEPP12B		---	1.35" (34 mm)
MC3500IEPP15T	15" (375 mm)	23.39" (594 mm)	---
MC3500IEPP15B		---	1.50" (38 mm)
MC3500IEPP18TC	18" (450 mm)	20.03" (509 mm)	---
MC3500IEPP18TW			
MC3500IEPP18BC		---	1.77" (45 mm)
MC3500IEPP18BW			
MC3500IEPP24TC	24" (600 mm)	14.48" (368 mm)	---
MC3500IEPP24TW			
MC3500IEPP24BC		---	2.06" (52 mm)
MC3500IEPP24BW			
MC3500IEPP30BC	30" (750 mm)	---	2.75" (70 mm)

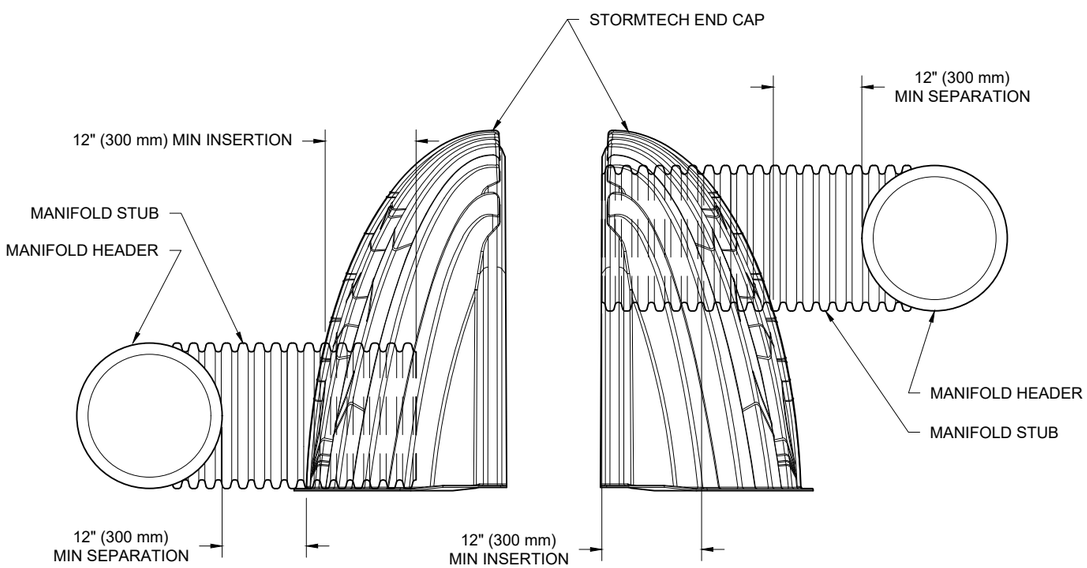
NOTE: ALL DIMENSIONS ARE NOMINAL



CUSTOM PARTIAL CUT INVERTS ARE AVAILABLE UPON REQUEST. INVENTORIED MANIFOLDS INCLUDE 12-24" (300-600 mm) SIZE ON SIZE AND 15-48" (375-1200 mm) ECCENTRIC MANIFOLDS. CUSTOM INVERT LOCATIONS ON THE MC-3500 END CAP CUT IN THE FIELD ARE NOT RECOMMENDED FOR PIPE SIZES GREATER THAN 10" (250 mm). THE INVERT LOCATION IN COLUMN 'B' ARE THE HIGHEST POSSIBLE FOR THE PIPE SIZE.

MC-SERIES END CAP INSERTION DETAIL

NTS



NOTE: MANIFOLD STUB MUST BE LAID HORIZONTAL FOR A PROPER FIT IN END CAP OPENING.

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NYLOPLAST DRAIN BASIN

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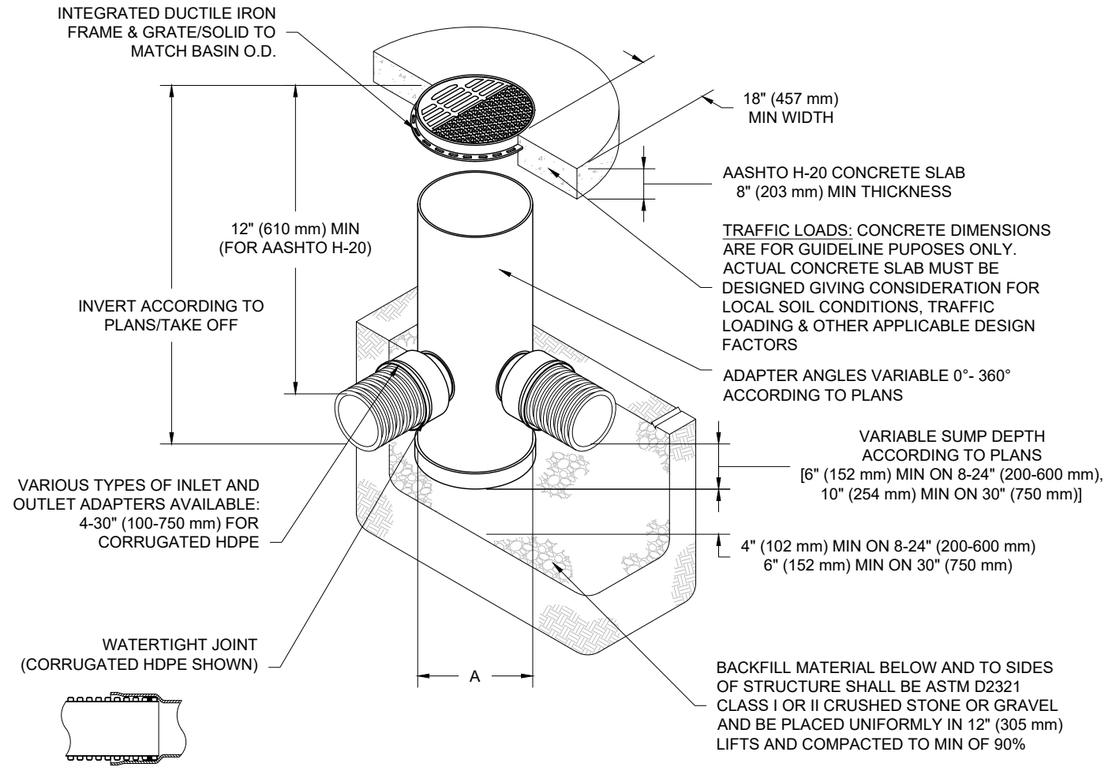

NOTES

1. 8-30" (200-750 mm) GRATES/SOLID COVERS SHALL BE DUCTILE IRON PER ASTM A536 GRADE 70-50-05
2. 12-30" (300-750 mm) FRAMES SHALL BE DUCTILE IRON PER ASTM A536 GRADE 70-50-05
3. DRAIN BASIN TO BE CUSTOM MANUFACTURED ACCORDING TO PLAN DETAILS
4. DRAINAGE CONNECTION STUB JOINT TIGHTNESS SHALL CONFORM TO ASTM D3212 FOR CORRUGATED HDPE (ADS & HANCOR DUAL WALL) & SDR 35 PVC
5. FOR COMPLETE DESIGN AND PRODUCT INFORMATION: **WWW.NYLOPLAST-US.COM**
6. TO ORDER CALL: **800-821-6710**

A	PART #	GRATE/SOLID COVER OPTIONS		
8" (200 mm)	2808AG	PEDESTRIAN LIGHT DUTY	STANDARD LIGHT DUTY	SOLID LIGHT DUTY
10" (250 mm)	2810AG	PEDESTRIAN LIGHT DUTY	STANDARD LIGHT DUTY	SOLID LIGHT DUTY
12" (300 mm)	2812AG	PEDESTRIAN AASHTO H-10	STANDARD AASHTO H-20	SOLID AASHTO H-20
15" (375 mm)	2815AG	PEDESTRIAN AASHTO H-10	STANDARD AASHTO H-20	SOLID AASHTO H-20
18" (450 mm)	2818AG	PEDESTRIAN AASHTO H-10	STANDARD AASHTO H-20	SOLID AASHTO H-20
24" (600 mm)	2824AG	PEDESTRIAN AASHTO H-10	STANDARD AASHTO H-20	SOLID AASHTO H-20
30" (750 mm)	2830AG	PEDESTRIAN AASHTO H-20	STANDARD AASHTO H-20	SOLID AASHTO H-20

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END OF ADDENDUM NO. 1

A copy of Addendum No. 1 signed and acknowledged shall precede the mandatory information required in the subject RFB.

Receipt of Addendum No. 1 is hereby acknowledged:

_____
Print Name

_____
Signature

_____
Date

ITEM # 2025-730

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: June 16, 2025
TYPE OF AGENDA ITEM: Action Item
AGENDA OUTLINE NUMBER: 4.E.

TO: City Council

THRU: Larry Jones , City Manager
Kimberly Kopp, City Attorney

FROM: Jeffrey Cozadd, Projects, Grants and Contracts Manager
Krystal Strickland, Finance Director

DATE: June 10, 2025

SUBJECT: Interlocal with the County for the Underpass Project near Stahlman Ave Safe Streets 4 All grant

I. BACKGROUND: The City of Destin, Florida, is seeking funding through the Safe Streets and Roads for All (SS4A) Program for Implementation grant funding to design and construct a pedestrian underpass at the intersection of US 98 and Stahlman Avenue. This critical infrastructure project aims to provide a safe crossing for pedestrians and cyclists, directly addressing a key safety concern identified in the Safety Action Plan (SAP) adopted by the Emerald Coast Regional Council in December 2024. This intersection was specifically highlighted in the SAP due to its high risk for pedestrian and bicycle accidents. This project will also seek to address congestion issues along US 98 in this area, which is currently exacerbated by the heavy presence of people accessing destinations by walking and biking in the vicinity.

The Okaloosa-Walton Transportation Planning Organization (TPO) has placed a high priority on improvements to US 98 between Calhoun Avenue and Airport Road, currently ranked fifth on the Strategic Intermodal Systems (SIS) project priority list. The estimated cost of designing and constructing a Stahlman Pedestrian Underpass Project is $20,000,000 and the latest FDOT 5-year work program has not budgeted any funding.

SS4A grants require a 20% local match and the County and City, through an Interlocal Agreement (ILA), would agree to split the local match for the estimated $20,000,000 project cost for a Stahlman Pedestrian Underpass Project. The US 98 and Stahlman Avenue Intersection Improvements project is on the Original Surtax Needs List with a placeholder cost of $3,000,000. If the SS4A grant is awarded to the City of Destin, the County would agree to fund 90% of the project local match amounting to $3,600,000, and the City would fund 10% of the project local match amounting to $400,000. Funds would be provided at the time of grant award to the City of Destin.

The County Infrastructure Surtax Advisory Committee recommended allocation of Surtax Reserves in the amount of $3,600,000 for the County's portion of the local match at their May 27, 2025 meeting. The BOCC approved the ILA at their June 10th meeting.

II. DISCUSSION: This ILA will be included in the City's SS4A grant application for the design and construction of a pedestrian underpass near the Stahlman/98 intersection.

A. Link to Strategic Goals / Objectives: V. Improve mobility and connectivity

B. Effect on Budget (EOB): The City would be obligated to a $400K match requirement, and this can be added to the FY2026 Capital Improvement Plan and FY26 Budget. Staff recommends pledging either Transportation Impact Fees or Okaloosa Half Penny Infrastructure Surtax funds for the City match.

C. Level of Service (LOS): LOS will be increased

D. Legislative Sponsor:

E. Business Impact Statement:

III. CONCLUSION: Staff is requesting approval of the ILA with the County, and the allocation of funding as a portion of the local match at time of award of the SS4A grant.

IV. RECOMMENDED MOTION: Motion to approve the Interlocal Agreement between City of Destin and Okaloosa County for the US 98 & Stahlman Intersection Improvements and to allocate $400K in funding as a portion of the local match at the time of award of the SS4A grant.

Attachments:

1. City of Destin ILA for Pedestrian Underpass

INTERLOCAL AGREEMENT BETWEEN OKALOOSA COUNTY AND CITY OF DESTIN FOR THE STAHLMAN PEDESTRIAN UNDERPASS PROJECT

THIS INTERLOCAL AGREEMENT (hereinafter the "Agreement") is made and entered into this ____ day of June 2025 by and between **OKALOOSA COUNTY**, a political subdivision of the State of Florida ("County"), and the **CITY OF DESTIN**, a municipal corporation organized under the laws of the State of Florida ("City").

WHEREAS, the Stahlman Pedestrian Underpass Project has been identified, near or at the intersection of US 98 and Stahlman Avenue, to address existing and future vehicular capacity and safety issues on US 98 as well as the high volumes of pedestrian crossing traffic at the US 98 & Stahlman Avenue intersection in Destin, Florida; and

WHEREAS, the Okaloosa-Walton Transportation Planning Organization (TPO) has placed a high priority on improvements to US 98 between Calhoun Avenue and Airport Road, currently ranked fifth (5th) on the Strategic Intermodal Systems (SIS) project priority list; and

WHEREAS, the Safe Streets and Roads for All (SS4A) Safety Action Plan identifies US 98/ Emerald Coast Parkway, from Coastguard Station to Walton County line as a Tier 1 Priority Project making the Stahlman Pedestrian Underpass Project eligible for an SS4A implementation grant; and

WHEREAS, the estimated cost of the Stahlman Pedestrian Underpass Project (the "Project") is twenty million dollars ($20,000,000.00) and the latest FDOT 5-year work program has not budgeted any funding through the year 2030; and

WHEREAS, the parties find it in the best interest of the public to accelerate the Stahlman Pedestrian Underpass project by jointly applying for a SS4A grant; and

WHEREAS, the SS4A grant requires local match funding.

NOW THEREFORE, in consideration of the foregoing and the mutual obligations set forth below, the parties, intending to be legally bound, agree as follows:

Section 1. Recitals. The above recitals are true and accurate and are incorporated herein as essential terms of the Agreement.

Section 2. Responsibilities.

A. SS4A grants require a twenty percent (20%) local match . The County and City agree to split the local match for the estimated twenty million dollar ($20,000,000.00) project cost for the Stahlman Pedestrian Underpass Project. If the SS4A grant is awarded, the County agrees to fund ninety percent (90%) of the Project local match amounting to three million six hundred thousand dollars ($3,600,000.00), and the

City agrees to fund ten percent (10%) of the Project local match amounting to four hundred thousand dollars ($400,000.00).

B. SS4A implementation applications are due June 26, 2025. The City agrees to submit the grant application for the Stahlman Pedestrian Underpass Project and to administer the grant if there is an award.

C. If the City is awarded the SS4A grant, the County agrees to transfer three million six hundred thousand dollars ($3,600,000.00) to the City within sixty (60) days of the Project agreement effective date between the City and the United States Department of Transportation.

D. The City shall use best efforts to ensure the Project is constructed within five (5) years of the Effective Date. Neither party shall cause unreasonable delay in construction of the Project. This Agreement may be extended upon mutual agreement in writing of the parties.

Section 3. Term. This Agreement shall be effective upon full execution by the parties of this Agreement and the filling of this Agreement with the Okaloosa County Clerk of Circuit Court in accordance with s. 163.01 (11), Florida Statutes. The date of successfully filling with the Okaloosa County Clerk of Circuit Court shall be the "Effective Date". This Agreement shall continue until completion of the Project or termination in accordance with Section 2D above.

Section 4. Termination, Default and Dispute Resolution. This Agreement may only be terminated by notice to and the written consent of both parties. In the event of a material breach of this Agreement which is not cured in thirty (30) days following receipt of written notice of the default, then either party may institute litigation to protect their rights under this Agreement. In the event that the City causes unreasonable delay and the construction of the Project has not begun within five (5) years of the Effective Date without a mutual extension, the City, upon thirty (30) day's written notice by the County, shall reimburse the County's unexpended share of the funds for the Project. The prevailing party shall be entitled to a reasonable attorney's fee and costs of such litigation.

Section 5. Third Party Beneficiaries. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

Section 6. Authority. Each party represents and warrants that it, through its elected governing body, has the right, power, and authority to execute and deliver this Agreement and to perform all of the obligations stated herein.

Section 7. Notice. Any notice or document required to be delivered under this Agreement shall be in writing and shall be deemed received by the other party at the earlier of the date actually received, or five (5) business days after the date deposited in a United States Postal Service depository, postage prepaid, registered or certified mail, addressed to the County or the City, as the case may be, at the addresses set forth below:

As to the County:
County Administrator
Okaloosa County
1250 N. Eglin Pkwy
Suite 100
Shalimar, FL 32579

As to Destin:
City Manager
City of Destin
4200 Indian Bayou Trail
Destin, Florida 32541

Section 8. Entire Agreement. This Agreement represents the entire understanding between the parties with respect to the undertakings covered hereunder and there are no oral or collateral agreements with respect thereto between the parties. The provisions hereof may be amended or waived only pursuant to an instrument in writing, approved by the City Council and the Board of County Commissioners, and jointly executed by the parties hereto.

Section 9. Governing Law and Venue. This Agreement shall be interpreted in accordance with the laws of the State of Florida without regard to its principles of conflicts of laws. Venue for any legal proceedings arising out of this Agreement shall be in the state Courts of Okaloosa County, Florida.

Section 10. Severability. If any portion of the Agreement, the deletion of which would not adversely affect the receipt of any material benefit by either party, is for any reason held or declared to be invalid or unenforceable, such determination shall not affect the remaining portions of this Agreement. If this Agreement or any portion of this Agreement is held or declared to be inapplicable to any person, property or circumstance, such determination shall not affect its applicability to any other person, property or circumstance.

Section 11. Conflicting Provisions. Any provision(s) of past agreements, entered into by the parties, in conflict with this Agreement are deemed repealed and the terms in this Agreement shall control.

Section 12. Public Records Act. This Agreement is subject to the Florida Public Records Act.

IF THE COUNTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COUNTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT DESTIN CITY

CLERK, 4200 INDIAN BAYOU TRAIL, DESTIN, FL 32541, (850) 837- 4242 rbailey@cityofdestin.com.

IF THE CITY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CITY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT OKALOOSA COUNTY RISK MANAGEMENT, 302 N. WILSON ST. SUITE 301, CRESTVIEW, FL 32536; (850)689-5977, riskinfo@myokaloosa.com.

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

OKALOOSA COUNTY, FLORIDA

By: _____
Paul Mixon, Chairman

Date: _____

ATTEST:

_____
Brad E. Embry, Clerk

CITY OF DESTIN, FLORIDA

By: _____
Bobby Wagner, Mayor

Date: _____

ATTEST:

_____
Rey Bailey, Clerk

ITEM # 2025-244

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: June 16, 2025
TYPE OF AGENDA ITEM: Announcement
AGENDA OUTLINE NUMBER: 4.F.

TO: City Council

THRU:

FROM:

DATE:

SUBJECT: Announcements

I. BACKGROUND:

II. DISCUSSION:

A. Link to Strategic Goals / Objectives:
B. Effect on Budget (EOB):
C. Level of Service (LOS):
D. Legislative Sponsor:
E. Business Impact Statement:

III. CONCLUSION:

IV. RECOMMENDED MOTION:

Attachments:

None

ITEM # 2025-629

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: June 16, 2025
TYPE OF AGENDA ITEM: Public Hearing
AGENDA OUTLINE NUMBER: 5.A.

TO: City Council

THRU: Larry Jones , City Manager
Kimberly Kopp, City Attorney

FROM: David Prichard, Community Development Director

DATE: June 6, 2025

SUBJECT: First reading of Ordinance 25-03-PC - Providing for the adoption of a small-scale amendment to the Comprehensive Plan Future Land Use Map to include a change in Future Land Use Designation of 3 parcels of real properly located within a portion of the area of Beach Drive to Benning Drive consisting of approximately 8.53 acres, from Medium Density Residential - Village (MDR-V) to Recreation (REC).

I. BACKGROUND: The subject property consists of three (3) lots, totaling approximately 8.53 acres. The lots currently have a FLUM designation of Medium Density Residential – Village (MDR-V). The property owner (the City) is proposing to construct a vehicular roadway on the property, which has already been approved by City Council, with the associated plat recorded. This roadway will serve as the final segment of the Destin Crosstown Connector, an east-west corridor. Therefore, the City is proposing to revise the FLUM designation from MDR-V to Recreation (REC).

II. DISCUSSION: The subject property consists of the following three (3) parcels, totaling approximately 8.53 acres:

Address and Parcel ID Numbers of Project:

- No Physical Address (00-2S-22-1575-0000-0010)
- No Physical Address (00-2S-22-1575-0000-0020)
- Right-of-Way (00-2S-22-1575-0000-0RW0)

The lots currently have a **Future Land Use Map (FLUM)** designation of **Medium Density Residential – Village (MDR-V)**.

On March 3, 2025, the City Council approved the Destin Crosstown Connector Development Order (DO-25-05), which authorized the construction of an east-west vehicular roadway and the associated site infrastructure. Additionally, the Final Plat approval was provided at the regularly scheduled April 7 City Council meeting and was subsequently recorded with Okaloosa County.

The City is now moving forward with the proposed FLUM Amendment and associated Rezoning, which would allow the necessary ROW to be created for the construction of the roadway, with the other two (2) parcels to be rezoned REC for stormwater retention purposes.

COMPREHENSIVE PLAN ANALYSIS:

Comprehensive Plan Policy 12-3.1.2 requires **Future Land Use Map Amendments** to be evaluated using the following criteria:

a. Orderly Development and Land Use Compatibility. Whether, and the extent to which, the proposal would maintain a compatible land use pattern, a smooth transition in the land use, considering the type and location of uses involved, the density, and intensity. Approval of a Comprehensive Plan amendment must be supported by evidence that the change will be consistent with Comprehensive Plan land use policies.

Staff Findings:

The proposed ***REC*** **FLUM** designation is described as below within the City's Comprehensive Plan –

Policy 1-2.7.2: Recreation (REC). The "REC" land use provides for publicly and privately owned property and facilities, with the intent to promote natural resource enhancement and to promote open spaces around buildings. No permanent or transient residential development is allowed within this FLUM designation. The LDC shall provide specific regulations for managing development of lands designated "REC."

> ***1. Active recreation areas include beach parks, boat launching facilities, parks, basketball courts, tennis courts, baseball and softball fields, meeting halls and the like. The intensity of development of such sites shall be limited to 75 percent of impervious surface for the site, and be consistent with all setbacks, parking, landscaping, and open space requirements as defined within the LDC. Also, buffering to prevent intrusive noise, light, glare, vibration or other nuisance factors shall be required on all newly developed recreation sites.***
>
> ***2. Passive recreation areas include open spaces, wilderness and wetlands preserves, scenic vistas, parks, and Clement Taylor Park.***
>
> ***3. Development of all locally-owned public recreation facilities within the City shall be reviewed and approved by the City Council prior to development of such site.***

Provided that there are passive recreation areas (open space) incorporated into the civil design plans and that there will be no housing developments able to be located on and/or within any of the parcels described, Staff finds that the proposed FLUM Amendment from MDR-V to REC is compatible and would result in a major decrease in the density permitted on the subject properties, while increasing connectivity and safety within the area.

Staff finds that the proposed FLUM amendment to **REC** maintains a compatible land use pattern, provides a smooth transition in the land use, and is consistent with Comprehensive Plan land use policies.

This criterion has been met.

b. Adequate Public Facilities. Approval of a Comprehensive Plan amendment must be supported by evidence that the amendment will not result in public facilities and services exceeding the capacity for such services and facilities existing or programmed, including transportation, utilities, drainage, recreation, education, emergency services and similar necessary facilities and services.

Staff Findings:
The proposed FLUM Amendment from MDR-V to REC and the accompanying rezone from MDR-V to REC was reviewed by the City's Technical Review Committee (TRC), including the utility and other public service providers. There were no objections provided by any of the reviewers. Also, this roadway project includes the construction of a stormwater retention area which would increase the storage capacity of the surrounding area; therefore, Staff find adequate public facilities are available to serve the project.

This criterion has been met.

c. Natural Environment. Whether, and the extent to which, the proposal would result in significantly adverse impacts on the natural environment. An amendment of the Future Land Use Map shall not violate policies within the Comprehensive Plan that protect the natural environment.

Staff Findings:
The existing MDR-V FLUM designation allows for up to 9.90 dwelling units per acre, which would equate to about 44 dwelling units able to be built on these parcels if they were to remain zoned and FLUM designated as MDR-V. By proposing this FLUM Amendment and associated Rezone, there would be no allowable residential development on these parcels, which results in a decrease in density permitted on the subject properties.

Additionally, as stated above, there is a large stormwater retention component associated with the roadway project, which will increase the quality of the surrounding natural environment. Staff have determined that the proposed amendment does not violate any policies within the Comprehensive Plan that protect the natural environment.

This criterion has been met.

d. Economic Effects. Whether, and the extent to which, the proposal would adversely impact private property rights, the general health, safety, and welfare and adversely impact the financial resources of the City.

Staff Findings:
The proposed FLUM designation is consistent and compatible with the surrounding area. It does not adversely impact private property rights, the general health, safety, and welfare.

Rather, this project will increase connectivity of the surrounding corridors, increase safety for motorists/pedestrians, and improve stormwater storage capacity within the area. The City has already budgeted monies for the project; therefore, the proposed FLUM amendment and rezone do not adversely impact the financial resources of the City.

This criterion has been met.

e. Public Interest Enabling Act. Whether the proposal would be in conflict with the public interest, and whether it is in harmony with the purpose and intent of the Comprehensive Plan and its enabling legislation. Amendments shall be consistent with the Comprehensive Plan and enabling legislation.

Staff Findings:
The proposed FLUM amendment and rezone are necessary to complete the Crosstown Connector roadway. As previously stated, this project will increase connectivity, motorist/pedestrian safety, and stormwater capacity. Staff find that the project is consistent and compatible with the surrounding area; therefore, the proposed amendment is in harmony with the purpose and intent of the Comprehensive Plan and its enabling legislation.

This criterion has been met.

f. Special Privileges. Whether the proposed amendment would constitute a grant of special privilege to an individual owner as contrasted with public welfare.

Staff Findings:
The proposed FLUM Amendment and Rezone would not constitute a grant of special privilege to an individual owner as contrasted with public welfare. Rather, it is of public benefit to the entire City, providing an alternate east-west vehicular corridor within the City along with a 10' wide sidewalk on both sides of the road.

This criterion has been met.

g. Other Matters. Other matters related to the Comprehensive Plan and conditions since adoption of the plan, which the City may deem appropriate in considering the amendment.

Staff Findings:
Staff finds that the proposed FLUM Amendment and Rezone do not adversely impact any other matters related to the Comprehensive Plan and conditions since adoption of the plan.

This criterion has been met.

PUBLIC COMMENT:
None received to date.

A. Link to Strategic Goals / Objectives: II. Enhanced quality of life and safety for families
III. Economic development and revitalization
IV. Effective, efficient, and aesthetically pleasing infrastructure
V. Improve mobility and connectivity

B. Effect on Budget (EOB): This project has already been budgeted for by

the City.

C. Level of Service (LOS): This project would likely benefit the surrounding Level of Service (LOS) by at least maintaining the Grade of a 'C'.

D. Legislative Sponsor:

E. Business Impact Statement:

III. CONCLUSION: Based on staff findings, the proposed FLUM Amendment from MDR-V to REC and the accompanying Rezone from MDR-V to REC are consistent and compatible with the surrounding area, and are in compliance with the applicable criteria for FLUM Amendments located within the City's **Comprehensive Plan Policy 12-3.1.2.**

At the regularly scheduled LPA meeting on Thursday, June 5, 2025, the LPA voted unanimously to recommend City Council approve Ordinance 25-03-PC.

IV. RECOMMENDED MOTION: I move that the City Council approve the proposed Ordinance 25-03-PC.

ALTERNATE MOTIONS:
I move that the City Council approve with conditions/approve with modifications/deny the proposed Ordinance 25-03-PC.

Attachments:

1. 1. 25-03-PC_Ordinance FLUM CTC
2. 2. CTC Site Plan
3. 3. CTC Preliminary Plat
4. 4. CTC Final Plat, Recorded
5. 6. Property Posting Photo
6. 7. Adjacent Property Notification Letter
7. 8. Business Impact Statement
8. 9. Property Posting Affidavit
9. 601 Sandalwood Dr_combined-2024-11-18_v1
10. 603 Sandalwood Dr_combined-2024-11-18_v1
11. 604 Sandalwood Original Owner's

Policy, Warranty Deed, & Bill of Sale-2024-11-18_v1

12. 605 Sandalwood Original Recorded Warranty Deed and Owners Title Policy-2024-11-18_v1
13. 606 Sandalwood Original Recorded Warranty Deed and Owners Title Policy-2024-11-18_v1
14. 607 Sandalwood Dr_combined-2024-11-18_v1
15. 608 Sandalwood Dr_combined-2024-11-18_v1
16. 609 Sandalwood Original Owner's Policy, Warranty Deed & Bill of Sale-2024-11-18_v1
17. 611 Sandalwood Drive-2024-11-18_v1
18. 700 Legion LETTER, FEDEX, POLICY DEED & BOS TO CITY-2024-11-18_v1
19. Beach Dr - 215 Beach Drive-2024-11-18_v1
20. Beach Dr - 217 Beach Drive-2024-11-18_v1
21. Campgrounds _ 209 Beach Drive-2024-11-18_v1
22. Winton _ Letter to Buyer, Owners Policy & Deed-2024-11-18_v1

ORDINANCE NO. 25-03-PC

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA, AMENDING THE COMPREHENSIVE PLAN; PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR THE ADOPTION OF A SMALL SCALE AMENDMENT TO THE COMPREHENSIVE PLAN FUTURE LAND USE MAP TO INCLUDE A CHANGE IN FUTURE LAND USE DESIGNATION OF 3 PARCELS OF REAL PROPERTY LOCATED WITHIN A PORTION OF THE AREA OF BEACH DRIVE TO BENNING DRIVE, AS MORE PARTICULARLY DESCRIBED AND DEPICTED IN EXHIBIT "A", CONSISTING OF APPROXIMATELY 8.53 ACRES, FROM MEDIUM DENSITY RESIDENTIAL - VILLAGE (MDR-V) TO RECREATION (REC); PROVIDING FOR INCORPORATION INTO THE COMPREHENSIVE PLAN; PROVIDING FOR A BUSINESS IMPACT ESTIMATE; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.
(PARCEL ID NUMBERS: 00-2S-22-1575-0000-0010, 00-2S-22-1575-0000-0020, & 00-2S-22-1575-0000-0RW0).

SECTION 1. AUTHORITY. The authority for enactment of this Ordinance is Article 1, Section 1.01(b) of the City Charter, Section 166.021, Florida Statutes and Chapter 163, Part II, Florida Statutes.

SECTION 2. FINDINGS OF FACT.

WHEREAS, the City of Destin endeavors to construct an approximate .4 mile segment of right-of-way commonly referred to as the Crosstown Connector, and associated recreational and right-of-way public uses in the area of Beach Drive to Benning Drive, which roadway segment will complete the connector route running from Commons Drive to Stahlman Avenue; and

WHEREAS, this segment of the road project constitutes the last unconnected leg of the City's Crosstown Connector, an east-west corridor intended to relieve traffic congestion on U.S. Highway 98;

WHEREAS, the 0.4-mile segment will include a median-divided roadway, bicycle lanes, sidewalks on both sides, street lighting, street furniture, and landscaping, as required by the Destin Multi-Modal Transportation District guidelines; and

WHEREAS, several properties located within the project area for this final segment of the Crosstown Connector, all lying within the corporate limits of the City, were acquired by the City to accomplish the aforesaid public purposes, which properties are listed, legally described, and depicted in **Exhibit "A"**, (hereinafter "**Subject Properties**") attached hereto and fully

incorporated herein by this reference; and

WHEREAS, to accomplish the aforesaid public purposes and utilize the Subject Properties for public right-of-way and associated public recreational uses, the City of Destin desires to change the future land use designation for the Subject Properties from Medium Density Residential - Village (MDR-V) to Recreation (REC); and

WHEREAS, after due public notice, a public hearing was conducted by the Local Planning Agency on June 5, 2025, and its recommendations reported to the City Council; and

WHEREAS, after due public notice, a public hearing has been conducted by the City Council; and

WHEREAS, the City Council has determined that this ordinance is consistent with the adopted comprehensive plan and is in the best interests of the City and its citizens;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA, AS FOLLOWS:

SECTION 3. ADOPTION OF THE AMENDMENT TO THE FUTURE LAND USE MAP:

The City of Destin's Future Land Use Map is hereby amended by changing the future land use designation from **Medium Density Residential - Village** (**MDR-V**) to **Recreation (REC)** for the specific area of land located within a portion of the area of Beach Drive to Benning Drive, with the following Parcel Identification Numbers: 00-2S-22-1575-0000-0010, 00-2S-22-1575-0000-0020, & 00-2S-22-1575-0000-0RW0, consisting of approximately 8.53 acres, which is depicted in Exhibit A, attached hereto and incorporated herein by this reference.

SECTION 4. BUSINESS IMPACT ESTIMATE. Prior to enactment of this Ordinance, a business impact estimate was prepared and posted in accordance with section 166.041, Florida Statutes.

SECTION 5. INCORPORATION INTO COMPREHENSIVE PLAN. Upon the effective date of the comprehensive plan amendment adopted by this Ordinance, said amendment shall be incorporated into the City of Destin's Comprehensive Plan and any section or paragraph number or letter and any heading may be changed or modified as necessary to effectuate the foregoing.

SECTION 6. CONFLICTING PROVISIONS. All prior inconsistent ordinances and resolutions adopted by the City Council, or parts of ordinances or resolutions in conflict with the provisions of this ordinance are hereby repealed by this ordinance to the extent of such conflict.

SECTION 7. SEVERABILITY. Each separate provision of this ordinance is deemed independent of all other provisions herein so that if any portion or provision of this ordinance is declared invalid, all other provisions thereof shall remain valid and enforceable.

SECTION 8. EFFECTIVE DATE. The comprehensive plan amendment shall not become effective until 31 days after adoption by the City Council, except however, if the plan amendment is timely challenged, this Ordinance shall not become effective until the date a final order is issued by the State Land Planning Agency, or the date the Administration Commission enters a final order determining that the adopted plan amendment is in compliance. No development orders, development permits, or land use dependent on this amendment may be issued or commenced before it becomes effective. After and from the effective date of this amendment, the comprehensive plan amendment set forth herein shall amend the City of Destin's Comprehensive Plan and shall become a part of that plan and the amendment shall have the legal status of the City of Destin's Comprehensive Plan, as amended.

ADOPTED THIS___ DAY OF _____ 2025.

BY: _____
Bobby Wagner, Mayor

ATTEST:

The form and legal sufficiency of the foregoing has been reviewed and approved by the City Attorney, for the City of Destin, only.

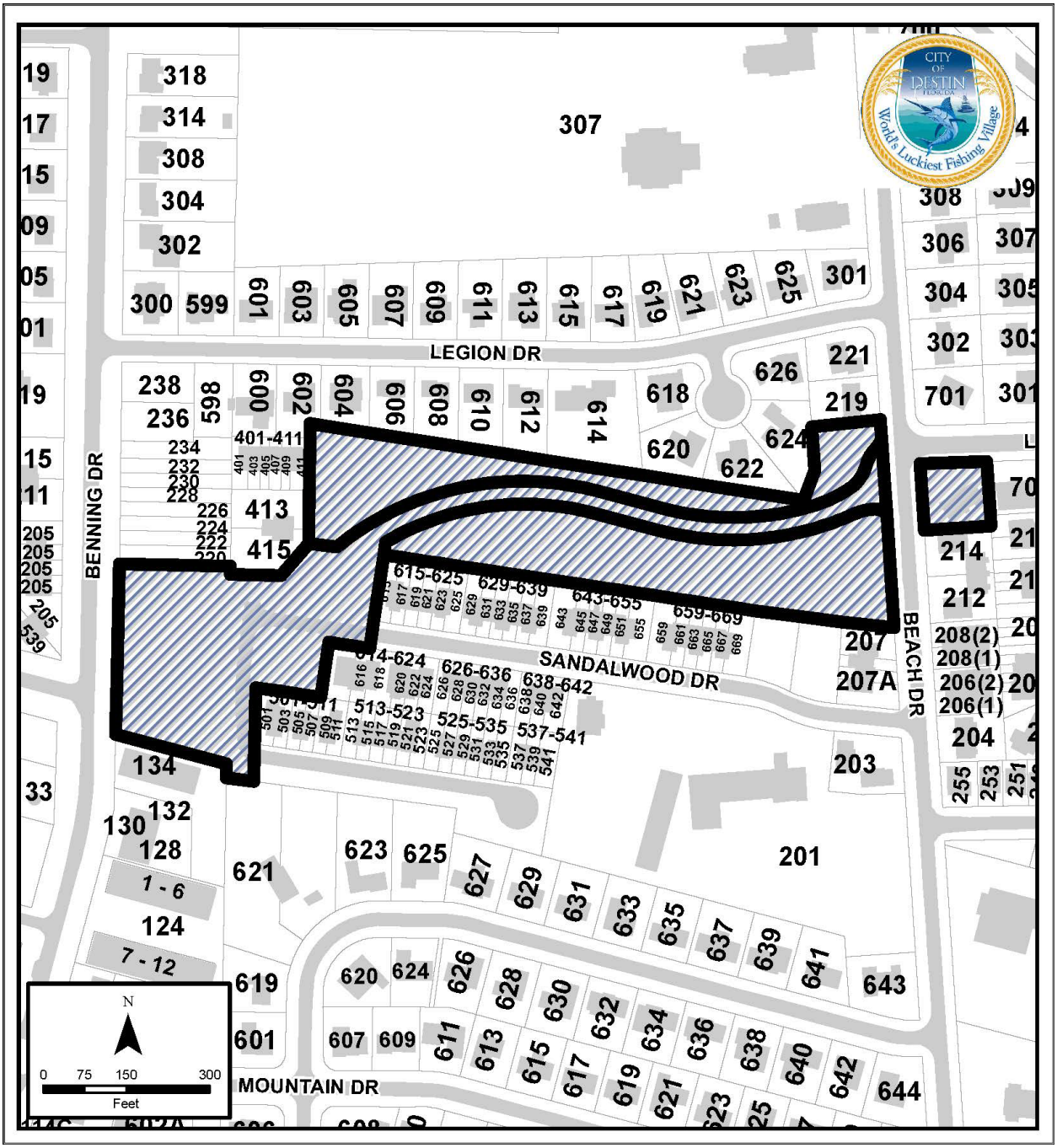
_____
Rey Bailey, City Clerk

_____
Kimberly Romano Kopp, City Attorney

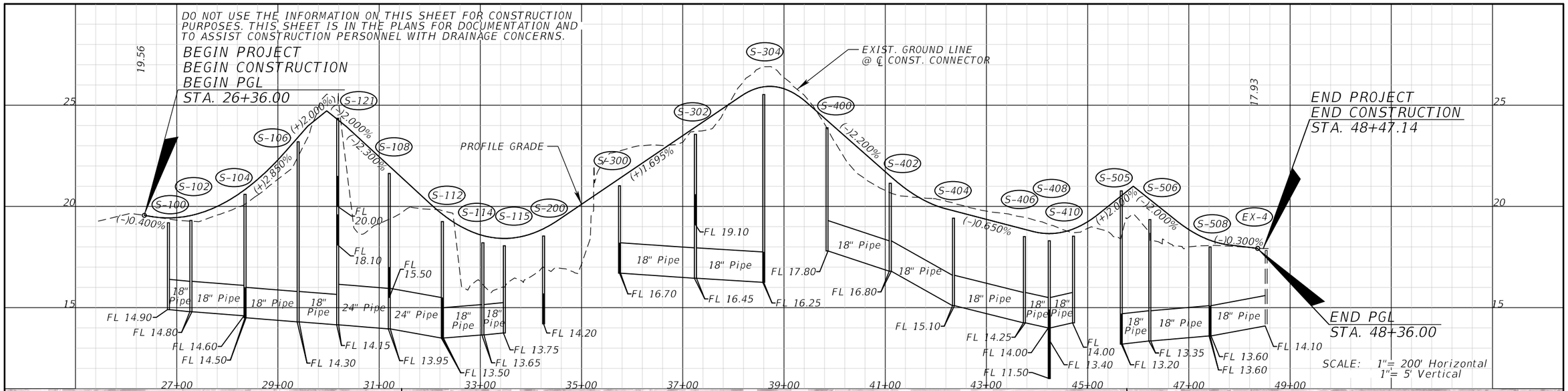
First Reading: _____
Second Reading: _____

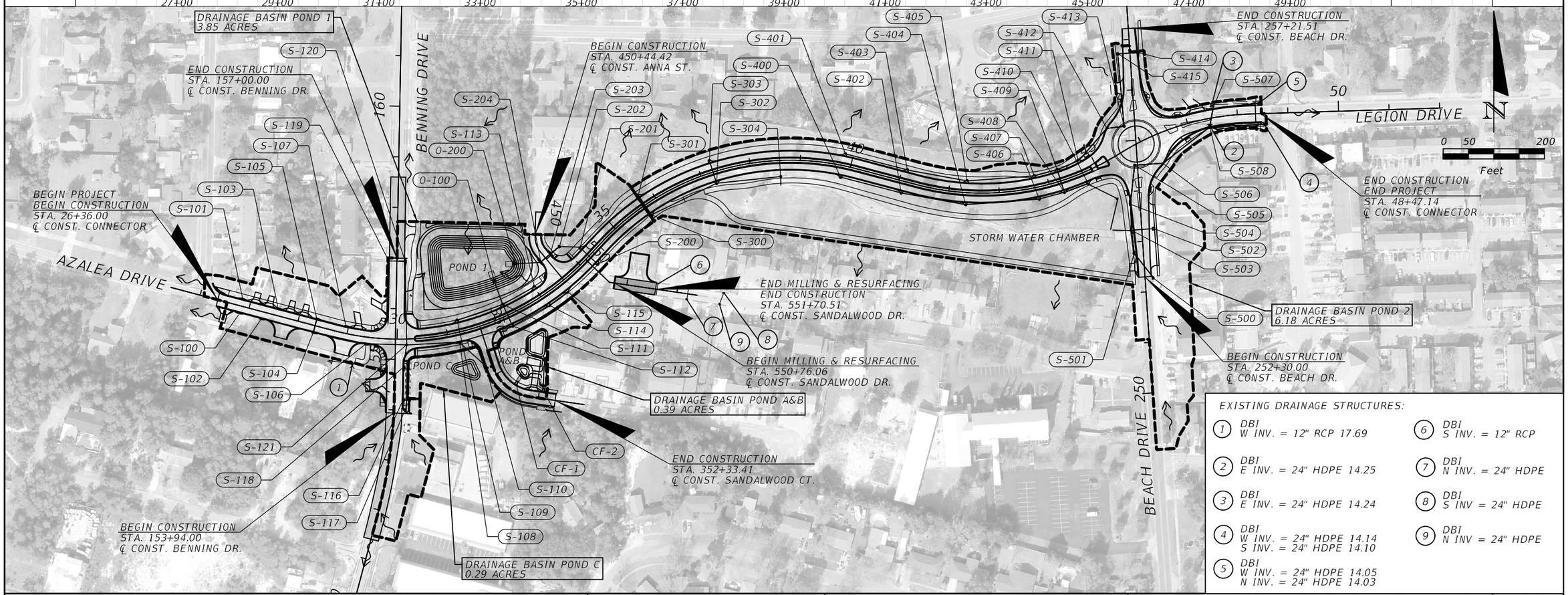
EXHIBIT A

1. No Physical Address (00-2S-22-1575-0000-0010)
2. No Physical Address (00-2S-22-1575-0000-0020)
3. Right-of-Way (00-2S-22-1575-0000-0RW0)



DO NOT USE THE INFORMATION ON THIS SHEET FOR CONSTRUCTION PURPOSES. THIS SHEET IS IN THE PLANS FOR DOCUMENTATION AND TO ASSIST CONSTRUCTION PERSONNEL WITH DRAINAGE CONCERNS.





EXISTING DRAINAGE STRUCTURES:

1. DBI
   W INV. = 12" RCP 17.69
2. DBI
   E INV. = 24" HDPE 14.25
3. DBI
   E INV. = 24" HDPE 14.24
4. DBI
   W INV. = 24" HDPE 14.14
   S INV. = 24" HDPE 14.10
5. DBI
   W INV. = 24" HDPE 14.05
   N INV. = 24" HDPE 14.03
6. DBI
   S INV. = 12" RCP
7. DBI
   N INV. = 24" HDPE
8. DBI
   S INV = 24" HDPE
9. DBI
   N INV = 24" HDPE

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

APPROVED
By Daniel Butler at 11:06 am, Mar 07, 2025

NIKKI E. ROWE, P.E.
P.E. LICENSE NUMBER 87498
ATKINS NORTH AMERICA, INC.
482 S. KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

DRAINAGE MAP

SHEET NO. 4

USER: LAZ06528 11/1/2022 6:06:02 PM c:\pw_work\atknaf101\laz06528\dms76919\DRMPRD01.dgn

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

PRELIMINARY PLAT

DESTIN CONNECTOR SUBDIVISION

PLAT BOOK _____, PAGE _____.

A SUBDIVISION IN UNSECTIONALIZED, TOWNSHIP 2 SOUTH, RANGE 22 WEST,
CITY OF DESTIN, OKALOOSA COUNTY, FLORIDA
BEING A REPLAT OF LOT 2, SUMMERFELL AT OLD TOWN, PB 29, PG 43,
LOTS 25–34, SANDALWOOD MANOR TOWNHOMES FIRST ADDITION, PB 6, PG 93,
LOTS 17 & 18, BLOCK B, SEA HILLS THIRD ADDITION, PB 5, PG 104,
AND LOT 13, SKEETER SUBDIVISION, PB 6, PG 10
JANUARY 2025

DESCRIPTION

(PER FIRST AMERICAN TITLE INSURANCE COMPANY – FILE NUMBER: 1054-6104736
DATED: DECEMBER 08, 2022):

LOT 2, SUMMERFELL AT OLD TOWN, ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 29, PAGE 43 OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA FORMERLY BEING A PORTION OF PROPERTY AS DESCRIBED IN BOOK 950, PAGE 594.

(PER WESTCOR LAND TITLE INSURANCE COMPANY – FILE NUMBER: 18-53610
DATED: SEPTEMBER 25, 2018):

ALL OF LOT 30, AND THE WEST 15.58 FEET OF THE NORTH 100.00 FEET AND THE WEST 12.00 FEET OF THE SOUTH 20.00 FEET OF LOT 29, SANDALWOOD MANOR TOWNHOMES FIRST ADDITION, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 6, PAGE(S) 93, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.

(PER WESTCOR LAND TITLE INSURANCE COMPANY – FILE NUMBER: 18-15794
DATED: MARCH 19, 2018):

THE WEST 7.79 FEET OF THE NORTH 100.00 FEET AND THE WEST 6.00 FEET OF THE SOUTH 20.00 FEET OF LOT 28 AND THE EAST 8.42 FEET OF THE NORTH 100.00 FEET AND THE EAST 12.00 FEET OF THE SOUTH 20.00 FEET OF LOT 29, SANDALWOOD MANOR TOWNHOMES FIRST ADDITION, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 6, PAGE(S) 93, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.

(PER FIRST AMERICAN TITLE INSURANCE COMPANY – FILE NUMBER: 1054-6104657
DATED: AUGUST 10, 2022):

THE EAST 16.21 FEET OF THE NORTH 100.00 FEET AND THE EAST 18.00 FEET OF THE SOUTH 20.00 FEET OF LOT 28, SANDALWOOD MANOR TOWNHOMES FIRST ADDITION, A 60 UNIT ADDITION TO SANDALWOOD MANOR TOWNHOMES, A PLANNED TOWNHOME DEVELOPMENT IN DESTIN, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 6, PAGE 93, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.

(PER WESTCOR LAND TITLE INSURANCE COMPANY – FILE NUMBER: 18-2374
DATED: SEPTEMBER 13, 2018):

THE WEST 16.21 FEET OF THE NORTH 100 FEET AND THE WEST 18.00 FEET OF THE SOUTH 20 FEET OF LOT 27, SANDALWOOD MANOR TOWN HOMES FIRST ADDITION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 6, PAGE 93, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.

(PER FIRST AMERICAN TITLE INSURANCE COMPANY – FILE NUMBER: 7223-6384823
DATED: APRIL 26, 2023):

THE WEST 8.42 FEET OF THE NORTH 100.00 FEET AND THE WEST 12.00 FEET OF THE SOUTH 20.00 FEET OF LOT 26 AND THE EAST 7.79 FEET OF THE NORTH 100.00 FEET AND THE EAST 6.00 FEET OF THE SOUTH 20.00 FEET OF LOT 27, SANDALWOOD MANOR TOWNHOMES FIRST ADDITION, AS RECORDED IN PLAT BOOK 6, PAGE 93 OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.

(PER FIRST AMERICAN TITLE INSURANCE COMPANY – FILE NUMBER: 7223-6388161
DATED: JUNE 23, 2023):

ALL OF LOT 25 AND THE EAST 15.58 FEET OF THE NORTH 100.00 FEET AND THE EAST 12.00 FEET OF THE SOUTH 20.00 FEET OF LOT 26, SANDALWOOD MANOR TOWNHOMES FIRST ADDITION, ACCORDING TO PLAT THEREOF ON FILE IN PLAT BOOK 6, PAGE 93, IN THE OFFICE OF THE CLERK OF CIRCUIT COURT, OKALOOSA COUNTY, FLORIDA.

(PER FIRST AMERICAN TITLE INSURANCE COMPANY – FILE NUMBER: 7223-6384818
DATED: APRIL 26, 2023):

LOT 31 AND WESTERLY 6 FEET OF LOT 32, SANDALWOOD MANOR TOWNHOMES FIRST ADDITION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 6, PAGE 93, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.

(PER FIRST AMERICAN TITLE INSURANCE COMPANY – FILE NUMBER: 7223-6384837
DATED: APRIL 26, 2023):

LOT 32, LESS AND EXCEPT THE WESTERLY 6.00 FEET THEREOF, SANDALWOOD MANOR TOWNHOMES FIRST ADDITION, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 6, PAGE 93, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.

(PER FIRST AMERICAN TITLE INSURANCE COMPANY – FILE NUMBER: 1054-6104694
DATED: AUGUST 10, 2022):

LOT 33, LESS AND EXCEPT THE EASTERLY 6.00 FEET THEREOF, SANDALWOOD MANOR TOWNHOMES FIRST ADDITION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 6, PAGE(S) 93, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA. A/K/A PARCEL 33-A, SANDALWOOD MANOR TOWNHOMES FIRST ADDITION.

(PER FIRST AMERICAN TITLE INSURANCE COMPANY – FILE NUMBER: 1054-6104722
DATED: AUGUST 10, 2022):

LOT 34 AND THE EASTERLY 6.00 FEET OF LOT 33, SANDALWOOD MANOR TOWNHOMES FIRST ADDITION, AS RECORDED IN PLAT BOOK 6, PAGE 93, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.

(PER FIRST AMERICAN TITLE INSURANCE COMPANY – POLICY NUMBER: FA-35-1460124
DATED: AUGUST 16, 2006):

LOT 17, BLOCK B, SEA HILLS THIRD ADDITION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE(S) 104, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.

(PER FUND OWNER'S POLICY – FILE NUMBER: 43-2006-779
DATED: JUNE 8, 2006):

LOT 18, BLOCK B, SEA HILLS, THIRD ADDITION, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE(S) 104, PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.

(PER FIRST AMERICAN TITLE INSURANCE COMPANY – FILE NUMBER: 7223-6384807
DATED: MAY 16, 2023):

LOT 13, SKEETER SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 6, PAGE 10, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.

(PER FUND OWNER'S POLICY – FILE NUMBER: 43-2008-98
DATED: DECEMBER 11, 2008):

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF U.S. HIGHWAY 98 AND THE EAST LINE OF CALHOUN SUBDIVISION; PROCEED NORTH 00 DEGREES 38 MINUTES WEST 1342.05 FEET, ALONG SAID EAST LINE, TO A CONCRETE MONUMENT; THENCE CONTINUE NORTH 00 DEGREES 38 MINUTES WEST 220.0 FEET; THENCE SOUTH 83 DEGREES 14 MINUTES EAST 140.7 FEET TO THE POINT OF BEGINNING OF THE LAND HEREIN DESCRIBED; THENCE CONTINUE SOUTH 83 DEGREES 14 MINUTES EAST 1067.4 FEET TO THE WEST SIDE OF BEACH DRIVE; THENCE NORTH 5 DEGREES 24 MINUTES 30 SECONDS WEST 208.7 FEET, ALONG BEACH DRIVE; THENCE NORTH 83 DEGREES 14 MINUTES WEST 1049.9 FEET; THENCE SOUTH 0 DEGREES 38 MINUTES EAST 205.7 FEET TO THE POINT OF BEGINNING.

AS SURVEYED:

A PORTION OF AZALEA DRIVE, ANNA STREET, SANDALWOOD DRIVE, ALL OF THAT CERTAIN PARCEL AS DESCRIBED IN OFFICIAL RECORD BOOK 2868, PAGE 1206, ALL OF LOT 2, SUMMERFELL AT OLD TOWN, PLAT BOOK 29, PAGE 43, ALL OF LOTS 25 THROUGH 34, SANDALWOOD MANOR TOWNHOMES FIRST ADDITION, PLAT BOOK 6, PAGE 93, ALL OF LOTS 17 AND 18, BLOCK B, SEA HILLS THIRD ADDITION, PLAT BOOK 5, PAGE 104 AND ALL OF LOT 13, SKEETER SUBDIVISION, PLAT BOOK 6, PAGE 10 OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF BLOCK H-8, SECOND REVISION OF CALHOUNS SUBDIVISION OF ADDITION TO TOWN OF DESTIN FLORIDA, AS RECORDED IN PLAT BOOK 2, PAGE 43-A, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA, SAID POINT ALSO BEING THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF AZALEA DRIVE (100 FOOT RIGHT OF WAY) AND THE EAST RIGHT OF WAY LINE OF BENNING DRIVE (100 FOOT RIGHT OF WAY); THENCE N01°02'22"E ALONG SAID EAST RIGHT OF WAY LINE 318.60 FEET TO THE NORTHWEST CORNER OF LOT 2, SUMMERFELL AT OLD TOWN, AS RECORDED IN PLAT BOOK 29, PAGE 43; THENCE S88°37'21"E ALONG THE NORTH LINE OF SAID LOT 2 A DISTANCE OF 200.76 FEET TO THE NORTHEAST CORNER OF SAID LOT 2; THENCE S00°51'35"W ALONG THE EAST LINE OF SAID LOT 2 A DISTANCE OF, 19.61 FEET TO THE NORTHWEST CORNER OF SANDALWOOD MANOR TOWNHOMES FIRST ADDITION, AS RECORDED IN PLAT BOOK 6, PAGE 93; THENCE S88°58'03"E ALONG THE NORTH LINE OF SAID SANDALWOOD MANOR TOWNHOMES FIRST ADDITION 89.80 FEET TO THE WESTERLY CORNER OF LOT 30 OF SAID SANDALWOOD MANOR TOWNHOMES FIRST ADDITION; THENCE N40°23'57"E ALONG THE NORTHWESTERLY LINE OF SAID LOT 30 A DISTANCE OF 75.61 FEET TO THE NORTHWESTERLY CORNER OF SAID LOT 30 AND BEING THE SOUTHWEST CORNER OF THAT CERTAIN PARCEL AS DESCRIBED IN OFFICIAL RECORD BOOK 2868, PAGE 1206 OF THE AFORESAID PUBLIC RECORDS; THENCE N01°21'57"E ALONG THE WEST LINE OF SAID PARCEL 214.33 FEET TO THE NORTHWEST CORNER OF SAID PARCEL; THENCE S81°08'32"E ALONG THE NORTH LINE OF SAID PARCEL AND THE SOUTH LINE OF BLOCK B, SEA HILLS THIRD ADDITION, AS RECORDED IN PLAT BOOK 5, PAGE 104 A DISTANCE OF 898.00 FEET TO THE SOUTHWEST CORNER OF LOT 18 OF SAID SEA HILLS THIRD ADDITION; THENCE N17°58'23"E ALONG THE WEST LINE OF SAID LOT 18 A DISTANCE OF 59.32 FEET TO THE SOUTHWEST CORNER OF LOT 17 OF SAID SEA HILLS THIRD ADDITION; THENCE N03°57'46"W ALONG THE WEST LINE OF SAID LOT 17 A DISTANCE OF 79.93 FEET TO THE NORTHWEST CORNER OF SAID LOT 17; THENCE N86°02'14"E ALONG THE NORTH LINE OF SAID LOT 17 A DISTANCE OF 125.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 17 AND BEING A POINT OF THE WEST RIGHT OF WAY LINE OF BEACH DRIVE (66 FOOT RIGHT OF WAY); THENCE S03°57'47"E ALONG SAID WEST RIGHT OF WAY LINE 17.03 FEET; THENCE S03°46'04"E ALONG SAID WEST RIGHT OF WAY LINE 359.72 FEET TO THE SOUTHEAST CORNER OF THE AFORESAID PARCEL; THENCE N81°37'57"W ALONG THE SOUTH LINE OF SAID PARCEL 929.55 FEET TO THE NORTHEAST CORNER OF LOT 25 OF THE AFORESAID SANDALWOOD MANOR TOWNHOMES FIRST ADDITION; THENCE S08°22'03"W, 170.00 FEET TO THE SOUTH RIGHT OF WAY LINE SANDALWOOD DRIVE (50 FOOT RIGHT OF WAY); THENCE N81°37'58"W ALONG SAID SOUTH RIGHT OF WAY LINE 71.64 FEET TO THE NORTHEAST CORNER OF LOT 34 OF SANDALWOOD MANOR TOWNHOMES FIRST ADDITION; THENCE S08°23'00"W ALONG THE EAST LINE OF SAID LOT 34 A DISTANCE OF 99.96 FEET TO THE SOUTHEAST CORNER OF SAID LOT 34; THENCE N81°38'01"W ALONG SAID SOUTH LINE OF LOT 34, LOT 33, LOT 32 AND LOT 31 A DISTANCE OF 117.80 FEET TO THE SOUTHWEST CORNER OF SAID LOT 31 AND THE EAST RIGHT OF WAY LINE OF ANNA STREET (RIGHT OF WAY VARIES) AND ALSO BEING A POINT OF CURVATURE OF A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 979.08 FEET AND A CHORD THAT BEARS S01°48'17"W, 25.36 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE AND EAST RIGHT OF WAY LINE 25.36 FEET; THENCE S01°01'57"W ALONG SAID EAST RIGHT OF WAY LINE 143.33 FEET TO THE SOUTH RIGHT OF WAY LINE OF SANDALWOOD COURT; THENCE N82°31'53"W ALONG SAID SOUTH RIGHT OF WAY LINE 50.32 FEET TO THE NORTHWEST CORNER OF LOT 3, SEA HILLS FIRST ADDITION, AS RECORDED IN PLAT BOOK 5, PAGE 35 AND BEING A POINT OF THE EAST LINE OF THE AFORESAID BLOCK H-8; THENCE N00°39'23"E ALONG THE EAST LINE OF SAID BLOCK H-8 A DISTANCE OF 18.40 FEET TO THE NORTHEAST CORNER OF SAID BLOCK H-8; THENCE N75°10'05"W ALONG THE NORTH LINE OF SAID BLOCK H-8 A DISTANCE OF 207.12 FEET TO THE POINT OF BEGINNING.

ALSO:

ALL OF LOT 13, SKEETER SUBDIVISION, PLAT BOOK 6, PAGE 10 OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.

SUBJECT TO AZALEA DRIVE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF BLOCK H-8, SECOND REVISION OF CALHOUNS SUBDIVISION OF ADDITION TO TOWN OF DESTIN FLORIDA, AS RECORDED IN PLAT BOOK 2, PAGE 43-A, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA, SAID POINT ALSO BEING THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF AZALEA DRIVE (100 FOOT RIGHT OF WAY) AND THE EAST RIGHT OF WAY LINE OF BENNING DRIVE (100 FOOT RIGHT OF WAY); THENCE N01°02'22"E ALONG SAID EAST RIGHT OF WAY LINE 318.60 FEET TO THE NORTHWEST CORNER OF LOT 2, SUMMERFELL AT OLD TOWN, AS RECORDED IN PLAT BOOK 29, PAGE 43; THENCE S88°37'21"E ALONG THE NORTH LINE OF SAID LOT 2 A DISTANCE OF 200.76 FEET TO THE NORTHEAST CORNER OF SAID LOT 2; THENCE S00°51'35"W ALONG THE EAST LINE OF SAID LOT 2 A DISTANCE OF, 19.61 FEET TO THE NORTHWEST CORNER OF SANDALWOOD MANOR TOWNHOMES FIRST ADDITION, AS RECORDED IN PLAT BOOK 6, PAGE 93; THENCE S88°58'03"E ALONG THE NORTH LINE OF SAID SANDALWOOD MANOR TOWNHOMES FIRST ADDITION 89.80 FEET TO THE WESTERLY CORNER OF LOT 30 OF SAID SANDALWOOD MANOR TOWNHOMES FIRST ADDITION; THENCE N40°23'57"E ALONG THE NORTHWESTERLY LINE OF SAID LOT 30 A DISTANCE OF 75.61 FEET TO THE NORTHWESTERLY CORNER OF SAID LOT 30 AND BEING THE SOUTHWEST CORNER OF THAT CERTAIN PARCEL AS DESCRIBED IN OFFICIAL RECORD BOOK 2868, PAGE 1206 OF THE AFORESAID PUBLIC RECORDS; THENCE S81°37'58"E ALONG THE NORTH LINE OF SAID LOT 30, LOT 29 AND LOT 28 A DISTANCE OF 53.28 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 530.00 FEET AND A CHORD THAT BEARS N77°55'01"E, 479.74 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, 497.84 FEET; THENCE S75°10'25"E, 122.10 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 490.00 FEET AND A CHORD THAT BEARS N88°38'05"E, 273.28 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, 276.95 FEET TO A POINT OF COMPOUND CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 248.00 FEET AND A CHORD THAT BEARS N64°41'04"E, 66.96 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, 67.16 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 75.00 FEET AND A CHORD THAT BEARS N35°45'48"E, 52.71 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, 53.86 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 67.00 FEET AND A CHORD THAT BEARS N28°10'57"E, 30.81 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, 31.09 FEET TO A POINT OF REVERSE CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 98.00 FEET AND A CHORD THAT BEARS N34°36'57"E, 23.41 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, 23.47 FEET TO THE WEST RIGHT OF WAY LINE OF BEACH DRIVE (66 FOOT RIGHT OF WAY); THENCE S03°46'04"E ALONG SAID WEST RIGHT OF WAY LINE 134.28 FEET; THENCE DEPARTING SAID WEST RIGHT OF WAY LINE TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 28.00 FEET AND A CHORD THAT BEARS N68°29'10"W, 23.63 FEET; THENCE DEPARTING SAID WEST RIGHT OF WAY LINE WESTERLY ALONG THE ARC OF SAID CURVE, 24.39 FEET TO A POINT OF COMPOUND CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 108.00 FEET AND A CHORD THAT BEARS S76°14'23"W, 38.70 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, 38.91 FEET TO A POINT OF REVERSE CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 530.00 FEET AND A CHORD THAT BEARS S85°22'22"W, 353.03 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, 359.90 FEET; THENCE N75°10'25"W, 122.10 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 490.00 FEET AND A CHORD THAT BEARS S82°13'30"W, 376.63 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, 386.58 FEET; THENCE S08°22'03"W, 193.16 FEET TO THE SOUTH RIGHT OF WAY LINE SANDALWOOD DRIVE (50 FOOT RIGHT OF WAY); THENCE N81°37'58"W ALONG SAID SOUTH RIGHT OF WAY LINE 71.64 FEET TO THE NORTHEAST CORNER OF LOT 34 OF THE AFORESAID SANDALWOOD MANOR TOWNHOMES FIRST ADDITION; THENCE S08°23'00"W ALONG THE EAST LINE OF SAID LOT 34 A DISTANCE OF 99.96 FEET TO THE SOUTHEAST CORNER OF SAID LOT 34; THENCE N81°38'01"W ALONG SAID SOUTH LINE OF LOT 34, LOT 33, LOT 32 AND LOT 31 A DISTANCE OF 117.80 FEET TO THE SOUTHWEST CORNER OF SAID LOT 31 AND THE EAST RIGHT OF WAY LINE OF ANNA STREET (RIGHT OF WAY VARIES) AND ALSO BEING A POINT OF CURVATURE OF A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 979.08 FEET AND A CHORD THAT BEARS S01°48'17"W, 25.36 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE AND EAST RIGHT OF WAY LINE 25.36 FEET; THENCE S01°01'57"W ALONG SAID EAST RIGHT OF WAY LINE 143.33 FEET TO THE SOUTH RIGHT OF WAY LINE OF SANDALWOOD COURT; THENCE N82°31'53"W ALONG SAID SOUTH RIGHT OF WAY LINE 50.32 FEET TO THE NORTHWEST CORNER OF LOT 3, SEA HILLS FIRST ADDITION, AS RECORDED IN PLAT BOOK 5, PAGE 35 AND BEING A POINT OF THE EAST LINE OF THE AFORESAID BLOCK H-8; THENCE N00°39'23"E ALONG THE EAST LINE OF SAID BLOCK H-8 A DISTANCE OF 18.40 FEET TO THE NORTHEAST CORNER OF SAID BLOCK H-8; THENCE N75°10'05"W ALONG THE NORTH LINE OF SAID BLOCK H-8 A DISTANCE OF 207.12 FEET TO THE POINT OF BEGINNING.

ALSO

ALL OF LOT 13, SKEETER SUBDIVISION, PLAT BOOK 6, PAGE 10 OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.

PREPARED BY

SOUTHEASTERN SURVEYING & MAPPING CORPORATION

SURVEYING • LAND PLANNING • GIS • UTILITIES

CERTIFICATE OF AUTHORIZATION NUMBER LB2108

1130 HIGHWAY 90, CHIPLEY, FLORIDA 32428

PHONE (850) 638-0790

VICINITY MAP

NOT TO SCALE



ACKNOWLEDGMENT TO DEDICATION
STATE OF FLORIDA/COUNTY OF OKALOOSA

THIS IS TO CERTIFY THAT BEFORE ME, AN OFFICER DULY AUTHORIZED AND ACTING, PERSONALLY APPEARED _____, WHO IS PERSONALLY KNOWN TO ME TO BE THE INDIVIDUAL DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT OF THE DEDICATION OR WHO HAS PRODUCED _____ AS IDENTIFICATION, AS _____, AND WHO ACKNOWLEDGED TO AND BEFORE ME THAT SAID INSTRUMENT IS THE FREE ACT AND DEED OF _____.

GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____, 2024.

_____
NOTARY PUBLIC STATE OF _____
MY COMMISSION EXPIRES: _____

JOINDER AND CONSENT TO DEDICATION

_____ THE HOLDER OF A MORTGAGE ON THE HEREON DESCRIBED PROPERTY, DOES HEREBY CONSENT TO AND JOIN IN THE DEDICATION AND PLATTING AS SET FORTH HEREON.

_____
NAME: _____, ITS: _____
_____ BANK

ACKNOWLEDGMENT TO JOINDER AND CONSENT
STATE OF FLORIDA/COUNTY OF OKALOOSA

THIS IS TO CERTIFY THAT BEFORE ME, AN OFFICER DULY AUTHORIZED AND ACTING, PERSONALLY APPEARED _____ WHO IS PERSONALLY KNOWN TO ME TO BE THE INDIVIDUAL DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT OF THE DEDICATION OR WHO HAS PRODUCED _____ AS IDENTIFICATION, _____ BANK, AND WHO ACKNOWLEDGED TO AND BEFORE ME THAT SAID INSTRUMENT IS THE FREE ACT AND DEED OF _____ BANK.

GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____, 2024.

_____
NOTARY PUBLIC STATE OF _____
MY COMMISSION EXPIRES: _____

CITY OF DESTIN APPROVAL

THIS CERTIFIES THAT THIS PLAT WAS PRESENTED TO THE CITY OF DESTIN, FLORIDA, AND WAS APPROVED FOR THE RECORD ON THIS DAY OF _____, 2024.

BY: _____ BY: _____
CITY MAYOR CITY MANAGER

BY: _____
CITY CLERK

NOTICE

THE 26 FOOT EASEMENT SHOWN HEREON IS A DEDICATED TO DESTIN WATER USERS AS A NON-EXCLUSIVE EASEMENT. DESTIN WATER USERS IS GRANTED THE RIGHT TO CONSTRUCT, OPERATE, AND MAINTAIN WATER, WASTEWATER AND RECLAIMED WATER MAINS WITHIN THIS EASEMENT AT THEIR COST. DESTIN WATER USERS SHOULD PROVIDE NOTICE TO AND COORDINATE WITH THE CITY OF ANY WORK BEING PERFORMED WITHIN THIS EASEMENT IN A TIMELY MANNER.

NOTICE

THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THIS PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT CITY OF DESTIN, AS OWNER IN FEE SIMPLE OF THE LANDS AS DESCRIBED HEREIN, HAS CAUSED THE LANDS TO BE SURVEYED AND SUBDIVIDED AS DESTIN CONNECTOR SUBDIVISION, HEREBY DEDICATES TO THE CITY OF DESTIN IN OKALOOSA COUNTY, FLORIDA FOR PUBLIC USE ALL ROADS, STREETS AND OTHER RIGHTS OF WAY AND ALL EASEMENTS FOR UTILITIES, DRAINAGE AND OTHER PURPOSES AS SHOWN AND DEPICTED HEREON WHICH ARE TO BE MAINTAINED BY THE CITY OF DESTIN IN OKALOOSA COUNTY, FLORIDA. RESERVING, HOWEVER, THE REVERSION OR REVISIONS THEREOF SHOULD THE SAME BE RENOUNCED, DISCLAIMED OR THE USE THEREOF DISCONTINUED AS PRESCRIBED BY LAW OR ACTION OF THE OFFICIALS HAVING CHARGE OR JURISDICTION THEREOF.

_____ _____
BY: CITY OF DESTIN WITNESS

_____ _____
DATE SIGNED: WITNESS

COMMUNITY DEVELOPMENT DEPARTMENT APPROVAL

PRESENTED TO AND APPROVED BY THE COMMUNITY DEVELOPMENT DIRECTOR OF THE CITY OF DESTIN, FLORIDA
THIS _____ DAY OF _____, 2024.

BY: _____
LOUIS ZUNGUZE
COMMUNITY DEVELOPMENT DIRECTOR

PUBLIC SERVICES DEPARTMENT APPROVAL

PRESENTED TO AND APPROVED BY THE PUBLIC WORKS DEPARTMENT DIRECTOR OF THE CITY OF DESTIN, FLORIDA
THIS _____ DAY OF _____, 2024.

BY: _____
MICHAEL G. BURGESS MS, PH, CSM, CFM
PUBLIC WORKS DEPARTMENT DIRECTOR

CITY SURVEYOR'S CERTIFICATE

THIS IS TO CERTIFY THAT THIS PLAT WAS REVIEW BY THE CITY SURVEYOR OF DESTIN, FLORIDA, AND MEETS THE REQUIREMENTS OF CHAPTER 177.011-177.151 OF THE FLORIDA STATUTES AND WAS APPROVED ON THIS _____ DAY OF _____, 2024.

BY: _____
ERIC B. STUART PROFESSIONAL SURVEYOR & MAPPER NO. 6707
CITY OF DESTIN SURVEYOR

TAX COLLECTOR'S STATEMENT

I, BEN ANDERSON, DO HEREBY CERTIFY THAT TAXES HAVE BEEN PAID THROUGH TAX YEAR _____ FOR THE PROPERTY DESCRIBED HEREON TO THE BEST OF MY KNOWLEDGE AS THE ____ DAY OF _____, 2024.

BY: _____
BEN ANDERSON, TAX COLLECTOR
OKALOOSA COUNTY, FLORIDA

COUNTY CLERK OF CERTIFICATE OF RECORDING

I, J.D. PEACOCK II, CLERK OF THE CIRCUIT COURT OF OKALOOSA COUNTY, FLORIDA, DO HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR PERMANENT RECORD ON THE _____ DAY OF _____, 2024 IN PLAT BOOK NO. _____, PAGE(S) NO. _____, IN THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.

BY: _____
J.D. PEACOCK II
CLERK OF CIRCUIT COURT
OKALOOSA COUNTY, FLORIDA

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THIS PLAT, "DESTIN CONNECTOR SUBDIVISION" IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS SURVEYED, THAT THIS PLAT WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION, AND THAT THE SURVEY DATA AND THIS PLAT COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AND THAT PERMANENT REFERENCE MONUMENTS AND PERMANENT CONTROL POINTS HAVE BEEN SET.

BY: _____
THOMAS K. MEAD
REGISTERED LAND SURVEYOR
FLORIDA LICENSE NUMBER 5624

59123002

SURVEYOR'S NOTES

BEARINGS SHOWN HEREON ARE GRID AND ARE BASED ON THE DEPARTMENT OF TRANSPORTATION'S "FLORIDA PERMANENT REFERENCE NETWORK" GNSS CONTINUOUSLY OPERATING REFERENCE STATION "DSTN & CRST", THE RELATIVE BEARING IS N01°02'22"E ALONG THE EAST RIGHT OF WAY LINE OF BENNING DRIVE. BEARINGS AND DISTANCES SHOWN HEREON ARE MEASURED UNLESS OTHERWISE NOTED.

SSMC™ SUE • SURVEY • GIS
SOUTHEASTERN SURVEYING & MAPPING CORP.
1130 HIGHWAY 90 CHIPLEY, FLORIDA 32428
(850)638-0790 FAX(850)638-8089
WWW.SOUTHEASTERNSURVEYING.COM
CERTIFICATE OF AUTHORIZATION NO. LB-2108

DESTIN CONNECTOR SUBDIVISION

SHEET 1 OF 2 SHEETS

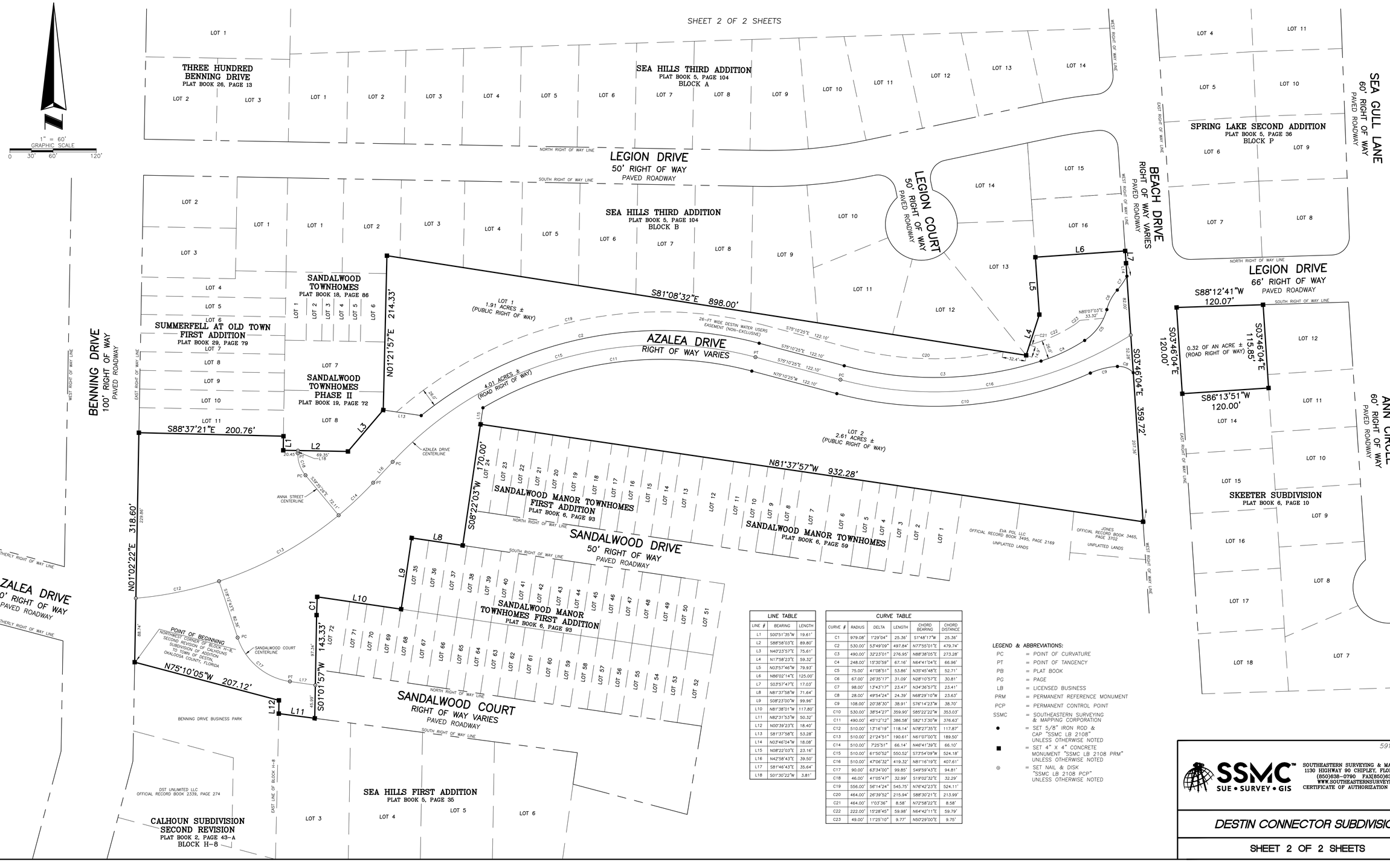
PRELIMINARY PLAT

PREPARED BY
SOUTHEASTERN SURVEYING & MAPPING CORPORATION
SURVEYING • LAND PLANNING • GIS • UTILITIES
CERTIFICATE OF AUTHORIZATION NUMBER LB2108
1130 US HIGHWAY 90, CHIPLEY, FLORIDA 32428
PHONE (850) 638-0790 FAX (850) 638-8069
MAY 2024

PLAT BOOK _____, PAGE _____.

DESTIN CONNECTOR SUBDIVISION

A SUBDIVISION IN UNSECTIONALIZED, TOWNSHIP 2 SOUTH, RANGE 22 WEST,
CITY OF DESTIN, OKALOOSA COUNTY, FLORIDA
BEING A REPLAT OF LOT 2, SUMMERFELL AT OLD TOWN, PB 29, PG 43,
LOTS 25–34, SANDALWOOD MANOR TOWNHOMES FIRST ADDITION, PB 6, PG 93,
LOTS 17 & 18, BLOCK B, SEA HILLS THIRD ADDITION, PB 5, PG 104,
AND LOT 13, SKEETER SUBDIVISION, PB 6, PG 10
JANUARY 2025



LINE TABLE		
LINE #	BEARING	LENGTH
L1	S00°51'35"W	19.61'
L2	S88°58'03"E	89.80'
L3	N40°23'57"E	75.61'
L4	N17°58'23"E	59.32'
L5	N03°57'46"W	79.93'
L6	N86°02'14"E	125.00'
L7	S03°57'47"E	17.03'
L8	N81°37'58"W	71.64'
L9	S08°23'00"W	99.96'
L10	N81°38'01"W	117.80'
L11	N82°31'53"W	50.32'
L12	N00°39'23"E	18.40'
L13	S81°37'58"E	53.28'
L14	N03°46'04"W	18.08'
L15	N08°22'03"E	23.16'
L16	N42°58'43"E	39.50'
L17	S81°46'43"E	35.64'
L18	S01°30'22"W	3.81'

CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD DISTANCE
C1	979.08'	1°29'04"	25.36'	S1°48'17"W	25.36'
C2	530.00'	53°49'09"	497.84'	N77°55'01"E	479.74'
C3	490.00'	32°23'01"	276.95'	N88°38'05"E	273.28'
C4	248.00'	15°30'59"	67.16'	N64°41'04"E	66.96'
C5	75.00'	41°08'51"	53.86'	N35°45'48"E	52.71'
C6	67.00'	26°35'17"	31.09'	N28°10'57"E	30.81'
C7	98.00'	13°43'17"	23.47'	N34°36'57"E	23.41'
C8	28.00'	49°54'24"	24.39'	N68°29'10"W	23.63'
C9	108.00'	20°38'30"	38.91'	S76°14'23"W	38.70'
C10	530.00'	38°54'27"	359.90'	S85°22'22"W	353.03'
C11	490.00'	45°12'12"	386.58'	S82°13'30"W	376.63'
C12	510.00'	13°16'19"	118.14'	N78°27'35"E	117.87'
C13	510.00'	21°24'51"	190.61'	N61°07'00"E	189.50'
C14	510.00'	7°25'51"	66.14'	N46°41'39"E	66.10'
C15	510.00'	61°50'52"	550.52'	S73°54'09"W	524.18'
C16	510.00'	47°06'32"	419.32'	N81°16'19"E	407.61'
C17	90.00'	63°34'00"	99.85'	S49°59'43"E	94.81'
C18	46.00'	41°05'47"	32.99'	S19°02'32"E	32.29'
C19	556.00'	56°14'24"	545.75'	N76°42'23"E	524.11'
C20	464.00'	26°39'52"	215.94'	S88°30'21"E	213.99'
C21	464.00'	1°03'36"	8.58'	N72°58'22"E	8.58'
C22	222.00'	15°28'45"	59.98'	N64°42'11"E	59.79'
C23	49.00'	11°25'10"	9.77'	N50°29'00"E	9.75'

LEGEND & ABBREVIATIONS:

PC	= POINT OF CURVATURE
PT	= POINT OF TANGENCY
PB	= PLAT BOOK
PG	= PAGE
LB	= LICENSED BUSINESS
PRM	= PERMANENT REFERENCE MONUMENT
PCP	= PERMANENT CONTROL POINT
SSMC	= SOUTHEASTERN SURVEYING & MAPPING CORPORATION
●	= SET 5/8" IRON ROD & CAP "SSMC LB 2108" UNLESS OTHERWISE NOTED
■	= SET 4" X 4" CONCRETE MONUMENT "SSMC LB 2108 PRM" UNLESS OTHERWISE NOTED
⊙	= SET NAIL & DISK "SSMC LB 2108 PCP" UNLESS OTHERWISE NOTED

59123002

SSMC™ SUE • SURVEY • GIS
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1130 HIGHWAY 90 CHIPLEY, FLORIDA 32428
(850)638-0790 FAX(850)638-8069
WWW.SOUTHEASTERNSURVEYING.COM
CERTIFICATE OF AUTHORIZATION NO. LB-2108

DESTIN CONNECTOR SUBDIVISION

SHEET 2 OF 2 SHEETS

File # 3746313, BK: PB 32, PG 8
Recorded 04/21/2025 at 10:41 AM
Fees: $25.00
Brad E Embry, Clerk of Circuit Court & Comptroller
Okaloosa County, FL

DESTIN CONNECTOR SUBDIVISION

A SUBDIVISION IN UNSECTIONALIZED, TOWNSHIP 2 SOUTH, RANGE 22 WEST,
CITY OF DESTIN, OKALOOSA COUNTY, FLORIDA
BEING A REPLAT OF LOT 2, SUMMERFELL AT OLD TOWN, PB 29, PG 43,
LOTS 25–34, SANDALWOOD MANOR TOWNHOMES FIRST ADDITION, PB 6, PG 93,
LOTS 17 & 18, BLOCK B, SEA HILLS THIRD ADDITION, PB 5, PG 104,
AND LOT 13, SKEETER SUBDIVISION, PB 6, PG 10
FEBRUARY 2025

PREPARED BY
SOUTHEASTERN SURVEYING & MAPPING CORPORATION
SURVEYING • LAND PLANNING • GIS • UTILITIES
CERTIFICATE OF AUTHORIZATION NUMBER LB2108
1130 HIGHWAY 90, CHIPLEY, FLORIDA 32428
PHONE (850) 638-0790

DESCRIPTION

(PER FIRST AMERICAN TITLE INSURANCE COMPANY – FILE NUMBER: 1054-6104736 DATED: DECEMBER 08, 2022):

LOT 2, SUMMERFELL AT OLD TOWN, ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 29, PAGE 43 OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA FORMERLY BEING A PORTION OF PROPERTY AS DESCRIBED IN BOOK 950, PAGE 594.

(PER WESTCOR LAND TITLE INSURANCE COMPANY – FILE NUMBER: 18-53610 DATED: SEPTEMBER 25, 2018):

ALL OF LOT 30, AND THE WEST 15.58 FEET OF THE NORTH 100.00 FEET AND THE WEST 12.00 FEET OF THE SOUTH 20.00 FEET OF LOT 29, SANDALWOOD MANOR TOWNHOMES FIRST ADDITION, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 6, PAGE(S) 93, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.

(PER WESTCOR LAND TITLE INSURANCE COMPANY – FILE NUMBER: 18-15794 DATED: MARCH 19, 2018):

THE WEST 7.79 FEET OF THE NORTH 100.00 FEET AND THE WEST 6.00 FEET OF THE SOUTH 20.00 FEET OF LOT 28 AND THE EAST 8.42 FEET OF THE NORTH 100.00 FEET AND THE EAST 12.00 FEET OF THE SOUTH 20.00 FEET OF LOT 29, SANDALWOOD MANOR TOWNHOMES FIRST ADDITION, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 6, PAGE(S) 93, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.

(PER FIRST AMERICAN TITLE INSURANCE COMPANY – FILE NUMBER: 1054-6104657 DATED: AUGUST 10, 2022):

THE EAST 16.21 FEET OF THE NORTH 100.00 FEET AND THE EAST 18.00 FEET OF THE SOUTH 20.00 FEET OF LOT 28, SANDALWOOD MANOR TOWNHOMES FIRST ADDITION, A 60 UNIT ADDITION TO SANDALWOOD MANOR TOWNHOMES, A PLANNED TOWNHOME DEVELOPMENT IN DESTIN, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 6, PAGE 93, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.

(PER WESTCOR LAND TITLE INSURANCE COMPANY – FILE NUMBER: 18-2374 DATED: SEPTEMBER 13, 2018):

THE WEST 16.21 FEET OF THE NORTH 100 FEET AND THE WEST 18.00 FEET OF THE SOUTH 20 FEET OF LOT 27, SANDALWOOD MANOR TOWN HOMES FIRST ADDITION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 6, PAGE 93, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.

(PER FIRST AMERICAN TITLE INSURANCE COMPANY – FILE NUMBER: 7223-6384823 DATED: APRIL 26, 2023):

THE WEST 8.42 FEET OF THE NORTH 100.00 FEET AND THE WEST 12.00 FEET OF THE SOUTH 20.00 FEET OF LOT 26 AND THE EAST 7.79 FEET OF THE NORTH 100.00 FEET AND THE EAST 6.00 FEET OF THE SOUTH 20.00 FEET OF LOT 27, SANDALWOOD MANOR TOWNHOMES FIRST ADDITION, AS RECORDED IN PLAT BOOK 6, PAGE 93 OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.

(PER FIRST AMERICAN TITLE INSURANCE COMPANY – FILE NUMBER: 7223-6388161 DATED: JUNE 23, 2023):

ALL OF LOT 25 AND THE EAST 15.58 FEET OF THE NORTH 100.00 FEET AND THE EAST 12.00 FEET OF THE SOUTH 20.00 FEET OF LOT 26, SANDALWOOD MANOR TOWNHOMES FIRST ADDITION, ACCORDING TO PLAT THEREOF ON FILE IN PLAT BOOK 6, PAGE 93, IN THE OFFICE OF THE CLERK OF CIRCUIT COURT, OKALOOSA COUNTY, FLORIDA.

(PER FIRST AMERICAN TITLE INSURANCE COMPANY – FILE NUMBER: 7223-6384818 DATED: APRIL 26, 2023):

LOT 31 AND WESTERLY 6 FEET OF LOT 32, SANDALWOOD MANOR TOWNHOMES FIRST ADDITION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 6, PAGE 93, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.

(PER FIRST AMERICAN TITLE INSURANCE COMPANY – FILE NUMBER: 7223-6384837 DATED: APRIL 26, 2023):

LOT 32, LESS AND EXCEPT THE WESTERLY 6.00 FEET THEREOF, SANDALWOOD MANOR TOWNHOMES FIRST ADDITION, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 6, PAGE 93, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.

(PER FIRST AMERICAN TITLE INSURANCE COMPANY – FILE NUMBER: 1054-6104694 DATED: AUGUST 10, 2022):

LOT 33, LESS AND EXCEPT THE EASTERLY 6.00 FEET THEREOF, SANDALWOOD MANOR TOWNHOMES FIRST ADDITION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 6, PAGE(S) 93, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA. A/K/A PARCEL 33-A, SANDALWOOD MANOR TOWNHOMES FIRST ADDITION.

(PER FIRST AMERICAN TITLE INSURANCE COMPANY – FILE NUMBER: 1054-6104722 DATED: AUGUST 10, 2022):

LOT 34 AND THE EASTERLY 6.00 FEET OF LOT 33, SANDALWOOD MANOR TOWNHOMES FIRST ADDITION, AS RECORDED IN PLAT BOOK 6, PAGE 93, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.

(PER FIRST AMERICAN TITLE INSURANCE COMPANY – POLICY NUMBER: FA-35-1460124 DATED: AUGUST 16, 2006):

LOT 17, BLOCK B, SEA HILLS THIRD ADDITION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE(S) 104, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.

(PER FUND OWNER'S POLICY – FILE NUMBER: 43-2006-779 DATED: JUNE 8, 2006):

LOT 18, BLOCK B, SEA HILLS, THIRD ADDITION, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE(S) 104, PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.

(PER FIRST AMERICAN TITLE INSURANCE COMPANY – FILE NUMBER: 7223-6384807 DATED: MAY 16, 2023):

LOT 13, SKEETER SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 6, PAGE 10, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.

(PER FUND OWNER'S POLICY – FILE NUMBER: 43-2008-98 DATED: DECEMBER 11, 2008):

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF U.S. HIGHWAY 98 AND THE EAST LINE OF CALHOUN SUBDIVISION; PROCEED NORTH 00 DEGREES 38 MINUTES WEST 1342.05 FEET, ALONG SAID EAST LINE, TO A CONCRETE MONUMENT; THENCE CONTINUE NORTH 00 DEGREES 38 MINUTES WEST 220.0 FEET; THENCE SOUTH 83 DEGREES 14 MINUTES EAST 140.7 FEET TO THE POINT OF BEGINNING OF THE LAND HEREIN DESCRIBED; THENCE CONTINUE SOUTH 83 DEGREES 14 MINUTES EAST 1067.4 FEET TO THE WEST SIDE OF BEACH DRIVE; THENCE NORTH 5 DEGREES 24 MINUTES 30 SECONDS WEST 208.7 FEET, ALONG BEACH DRIVE; THENCE NORTH 83 DEGREES 14 MINUTES WEST 1049.9 FEET; THENCE SOUTH 0 DEGREES 38 MINUTES EAST 205.7 FEET TO THE POINT OF BEGINNING.

AS SURVEYED:

A PORTION OF AZALEA DRIVE, ANNA STREET, SANDALWOOD DRIVE, ALL OF THAT CERTAIN PARCEL AS DESCRIBED IN OFFICIAL RECORD BOOK 2868, PAGE 1206, ALL OF LOT 2, SUMMERFELL AT OLD TOWN, PLAT BOOK 29, PAGE 43, ALL OF LOTS 25 THROUGH 34, SANDALWOOD MANOR TOWNHOMES FIRST ADDITION, PLAT BOOK 6, PAGE 93, ALL OF LOTS 17 AND 18, BLOCK B, SEA HILLS THIRD ADDITION, PLAT BOOK 5, PAGE 104, AND ALL OF LOT 13, SKEETER SUBDIVISION, PLAT BOOK 6, PAGE 10 OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF BLOCK H-8, SECOND REVISION OF CALHOUNS SUBDIVISION OF ADDITION TO TOWN OF DESTIN FLORIDA, AS RECORDED IN PLAT BOOK 2, PAGE 43-A, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA, SAID POINT ALSO BEING THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF AZALEA DRIVE (100 FOOT RIGHT OF WAY) AND THE EAST RIGHT OF WAY LINE OF BENNING DRIVE (100 FOOT RIGHT OF WAY); THENCE N01°02'22"E ALONG SAID EAST RIGHT OF WAY LINE 318.60 FEET TO THE NORTHWEST CORNER OF LOT 2, SUMMERFELL AT OLD TOWN, AS RECORDED IN PLAT BOOK 29, PAGE 43; THENCE S88°37'21"E ALONG THE NORTH LINE OF SAID LOT 2 A DISTANCE OF 200.76 FEET TO THE NORTHEAST CORNER OF SAID LOT 2; THENCE S00°51'35"W ALONG THE EAST LINE OF SAID LOT 2 A DISTANCE OF, 19.61 FEET TO THE NORTHWEST CORNER OF SANDALWOOD MANOR TOWNHOMES FIRST ADDITION, AS RECORDED IN PLAT BOOK 6, PAGE 93, THENCE S88°58'03"E ALONG THE NORTH LINE OF SAID SANDALWOOD MANOR TOWNHOMES FIRST ADDITION 89.80 FEET TO THE WESTERLY CORNER OF LOT 30 OF SAID SANDALWOOD MANOR TOWNHOMES FIRST ADDITION; THENCE N40°23'57"E ALONG THE NORTHWESTERLY LINE OF SAID LOT 30 A DISTANCE OF 75.61 FEET TO THE NORTHWESTERLY CORNER OF SAID LOT 30 AND BEING THE SOUTHWEST CORNER OF THAT CERTAIN PARCEL AS DESCRIBED IN OFFICIAL RECORD BOOK 2868, PAGE 1206 OF THE AFORESAID PUBLIC RECORDS; THENCE N01°21'57"E ALONG THE WEST LINE OF SAID PARCEL 214.33 FEET TO THE NORTHWEST CORNER OF SAID PARCEL; THENCE S81°08'32"E ALONG THE NORTH LINE OF SAID PARCEL AND THE SOUTH LINE OF BLOCK B, SEA HILLS THIRD ADDITION, AS RECORDED IN PLAT BOOK 5, PAGE 104 A DISTANCE OF 898.00 FEET TO THE SOUTHWEST CORNER OF LOT 18 OF SAID SEA HILLS THIRD ADDITION; THENCE N17°58'23"E ALONG THE WEST LINE OF SAID LOT 18 A DISTANCE OF 59.32 FEET TO THE SOUTHWEST CORNER OF LOT 17 OF SAID SEA HILLS THIRD ADDITION; THENCE N03°57'46"W ALONG THE WEST LINE OF SAID LOT 17 A DISTANCE OF 79.93 FEET TO THE NORTHWEST CORNER OF SAID LOT 17; THENCE N86°02'14"E ALONG THE NORTH LINE OF SAID LOT 17 A DISTANCE OF 125.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 17 AND BEING A POINT OF THE WEST RIGHT OF WAY LINE OF BEACH DRIVE (66 FOOT RIGHT OF WAY); THENCE S03°57'47"E ALONG SAID WEST RIGHT OF WAY LINE 17.03 FEET; THENCE S03°46'04"E ALONG SAID WEST RIGHT OF WAY LINE 359.72 FEET TO THE SOUTHEAST CORNER OF THE AFORESAID PARCEL; THENCE N81°37'57"W ALONG THE SOUTH LINE OF SAID PARCEL 929.55 FEET TO THE NORTHEAST CORNER OF LOT 25 OF THE AFORESAID SANDALWOOD MANOR TOWNHOMES FIRST ADDITION; THENCE S08°22'03"W, 170.00 FEET TO THE SOUTH RIGHT OF WAY LINE SANDALWOOD DRIVE (50 FOOT RIGHT OF WAY); THENCE N81°37'58"W ALONG SAID SOUTH RIGHT OF WAY LINE 71.64 FEET TO THE NORTHEAST CORNER OF LOT 34 OF SANDALWOOD MANOR TOWNHOMES FIRST ADDITION; THENCE S08°23'00"W ALONG THE EAST LINE OF SAID LOT 34 A DISTANCE OF 99.96 FEET TO THE SOUTHEAST CORNER OF SAID LOT 34; THENCE N81°38'01"W ALONG SAID SOUTH LINE OF LOT 34, LOT 33, LOT 32 AND LOT 31 A DISTANCE OF 117.80 FEET TO THE SOUTHWEST CORNER OF SAID LOT 31 AND THE EAST RIGHT OF WAY LINE OF ANNA STREET (RIGHT OF WAY VARIES) AND ALSO BEING A POINT OF CURVATURE OF A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 979.08 FEET AND A CHORD THAT BEARS S01°48'17"W, 25.36 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE AND EAST RIGHT OF WAY LINE 25.36 FEET; THENCE S01°01'57"W ALONG SAID EAST RIGHT OF WAY LINE 143.33 FEET TO THE SOUTH RIGHT OF WAY LINE OF SANDALWOOD COURT; THENCE N82°31'53"W ALONG SAID SOUTH RIGHT OF WAY LINE 50.32 FEET TO THE NORTHWEST CORNER OF LOT 3, SEA HILLS FIRST ADDITION, AS RECORDED IN PLAT BOOK 5, PAGE 35 AND BEING A POINT OF THE EAST LINE OF THE AFORESAID BLOCK H-8; THENCE N00°39'23"E ALONG THE EAST LINE OF SAID BLOCK H-8 A DISTANCE OF 18.40 FEET TO THE NORTHEAST CORNER OF SAID BLOCK H-8; THENCE N75°10'05"W ALONG THE NORTH LINE OF SAID BLOCK H-8 A DISTANCE OF 207.12 FEET TO THE POINT OF BEGINNING.

ALSO:

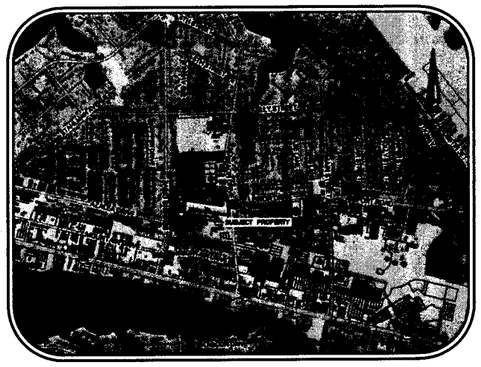
ALL OF LOT 13, SKEETER SUBDIVISION, PLAT BOOK 6, PAGE 10 OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.

SUBJECT TO AZALEA DRIVE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF BLOCK H-8, SECOND REVISION OF CALHOUNS SUBDIVISION OF ADDITION TO TOWN OF DESTIN FLORIDA, AS RECORDED IN PLAT BOOK 2, PAGE 43-A, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA, SAID POINT ALSO BEING THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF AZALEA DRIVE (100 FOOT RIGHT OF WAY) AND THE EAST RIGHT OF WAY LINE OF BENNING DRIVE (100 FOOT RIGHT OF WAY); THENCE N01°02'22"E ALONG SAID EAST RIGHT OF WAY LINE 318.60 FEET TO THE NORTHWEST CORNER OF LOT 2, SUMMERFELL AT OLD TOWN, AS RECORDED IN PLAT BOOK 29, PAGE 43; THENCE S88°37'21"E ALONG THE NORTH LINE OF SAID LOT 2 A DISTANCE OF 200.76 FEET TO THE NORTHEAST CORNER OF SAID LOT 2; THENCE S00°51'35"W ALONG THE EAST LINE OF SAID LOT 2 A DISTANCE OF, 19.61 FEET TO THE NORTHWEST CORNER OF SANDALWOOD MANOR TOWNHOMES FIRST ADDITION, AS RECORDED IN PLAT BOOK 6, PAGE 93, THENCE S88°58'03"E ALONG THE NORTH LINE OF SAID SANDALWOOD MANOR TOWNHOMES FIRST ADDITION 89.80 FEET TO THE WESTERLY CORNER OF LOT 30 OF SAID SANDALWOOD MANOR TOWNHOMES FIRST ADDITION; THENCE N40°23'57"E ALONG THE NORTHWESTERLY LINE OF SAID LOT 30 A DISTANCE OF 75.61 FEET TO THE NORTHWESTERLY CORNER OF SAID LOT 30 AND BEING THE SOUTHWEST CORNER OF THAT CERTAIN PARCEL AS DESCRIBED IN OFFICIAL RECORD BOOK 2868, PAGE 1206 OF THE AFORESAID PUBLIC RECORDS; THENCE S81°37'58"E ALONG THE NORTH LINE OF SAID LOT 30, LOT 29 AND LOT 28 A DISTANCE OF 53.28 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 530.00 FEET AND A CHORD THAT BEARS N77°55'01"E, 479.74 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, 497.84 FEET; THENCE S75°10'25"E, 122.10 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 490.00 FEET AND A CHORD THAT BEARS N88°38'05"E, 273.28 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, 276.95 FEET TO A POINT OF COMPOUND CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 248.00 FEET AND A CHORD THAT BEARS N64°04'24"E, 66.96 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, 67.16 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 75.00 FEET AND A CHORD THAT BEARS N35°45'48"E, 52.71 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, 53.86 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 67.00 FEET AND A CHORD THAT BEARS N28°10'57"E, 30.81 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, 31.09 FEET TO A POINT OF REVERSE CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 98.00 FEET AND A CHORD THAT BEARS N34°36'57"E, 23.41 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, 23.47 FEET TO THE WEST RIGHT OF WAY LINE OF BEACH DRIVE (66 FOOT RIGHT OF WAY); THENCE S03°45'04"E ALONG SAID WEST RIGHT OF WAY LINE 134.28 FEET; THENCE DEPARTING SAID WEST RIGHT OF WAY LINE TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 28.00 FEET AND A CHORD THAT BEARS N68°29'10"W, 23.63 FEET; THENCE DEPARTING SAID WEST RIGHT OF WAY LINE WESTERLY ALONG THE ARC OF SAID CURVE, 24.39 FEET TO A POINT OF COMPOUND CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 108.00 FEET AND A CHORD THAT BEARS S76°14'23"W, 38.70 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, 38.91 FEET TO A POINT OF REVERSE CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 530.00 FEET AND A CHORD THAT BEARS S85°22'22"W, 353.03 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, 359.90 FEET; THENCE N75°10'25"W, 122.10 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 490.00 FEET AND A CHORD THAT BEARS S82°13'30"W, 376.63 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, 386.58 FEET; THENCE S08°22'03"W, 193.16 FEET TO THE SOUTH RIGHT OF WAY LINE SANDALWOOD DRIVE (50 FOOT RIGHT OF WAY); THENCE N81°37'58"W ALONG SAID SOUTH RIGHT OF WAY LINE 71.64 FEET TO THE NORTHEAST CORNER OF LOT 34 OF THE AFORESAID SANDALWOOD MANOR TOWNHOMES FIRST ADDITION; THENCE S08°23'00"W ALONG THE EAST LINE OF SAID LOT 34 A DISTANCE OF 99.96 FEET TO THE SOUTHEAST CORNER OF SAID LOT 34; THENCE N81°38'01"W ALONG SAID SOUTH LINE OF LOT 34, LOT 33, LOT 32 AND LOT 31 A DISTANCE OF 117.80 FEET TO THE SOUTHWEST CORNER OF SAID LOT 31 AND THE EAST RIGHT OF WAY LINE OF ANNA STREET (RIGHT OF WAY VARIES) AND ALSO BEING A POINT OF CURVATURE OF A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 979.08 FEET AND A CHORD THAT BEARS S01°48'17"W, 25.36 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE AND EAST RIGHT OF WAY LINE 25.36 FEET; THENCE S01°01'57"W ALONG SAID EAST RIGHT OF WAY LINE 143.33 FEET TO THE SOUTH RIGHT OF WAY LINE OF SANDALWOOD COURT; THENCE N82°31'53"W ALONG SAID SOUTH RIGHT OF WAY LINE 50.32 FEET TO THE NORTHWEST CORNER OF LOT 3, SEA HILLS FIRST ADDITION, AS RECORDED IN PLAT BOOK 5, PAGE 35 AND BEING A POINT OF THE EAST LINE OF THE AFORESAID BLOCK H-8; THENCE N00°39'23"E ALONG THE EAST LINE OF SAID BLOCK H-8 A DISTANCE OF 18.40 FEET TO THE NORTHEAST CORNER OF SAID BLOCK H-8; THENCE N75°10'05"W ALONG THE NORTH LINE OF SAID BLOCK H-8 A DISTANCE OF 207.12 FEET TO THE POINT OF BEGINNING.

ALSO
ALL OF LOT 13, SKEETER SUBDIVISION, PLAT BOOK 6, PAGE 10 OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.

VICINITY MAP
NOT TO SCALE



ACKNOWLEDGMENT TO DEDICATION
STATE OF FLORIDA/COUNTY OF OKALOOSA

THIS IS TO CERTIFY THAT BEFORE ME, AN OFFICER DULY AUTHORIZED AND ACTING, PERSONALLY APPEARED _____ WHO IS PERSONALLY KNOWN TO ME TO BE THE INDIVIDUAL DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT OF THE DEDICATION OR WHO HAS PRODUCED _____ AS IDENTIFICATION, AS _____, AND WHO ACKNOWLEDGED TO AND BEFORE ME THAT SAID INSTRUMENT IS THE FREE ACT AND DEED OF _____

N/A

GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____, 2025.

_____
NOTARY PUBLIC STATE OF _____
MY COMMISSION EXPIRES: _____

JOINDER AND CONSENT TO DEDICATION

_____ THE HOLDER OF A MORTGAGE ON THE HEREON DESCRIBED PROPERTY, DOES HEREBY CONSENT TO AND JOIN IN THE DEDICATION AND PLATTING AS SET FORTH HEREON.

N/A

NAME: _____, ITS: _____
_____ BANK

ACKNOWLEDGMENT TO JOINDER AND CONSENT
STATE OF FLORIDA/COUNTY OF OKALOOSA

THIS IS TO CERTIFY THAT BEFORE ME, AN OFFICER DULY AUTHORIZED AND ACTING, PERSONALLY APPEARED _____ WHO IS PERSONALLY KNOWN TO ME TO BE THE INDIVIDUAL DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT OF THE DEDICATION OR WHO HAS PRODUCED _____ AS IDENTIFICATION, _____ BANK, AND WHO ACKNOWLEDGED TO AND BEFORE ME THAT SAID INSTRUMENT IS THE FREE ACT AND DEED OF _____ BANK.

N/A

GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____, 2025.

_____
NOTARY PUBLIC STATE OF _____
MY COMMISSION EXPIRES: _____

CITY OF DESTIN APPROVAL

THIS CERTIFIES THAT THIS PLAT WAS PRESENTED TO THE CITY OF DESTIN, FLORIDA, AND WAS APPROVED FOR THE RECORD ON THIS DAY OF _____ 2025.

BY: _____ BY: _____
CITY MAYOR CITY MANAGER

BY: _____
CITY CLERK

NOTICE

THE 26 FOOT EASEMENT SHOWN HEREON IS A DEDICATED TO DESTIN WATER USERS AS A NON-EXCLUSIVE EASEMENT. DESTIN WATER USERS IS GRANTED THE RIGHT TO CONSTRUCT, OPERATE, AND MAINTAIN WATER, WASTEWATER AND RECLAIMED WATER MAINS WITHIN THIS EASEMENT AT THEIR COST. DESTIN WATER USERS SHOULD PROVIDE NOTICE TO AND COORDINATE WITH THE CITY OF ANY WORK BEING PERFORMED WITHIN THIS EASEMENT IN A TIMELY MANNER.

NOTICE

THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THIS PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT CITY OF DESTIN, AS OWNER IN FEE SIMPLE OF THE LANDS AS DESCRIBED HEREIN, HAS CAUSED THE LANDS TO BE SURVEYED AND SUBDIVIDED AS DESTIN CONNECTOR SUBDIVISION, HEREBY DEDICATES TO THE CITY OF DESTIN IN OKALOOSA COUNTY, FLORIDA FOR PUBLIC USE ALL ROADS, STREETS AND OTHER RIGHTS OF WAY AND ALL EASEMENTS FOR UTILITIES, DRAINAGE AND OTHER PURPOSES AS SHOWN AND DEPICTED HEREON WHICH ARE TO BE MAINTAINED BY THE CITY OF DESTIN IN OKALOOSA COUNTY, FLORIDA, RESERVING, HOWEVER, THE REVERSION OR REVISIONS THEREOF SHOULD THE SAME BE REMOUNCED, DISCLAIMED OR THE USE THEREOF DISCONTINUED AS PRESCRIBED BY LAW OR ACTION OF THE OFFICIALS HAVING CHARGE OR JURISDICTION THEREOF.

_____ _____
BY: CITY OF DESTIN WITNESS

4-21-25 _____
DATE SIGNED: WITNESS

COMMUNITY DEVELOPMENT DEPARTMENT APPROVAL

PRESENTED TO AND APPROVED BY THE COMMUNITY DEVELOPMENT DIRECTOR OF THE CITY OF DESTIN, FLORIDA THIS 15 DAY OF April, 2025.

BY: _____
COMMUNITY DEVELOPMENT DIRECTOR

PUBLIC SERVICES DEPARTMENT APPROVAL

PRESENTED TO AND APPROVED BY THE PUBLIC WORKS DEPARTMENT DIRECTOR OF THE CITY OF DESTIN, FLORIDA THIS 21st DAY OF April, 2025.

BY: _____
MICHAEL G. BURGESS MS, PHD, CEM, CFM
PUBLIC WORKS DEPARTMENT DIRECTOR

CITY SURVEYOR'S CERTIFICATE

THIS IS TO CERTIFY THAT THIS PLAT WAS REVIEW BY THE CITY SURVEYOR OF DESTIN, FLORIDA AND MEETS THE REQUIREMENTS OF CHAPTER 177.011–177.151 OF THE FLORIDA STATUTES AND WAS APPROVED ON THIS 21st DAY OF March, 2025.

BY: _____
ERIC B. STUART PROFESSIONAL SURVEYOR & MAPPER NO. 6707
CITY OF DESTIN SURVEYOR

TAX COLLECTOR'S STATEMENT

I, BEN ANDERSON, DO HEREBY CERTIFY THAT TAXES HAVE BEEN PAID THROUGH TAX YEAR 2024 FOR THE PROPERTY DESCRIBED HEREON TO THE BEST OF MY KNOWLEDGE AS THE 22 DAY OF April, 2025.

BY: Benjamin F Anderson
BEN ANDERSON, TAX COLLECTOR
OKALOOSA COUNTY, FLORIDA

COUNTY CLERK OF CERTIFICATE OF RECORDING

I, J.D. PEACOCK II, CLERK OF THE CIRCUIT COURT OF OKALOOSA COUNTY, FLORIDA, DO HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR PERMANENT RECORD ON THE 21 DAY OF April, 2025 IN PLAT BOOK NO. 32 PAGE(S) NO. 8-9 IN THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.

BY: Brad E Embry by Ashleigh Andrus Deputy Clerk
CLERK OF CIRCUIT COURT
OKALOOSA COUNTY, FLORIDA

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THIS PLAT, "DESTIN CONNECTOR SUBDIVISION" IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS SURVEYED, THAT THIS PLAT WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION, AND THAT THE SURVEY DATA AND THIS PLAT COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AND THAT PERMANENT REFERENCE MONUMENTS AND PERMANENT CONTROL POINTS HAVE BEEN SET.

BY: _____
THOMAS K. MEAD
REGISTERED LAND SURVEYOR
FLORIDA LICENSE NUMBER 5624

SURVEYOR'S NOTES

BEARINGS SHOWN HEREON ARE GRID AND ARE BASED ON THE DEPARTMENT OF TRANSPORTATION'S "FLORIDA PERMANENT REFERENCE NETWORK" GNSS CONTINUOUSLY OPERATING REFERENCE STATION "DSTN & CRST". THE RELATIVE BEARING IS N01°02'22"E ALONG THE EAST RIGHT OF WAY LINE OF BENNING DRIVE. BEARINGS AND DISTANCES SHOWN HEREON ARE MEASURED UNLESS OTHERWISE NOTED.

59123002

SSMC SUE • SURVEY • GIS
SOUTHEASTERN SURVEYING & MAPPING CORP.
1130 HIGHWAY 90 CHIPLEY, FLORIDA 32428
(850)638-0790 FAX(850)638-8088
WWW.SOUTHEASTERNSURVEYING.COM
CERTIFICATE OF AUTHORIZATION NO. LB-2108

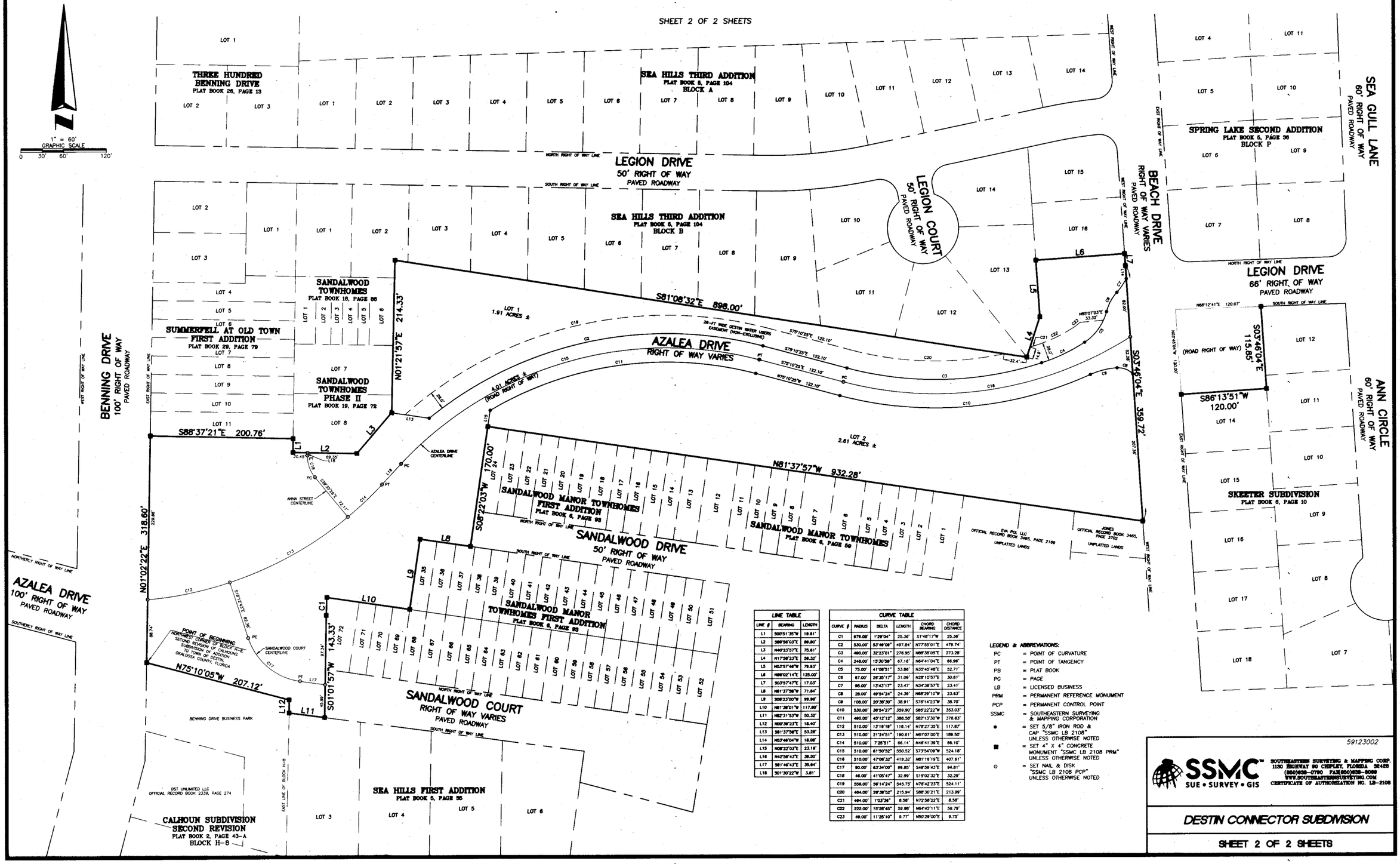
DESTIN CONNECTOR SUBDIVISION

SHEET 1 OF 2 SHEETS

PREPARED BY
SOUTHEASTERN SURVEYING & MAPPING CORPORATION
SURVEYING • LAND PLANNING • GIS • UTILITIES
CERTIFICATE OF AUTHORIZATION NUMBER LB2108
1130 US HIGHWAY 90, CHIPLEY, FLORIDA 32428
PHONE (850) 638-0790 FAX (850) 638-8069

DESTIN CONNECTOR SUBDIVISION

A SUBDIVISION IN UNSECTIONALIZED, TOWNSHIP 2 SOUTH, RANGE 22 WEST,
CITY OF DESTIN, OKALOOSA COUNTY, FLORIDA
BEING A REPLAT OF LOT 2, SUMMERFELL AT OLD TOWN, PB 29, PG 43,
LOTS 25–34, SANDALWOOD MANOR TOWNHOMES FIRST ADDITION, PB 6, PG 93,
LOTS 17 & 18, BLOCK B, SEA HILLS THIRD ADDITION, PB 5, PG 104,
AND LOT 13, SKEETER SUBDIVISION, PB 6, PG 10
FEBRUARY 2025



LINE TABLE		
LINE #	BEARING	LENGTH
L1	S00°51'35"W	19.61'
L2	S88°36'03"E	69.80'
L3	N40°23'57"E	75.61'
L4	N17°36'23"E	59.32'
L5	N03°57'48"W	79.93'
L6	N88°02'14"E	125.00'
L7	S03°57'47"E	17.03'
L8	N81°37'38"W	71.84'
L9	S08°23'00"W	99.99'
L10	N81°36'01"W	117.80'
L11	N82°31'33"W	50.32'
L12	N00°39'23"E	18.40'
L13	S81°37'38"E	53.28'
L14	N03°46'04"W	18.08'
L15	N08°22'03"E	23.16'
L16	N42°56'43"E	38.30'
L17	S81°46'43"E	35.64'
L18	S01°30'22"W	3.81'

CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD DISTANCE
C1	979.08'	1°28'04"	25.36'	S1°48'17"W	25.36'
C2	530.00'	53°46'08"	497.84'	N77°55'01"E	479.74'
C3	490.00'	32°23'01"	276.95'	N86°38'05"E	273.28'
C4	246.00'	15°30'56"	67.16'	N64°41'04"E	66.96'
C5	75.00'	41°08'51"	53.86'	N35°45'48"E	52.71'
C6	67.00'	26°35'17"	31.09'	N28°10'57"E	30.81'
C7	86.00'	13°43'17"	23.47'	N34°36'57"E	23.41'
C8	28.00'	49°54'24"	24.39'	N68°29'10"W	23.63'
C9	108.00'	20°36'30"	38.91'	S78°14'23"W	38.70'
C10	530.00'	38°54'27"	359.90'	S85°22'22"W	353.03'
C11	490.00'	45°12'12"	386.56'	S82°13'36"W	376.63'
C12	510.00'	13°16'18"	118.14'	N78°27'35"E	117.87'
C13	510.00'	21°24'51"	190.61'	N61°07'00"E	189.50'
C14	510.00'	7°25'51"	66.14'	N46°41'39"E	66.10'
C15	510.00'	61°30'52"	550.52'	S73°54'09"W	524.18'
C16	510.00'	47°08'32"	419.32'	N51°18'19"E	407.61'
C17	90.00'	63°34'00"	99.85'	S49°39'43"E	94.81'
C18	46.00'	41°05'47"	32.99'	S19°02'32"E	32.29'
C19	556.00'	56°14'24"	545.75'	N78°42'23"E	524.11'
C20	464.00'	26°39'52"	215.94'	S88°30'21"E	213.99'
C21	464.00'	1°03'36"	8.58'	N72°58'22"E	8.58'
C22	222.00'	15°28'45"	59.96'	N64°42'11"E	59.79'
C23	46.00'	11°25'10"	9.77'	N50°29'00"E	9.75'

LEGEND & ABBREVIATIONS:

PC	= POINT OF CURVATURE
PT	= POINT OF TANGENCY
PB	= PLAT BOOK
PG	= PAGE
LB	= LICENSED BUSINESS
PRM	= PERMANENT REFERENCE MONUMENT
PCP	= PERMANENT CONTROL POINT
SSMC	= SOUTHEASTERN SURVEYING & MAPPING CORPORATION
●	= SET 5/8" IRON ROD & CAP "SSMC LB 2108" UNLESS OTHERWISE NOTED
■	= SET 4" X 4" CONCRETE MONUMENT "SSMC LB 2108 PRM" UNLESS OTHERWISE NOTED
○	= SET NAIL & DISK "SSMC LB 2108 PCP" UNLESS OTHERWISE NOTED

59123002

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CERTIFICATE OF AUTHORIZATION NO. LB-2108

DESTIN CONNECTOR SUBDIVISION

SHEET 2 OF 2 SHEETS


City of Destin
Public Notice
for
Proposed Development
FLUM Amendment
& Re-Zone
LU-001615-2025
Authorized Agent: City of Destin
Agent's Phone #: 850-654-1119
Project Plans can be requested
via the City Clerk at
850-837-4242 or at
www.cityofdestin.com

Community Development
Planning and Zoning Division

4100 Indian Bayou Trail | Destin, FL 32541 | Phone: 850-654-1119 | Email: planning@cityofdestin.com

May 21, 2025

Subject: Notification of Development Project:
Future Land Use Map (FLUM) Amendment & Rezone – Destin Crosstown Connector
City of Destin Project Number: LU-001615-2025

Dear Property Owner:

The purpose of this letter is to notify you that the Planning Division has received an application for a FLUM Amendment and Rezone application. As the owner of property located within 300 feet of this project, ***Article 2.17.00 of the Destin Land Development Code (LDC)*** requires a written notice providing you with the following information.

This notice is for informational purposes only and no action is required of you. However, citizens are encouraged to provide any comments to the email address provided below.

1. Name of Owner: City of Destin

2. Name of Agent: City of Destin Planning & Zoning Division

3. Address of Project: No physical address

4. Parcel ID Number: 00-2S-22-1575-0000-0010; 00-2S-22-1575-0000-0020; 00-2S-22-1575-0000-0RW0 (3 parcels between Beach Drive and Benning Drive).

5. Project Description: This project includes the consideration of proposed Ordinances 25-03-PC and 25-04-LC - Future Land Use Map (FLUM) Amendment from Medium Density Residential-Village (MDR-V) to Recreation (REC) and Right-of-Way (ROW), as well as a Rezone from Medium Density Residential-Village (MDR-V) to Recreation (REC) and Right-of-Way (ROW) in support of the Destin Crosstown Connector.

6. Location Map: Please refer to the back of this letter.

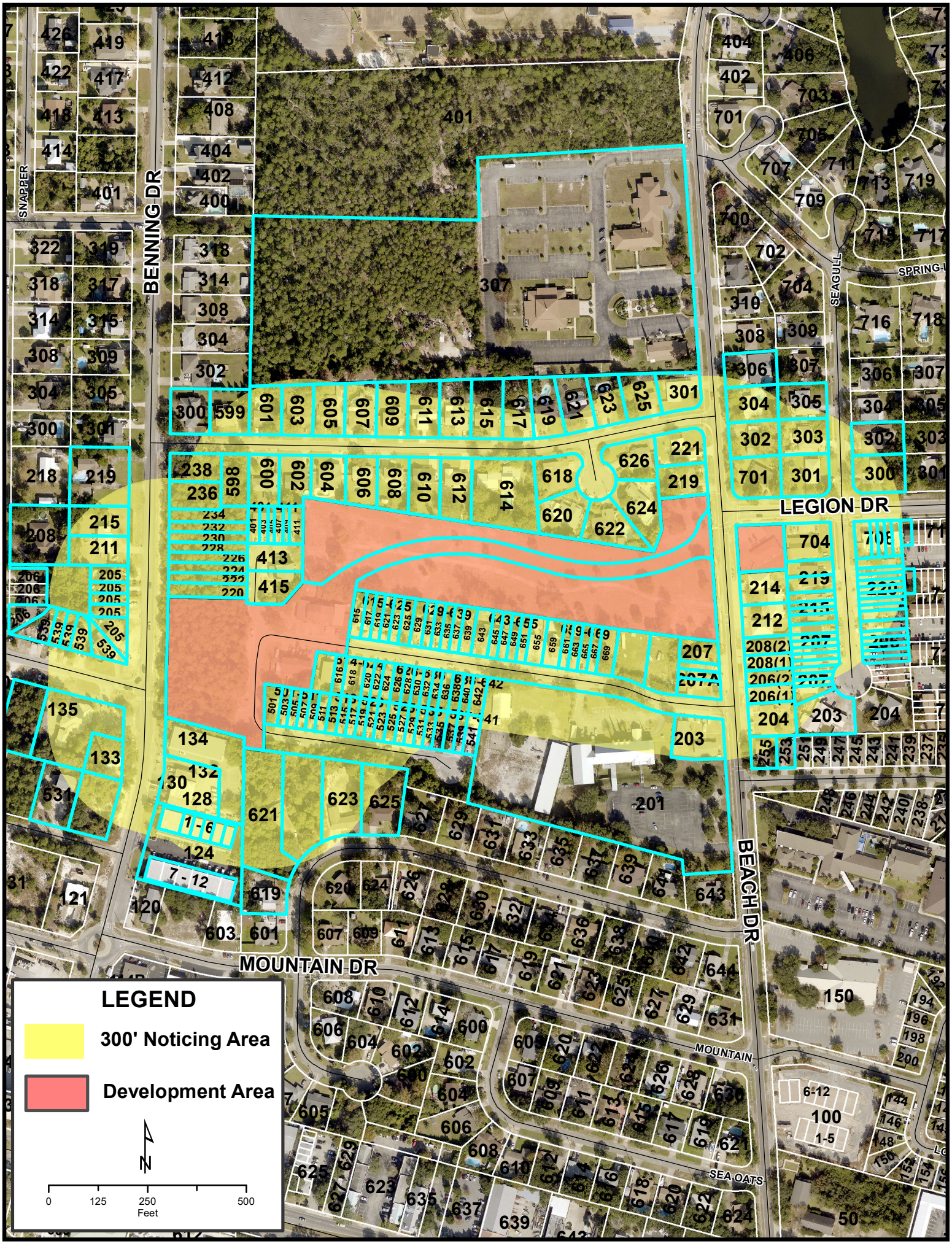
7. Location of Application Package: To request a digital copy of the application package be sent to you, please call the City Clerk at (850) 837-4242 or fill out a public records request online: http://www.cityofdestin.com/forms.aspx?fid=121

If you have any questions, please do not hesitate to call (850) 654-1119 or email planning@cityofdestin.com.

Sincerely,

Jesse Hernandez
Planner

Cc: David Prichard, Community Development Director
Planning Division
Project File


LEGEND
300' Noticing Area
Development Area
N
0
125
250
500
Feet
BENNING DR
LEGION DR
MOUNTAIN DR
BEACH DR
SNAPPER
SEAGULL
SPRING
MOUNTAIN
SEA OATS

Business Impact Estimate

This form should be included in agenda packet for the item under which the proposed ordinance is to be considered, and must be posted on the City's website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference: Proposed Ordinances 25-03-PC Future Land Use Map (FLUM) Amendment from Medium Density Residential-Village (MDR-V) to Recreation (REC) and Right-of-Way (ROW)

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption may apply, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):
The draft ordinance proposes to amend the FLUM designation of the properties, as well as rezone the properties from MDR-V to REC and ROW. These parcels were created by the Crosstown Connector Subdivision and will be utilized for a vehicular roadway, associated pedestrian facilities, and a stormwater management component.

2. Estimate of direct economic impact of the proposed ordinance on private, for-profit businesses in the City:
The draft ordinance will not have a direct economic impact on private, for-profit businesses within the City, as the ordinance is only amending the FLUM and zoning designation of the parcels.

3. Estimate of direct compliance costs that businesses may reasonably incur:
There are no direct compliance costs for businesses associated with the draft ordinance, as the ordinance is only amending the FLUM and zoning designation of the parcels.

4. Any new charge or fee imposed by the proposed ordinance:
There is no new charge or fee imposed by the draft ordinance.

5. Estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs:
There are no City regulatory costs associated with the draft ordinance, as the ordinance is only amending the FLUM and zoning designation of the parcels.

6. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:
Zero, as the ordinance is only amending the FLUM and zoning designation of the parcels.

7. Additional information, if any (Not required but may wish to include the methodology used to derive information for #1 and #2, above. For example: City staff solicited comments from businesses in the City as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on City website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses based on feedback from businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not impose costs only upon businesses.):
N/A

AFFIDAVIT
POSTING OF PROPERTY

BEFORE ME, the undersigned authority, personally appeared: JESSE HERNANDEZ,

the owner and/or authorized agent of the following described property: Parcel ID #s 00-25-1575-0010; 00-25-22-1575-0000-0020; 00-25-22-1575-0000-DRWO who deposes and says as follows:

1. That the subject site described above has a sign posted by the owner and/or authorized agent for the owner, notifying the public of the development activity, city project number, and authorized agent and phone number.
2. That the posted sign meets the dimensional requirements set by the City.
3. That the posted sign was placed and will be maintained upon the property in the correct location and not less than fourteen (14) days from the date of the City's Completeness Letter.
4. That a photo of the sign depicting the location of the sign in relation to the road right-of-way is attached.
5. This affidavit will be forwarded to the City's Planning Division no later than seven (7) working days from the posting of the sign.

I have completed the said requirements as described in the City of Destin Land Development Code.

Signed Name of Owner/Agent

JESSE HERNANDEZ
Printed Name of Owner/Agent

STATE OF FL
COUNTY OF OKALOOSA

The foregoing instrument was acknowledged before me by means of physical presence X or online notarization __, this 21st day of MAY, 2025,

By: Jesse Hernandez
(Print name)

Personally known X OR Produced Identification _____

Notary Signature

Seal:

LUZ D. DOMINGUEZ
MY COMMISSION # HH 618128
EXPIRES: December 3, 2028

VINTAGE
TITLE & ESCROW

1234 Airport Road, Unit 108
Destin, Florida 32541
Phone: (850) 460-2027
Facsimile: (850) 460-2035

April 25, 2019

City of Destin, Florida
ATTN: Lance Johnson
4200 Indian Bayou Trail
Destin, FL 32541

Re: 601 Sandalwood Drive, Destin, FL 32541

Dear Mr. Johnson,

Pursuant to the closing on the above-referenced, enclosed please find the following items enclosed:

1) Original Owners Title Policy
2) Original Recorded Warranty Deed

Please let us know if there is anything we can do for you in the future.

Sincerely,

Stephanie R Lefebvre

Stephanie@vintagetitlefl.com
Vintage Title & Escrow, Inc.

WESTCOR
LAND TITLE INSURANCE COMPANY

POLICY NO.
OP-25-FL1300-7286403

OWNER'S POLICY OF TITLE INSURANCE
(with Florida Modifications)

ISSUED BY

WESTCOR LAND TITLE INSURANCE COMPANY

Any notice of claim and any other notice or statement in writing required to be given to the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, Westcor Land Title Insurance Company, a South Carolina corporation (the "Company") insures, as of Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
   (a) A defect in the Title caused by
      (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
      (ii) failure of any person or Entity to have authorized a transfer or conveyance;
      (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
      (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
      (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
      (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
      (vii) a defective judicial or administrative proceeding.
   (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
   (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.

COVERED RISKS CONTINUED ON NEXT PAGE

In Witness Whereof, **WESTCOR LAND TITLE INSURANCE COMPANY**, has caused this policy to be signed and sealed as of Date of Policy shown in Schedule A, the policy to become valid when countersigned by an authorized signatory of the Company.

WESTCOR LAND TITLE INSURANCE COMPANY

Issued By: **FL1300 * V18-2380**

Vintage Title & Escrow, Inc.

1234 Airport Road, Unit 108
Destin, FL 32541

WESTCOR LAND TITLE INSURANCE COMPANY CORPORATE SEAL SOUTH CAROLINA 1993

By: Mary O'Donnell
President

Attest:
Secretary

4. No right of access to and from the Land.

5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to

   (a) the occupancy, use, or enjoyment of the Land;

   (b) the character, dimensions, or location of any improvement erected on the Land;

   (c) the subdivision of land; or

   (d) environmental protection

   if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.

6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.

7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.

8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.

9. Title being vested other than as stated in Schedule A or being defective

   (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or

   (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records

      (i) to be timely, or

      (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.

10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation

(including those relating to building and zoning) restricting, regulating, prohibiting, or relating to

   (i) the occupancy, use, or enjoyment of the Land;

   (ii) the character, dimensions, or location of any improvement erected on the Land;

   (iii) the subdivision of land; or

   (iv) environmental protection;

   or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.

   (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.

2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.

3. Defects, liens, encumbrances, adverse claims, or other matters

   (a) created, suffered, assumed, or agreed to by the Insured Claimant;

   (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;

   (c) resulting in no loss or damage to the Insured Claimant;

   (d) attaching or created subsequent to Date of Policy; or

   (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.

4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is

   (a) a fraudulent conveyance or fraudulent transfer; or

   (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.

5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

(a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.

(b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.

(c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.

(d) "Insured": The Insured named in Schedule A.

(i) The term "Insured" also includes

(A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;

(B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;

(C) successors to an Insured by its conversion to another kind of Entity;

(D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title

(1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,

(2) if the grantee wholly owns the named Insured,

(3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or

(4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.

(ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.

(e) "Insured Claimant": An Insured claiming loss or damage.

(f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.

(g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.

(h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized bylaw.

(i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.

(j) "Title": The estate or interest described in Schedule A.

(k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

(a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.

(b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any

other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

(c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

(a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

(b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance. To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

(b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

(i) to pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

(ii) to pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

(a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of

(i) the Amount of Insurance; or

(ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.

(b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,

(i) the Amount of Insurance shall be increased by 10%, and

(ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.

(c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

(a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.

(c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

(a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

(b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Unless prohibited by applicable law, arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association may be demanded if agreed to by both the Company and the Insured at the time of a controversy or claim. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, and service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the Insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the Land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

(a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim whether or not based on negligence shall be restricted to this policy.

(c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.

(d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

(a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

(b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at: 875 Concourse Parkway South, Suite 200, Maitland, FL 32751.

OWNER'S POLICY OF TITLE INSURANCE (With Florida Modifications)

WESTCOR LAND TITLE INSURANCE COMPANY

OWNER'S POLICY OF TITLE INSURANCE

HOME OFFICE
875 Concourse Parkway South, Suite 200
Maitland, FL 32751
Telephone: (407) 629-5842

Westcor Land Title Insurance Company
ALTA 6-17-06 OWNER'S POLICY (With Florida Modifications)

Schedule A

Name and Address of Title Insurance Company: **Westcor Land Title Insurance Company, 875 Concourse Parkway South, Ste., 200, Maitland, FL 32751, Phone No.: (407) 629-5842.**

State: **Florida** County: **Okaloosa**

Agent File No. #:	Policy Number	Effective Date	Amount of Insurance	Premium
V18-2380	**OP-25-FL1300-7286403**	**March 27, 2019 @ 03:38:00 PM**	**$154,000.00**	**$845.00**

Plant File #: **18-53610**	Simultaneous #:	Reinsurance #:

Address Reference: **601 Sandalwood Dr, Destin, Florida 32541**
Property Type: **R**

1. Name of Insured: **City of Destin, Florida**

2. The estate or interest in the Land that is insured by this policy is: **Fee Simple**

3. Title is vested in: **City of Destin, Florida**

4. The land referred to herein is described as follows:

   See Schedule A – Continuation Page for Legal Description

Authorized Signatory

Issued By: **FL1300*V18-2380**
Vintage Title & Escrow, Inc.
1234 Airport Road, Unit 108
Destin FL, 32541

Note: This Policy consists of insert pages labeled Schedule A and B. This policy is of no force and effect unless all pages are included along with any added pages incorporated by reference.

Underwriter: WESTCOR LAND TITLE INSURANCE COMPANY

Schedule A, Continuation Page

All of Lot 30, and the West 15.58 feet of the North 100.00 feet and the West 12.00 feet of the South 20.00 feet of Lot 29, Sandalwood Manor Townhomes First Addition, according to the Plat thereof, recorded in Plat Book 6, Page(s) 93, of the Public Records of Okaloosa County, Florida.

Note: This policy is of no force and effect unless Schedule A and Schedule B are attached together with any added pages incorporated by reference.

Schedule B

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

1. **Rights or claims of parties in possession not shown by the Public Records.**

2. **Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments on the Land of existing improvements located on the adjoined land.**

3. **Easements or claims of easements not shown by the Public Records.**

4. **Taxes or special assessments which are not shown as existing liens by the public records.**

5. **Taxes and assessments for the year 2019 and subsequent years, which are not yet due and payable.**

*** * * The following items, as listed above, are hereby deleted: 1 and 4 * * ***

6. Restrictions, reservations, setbacks and easements, if any, as indicated and/or shown on that certain Plat recorded in Plat Book 6, at Page(s) 93, of the Public Records of Okaloosa County, Florida.

7. Restrictions, covenants, condition, reservations and easements (deleting therefrom restrictions indicating any preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin), recorded in Official Records Book 1126, Page 1, as amended in Official Records Book 1150, Page 1438, as may be further amended, of the Public Records of Okaloosa County, Florida.

8. Easement in favor of Gulf Power Company recorded in Official Records Book 1159, Page 1962, of the Public Records of Okaloosa County, Florida.

9. Reservations affecting rights in Oil, Gas or any other Minerals, lying upon or beneath the lands insured hereby, pursuant to that instrument recorded in Official Records Book 952, Page 44, of the Public Records of Okaloosa County, Florida. (No determination has been made as to the current record holder of such mineral interest). Element of coverage 3b of the Florida Form 9 comprehensive Endorsement issued herewith, if any, shall not apply with respect to this item.

10. Rights of adjoining owners in Party Wall(s) located partly on the land and partly on abutting property and rights of such adjoining owners in common, with the owner of the land in the roof of such building and in any appurtenances which are susceptible to common use; together with all liability for maintenance, repair and damage which common use entails.

Note: This policy is of no force and effect unless Schedule A and Schedule B are attached together with any added pages incorporated by reference.

Notice of Privacy Policy

of

Westcor Land Title Insurance Company

Westcor Land Title Insurance Company ("WLTIC") values its customers and is committed to protecting the privacy of personal information. In keeping with that philosophy, we have developed a Privacy Policy, set out below, that will ensure the continued protection of your nonpublic personal information and inform you about the measures WLTIC takes to safeguard that information.

Who is Covered

We provide our Privacy Policy to each customer when they purchase an WLTIC title insurance policy. Generally, this means that the Privacy Policy is provided to the customer at the closing of the real estate transaction.

Information Collected

In the normal course of business and to provide the necessary services to our customers, we may obtain nonpublic personal information directly from the customer, from customer-related transactions, or from third parties such as our title insurance agents, lenders, appraisers, surveyors or other similar entities.

Access to Information

Access to all nonpublic personal information is limited to those employees who have a need to know in order to perform their jobs. These employees include, but are not limited to, those in departments such as legal, underwriting, claims administration and accounting.

Information Sharing

Generally, WLTIC does not share nonpublic personal information that it collects with anyone other than its policy issuing agents as needed to complete the real estate settlement services and issue its title insurance policy as requested by the consumer. WLTIC may share nonpublic personal information as permitted by law with entities with whom WLTIC has a joint marketing agreement. Entities with whom WLTIC has a joint marketing agreement have agreed to protect the privacy of our customer's nonpublic personal information by utilizing similar precautions and security measures as WLTIC uses to protect this information and to use the information for lawful purposes. WLTIC, however, may share information as required by law in response to a subpoena, to a government regulatory agency or to prevent fraud.

Information Security

WLTIC, at all times, strives to maintain the confidentiality and integrity of the personal information in its possession and has instituted measures to guard against its unauthorized access. We maintain physical, electronic and procedural safeguards in compliance with federal standards to protect that information.

The WLTIC Privacy Policy can also be found on WLTIC's website at www.wltic.com

Note: This policy is of no force and effect unless Schedule A and Schedule B are attached together with any added pages incorporated by reference.

WESTCOR LAND TITLE INSURANCE COMPANY
AMERICAN LAND TITLE ASSOCIATION COMMITMENT
(With Florida Modifications 8-1-16)

Transaction Identification Data for reference only:
State: **Florida** County: **Okaloosa**
Property Address: **601 Sandalwood Dr Destin 32541**

Plant File #: 18-53610	Reinsurance #:	Agent File #: v18-2380

Schedule A

1. Effective Date: **September 25, 2018 @ 8:00 am**

2. Policy or Policies to be issued:
   a. Owner's Policy — Amount

   City of Destin — **$154,000.00**

   b. Loan Policy — Amount

   2nd Proposed Insured Loan: — Amount

3. The estate or interest in the land described or referred to in this Commitment is:

   Fee Simple

4. Title to the estate or interest in the Land is at the Commitment Date vested in:

   Cynthia C. Putman

5. The land is described as follows:

   See Attached Schedule A Continuation for Legal Description

Countersigned Authorized Signatory

Issued By:
FL1300
Vintage Title & Escrow, Inc.
1234 Airport Road, Unit 108
Destin, FL 32541

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions.

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WESTCOR LAND TITLE INSURANCE COMPANY
AMERICAN LAND TITLE ASSOCIATION COMMITMENT
(With Florida Modifications 8-1-16)

Schedule A, Continuation Page

All of Lot 30, and the West 15.58 feet of the North 100.00 feet and the West 12.00 feet of the South 20.00 feet of Lot 29, Sandalwood Manor Townhomes First Addition, according to the Plat thereof, recorded in Plat Book 6, Page(s) 93, of the Public Records of Okaloosa County, Florida.

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WESTCOR LAND TITLE INSURANCE COMPANY
AMERICAN LAND TITLE ASSOCIATION COMMITMENT
(With Florida Modifications 8-1-16)

Schedule B - Section 1

All of the following Requirements must be met:

1. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

    a. Warranty Deed from Cynthia C. Putman to City of Destin conveying the land described under Schedule "A".

    NOTE: Spouse of individual(s), if any, to join in the above required instrument(s) OR the document must state that captioned property is not the homestead of the grantor/mortgagor.

2. Pay the agreed amount for the estate or interest to be insured.

3. Payment of all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable.

4. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed; that contractor, subcontractors, labor and materialmen are all paid.

5. Exceptions 3 and 4 of Schedule B - Section 2 of this commitment may be amended in or deleted from the policy to be issued if a survey, satisfactory to the Company, is furnished to Company.

6. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.

7. Pay the premiums, fees, and charges for the Policy to the Company.

8. Release or Satisfaction of Mortgage executed by Cynthia C. Putman, a single woman in favor of Charles R. Watson and wife, Corinne H. Watson, given to secure the original principal sum of $50,000.00, dated March 16, 2004 and recorded in Official Records Book 2515, Page 4940, of the Public Records of Okaloosa County, Florida.

9. Release or Satisfaction of Mortgage executed by Cynthia C. Putman, unmarried in favor of AmSouth Bank, given to secure the original principal sum of $70,000.00, dated May 25, 2004 and recorded in Official Records Book 2542, Page 3159, of the Public Records of Okaloosa County, Florida.

NOTE: Real Estate Taxes for the year 2017 were paid in the amount of $328.30; Assessed Value $51,952.00; Gross Amount $339.59; Exemptions: Yes ; Folio No.: 00-2S-22-2167-0000-0300. Note: Taxes are being paid in installments.

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WESTCOR LAND TITLE INSURANCE COMPANY
AMERICAN LAND TITLE ASSOCIATION COMMITMENT
(With Florida Modifications 8-1-16)

NOTE: FOR INFORMATIONAL PURPOSES ONLY: The following constitutes a 24 month Chain of Title preceding the effective date hereof and constitutes conveyances and transfers of ownership only:

1. Warranty Deed recorded March 17, 2004 in Official Records Book 2515, Page 4939, of the Public Records of Okaloosa County, Florida.

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WESTCOR LAND TITLE INSURANCE COMPANY
AMERICAN LAND TITLE ASSOCIATION COMMITMENT
(With Florida Modifications 8-1-16)

Schedule B - Section 2

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. **Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.**

2. **Rights or claims of parties in possession not shown by the Public Records.**

3. **Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments on the Land of existing improvements located on the adjoined land.**

4. **Easements or claims of easements not shown by the Public Records**

5. **Taxes or special assessments which are not shown as existing liens by the public records.**

6. **Taxes and assessments for the year 2018 and subsequent years, which are not yet due and payable.**

7. Restrictions, reservations, setbacks and easements, if any, as indicated and/or shown on that certain Plat recorded in Plat Book 6, at Page(s) 93, of the Public Records of Okaloosa County, Florida.

8. Restrictions, covenants, condition, reservations and easements (deleting therefrom restrictions indicating any preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin), recorded in Official Records Book 1126, Page 1, as amended in Official Records Book 1150, Page 1438, as may be further amended, of the Public Records of Okaloosa County, Florida.

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions.

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9. Easement in favor of Gulf Power Company recorded in Official Records Book 1159, Page 1962, of the Public Records of Okaloosa County, Florida.

10. Reservations affecting rights in Oil, Gas or any other Minerals, lying upon or beneath the lands insured hereby, pursuant to that instrument recorded in Official Records Book 952, Page 44, of the Public Records of Okaloosa County, Florida. (No determination has been made as to the current record holder of such mineral interest). Element of coverage 3b of the Florida Form 9 comprehensive Endorsement issued herewith, if any, shall not apply with respect to this item.

11. Rights of adjoining owners in Party Wall(s) located partly on the land and partly on abutting property and rights of such adjoining owners in common, with the owner of the land in the roof of such building and in any appurtenances which are susceptible to common use; together with all liability for maintenance, repair and damage which common use entails.

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Prepared By and Return To:
Vintage Title & Escrow
1234 Airport Road, Suite 108
Destin, FL 32541

File No. 18-2380

Property Appraiser's Parcel I.D. (folio) Number(s)
00-2S-22-2167-0000-0300

Inst. #3267361 Bk: 3390 Pg: 4819
Page 1 of 2 Recorded: 3/27/2019 3:38 PM
RECORDING ARTICLE V: $8.00 RECORDING: $10.50
D Doc Stmp: $1,078.00
DEPUTY CLERK CBAKER
JD PEACOCK II CLERK OF COURTS,
OKALOOSA COUNTY, FLORIDA

Rec 18.50
1078.00
$1096.50

WARRANTY DEED

THIS WARRANTY DEED dated March 26, 2019, by Cynthia C. Putman an unmarried woman, whose post office address is 12 Ginger Tree Lane, Coronado, CA 98118, hereinafter called the grantor, to City of Destin, Florida, whose post office address is 4200 Indian Bayou Trail, Destin, FL 32541, hereinafter called the grantee:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH: That the grantor, for and in consideration of the sum of $10.00 and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys, and confirms unto the grantee, all the certain land situated in Okaloosa County, Florida, to wit:

All of Lot 30, and the West 15.58 feet of the North 100.00 feet and the West 12.00 feet of the South 20.00 feet of Lot 29, Sandalwood Manor Townhomes First Addition, according to the Plat thereof, recorded in Plat Book 6, Page(s) 93, of the Public Records of Okaloosa County, Florida.

Subject to easements, restrictions, reservations and limitations of record, if any.

TO HAVE AND TO HOLD the same in Fee Simple forever.

AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to: December 31, 2018.

WARRANTY DEED
(Continued)

IN WITNESS WHEREOF, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

(Witness Signature)

VINCE A. GONZALEZ

(Witness Signature)

CLAUDIA AMBROSE

Cynthia C. Putman

Cynthia C. Putman

12 Ginger Tree Lane
(Address)

Coronado, CA 98118
(Address)

STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

I, LUIGI AMBROSE, a Notary Public of the County and State first above written, do hereby certify that Cynthia C Putman, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 25 day of MARCH 2019

Notary Public

My Commission Expires: 11/10/2021

(SEAL)

LUIGI AMBROSE
Notary Public – California
San Diego County
Commission # 2218056
My Comm. Expires Nov 10, 2021

A.

SETTLEMENT STATEMENT

B. TYPE OF LOAN:

1. ☐ FHA 2. ☐ FmHA 3. ☐ CONV. UNINS. 4. ☐ VA 5. ☐ CONV. INS.

6. FILE NUMBER: 18-2155

7. LOAN NUMBER:

8. MORTGAGE INS CASE NUMBER:

C. NOTE: *This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "[POC]" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.*

(18-2155.PFD/18-2155/6)

D. NAME AND ADDRESS OF BUYER:	E. NAME AND ADDRESS OF SELLER:	F. NAME AND ADDRESS OF LENDER:
City of Destin	The Estate of James A LeMaster deceased 2535 Sugar Grove Trail, NE Leland, NC 28451	

G. PROPERTY LOCATION:	H. SETTLEMENT AGENT: 27-0399046 Vintage Title & Escrow, Inc. PLACE OF SETTLEMENT 1234 Airport Rd #108 Destin, Fl. 32541	I. SETTLEMENT DATE:
603 Sandalwood Dr Destin, FL 32541 Okaloosa County, Florida		

J. SUMMARY OF BUYER'S TRANSACTION			K. SUMMARY OF SELLER'S TRANSACTION		
100. GROSS AMOUNT DUE FROM BUYER:			**400. GROSS AMOUNT DUE TO SELLER:**		
101. Contract Sales Price		85,000.00	401. Contract Sales Price		85,000.00
102. Personal Property			402. Personal Property		
103. Settlement Charges to Buyer (Line 1400)		1,565.75	403.		
104.			404.		
105.			405.		
Adjustments For Items Paid By Seller in advance			*Adjustments For Items Paid By Seller in advance*		
106. City/Town Taxes	to		406. City/Town Taxes	to	
107. County Taxes	to		407. County Taxes	to	
108. Assessments	to		408. Assessments	to	
109.			409.		
110.			410.		
111.			411.		
112.			412.		
120. GROSS AMOUNT DUE FROM BUYER		86,565.75	*420. GROSS AMOUNT DUE TO SELLER*		85,000.00
200. AMOUNTS PAID BY OR IN BEHALF OF BUYER:			**500. REDUCTIONS IN AMOUNT DUE TO SELLER:**		
201. Deposit or earnest money			501. Excess Deposit (See Instructions)		
202. Principal Amount of New Loan(s)			502. Settlement Charges to Seller (Line 1400)		
203. Existing loan(s) taken subject to			503. Existing loan(s) taken subject to		
204.			504. Payoff First Mortgage		
205.			505. Payoff Second Mortgage		
206.			506.		
207.			507.		
208.			508.		
209.			509.		
Adjustments For Items Unpaid By Seller			*Adjustments For Items Unpaid By Seller*		
210. City/Town Taxes	to		510. City/Town Taxes	to	
211. County Taxes	to		511. County Taxes	to	
212. Assessments	to		512. Assessments	to	
213.			513.		
214.			514.		
215.			515.		
216.			516.		
217.			517.		
218.			518.		
219.			519.		
220. TOTAL PAID BY/FOR BUYER			*520. TOTAL REDUCTION AMOUNT DUE SELLER*		
300. CASH AT SETTLEMENT FROM/TO BUYER:			**600. CASH AT SETTLEMENT TO/FROM SELLER:**		
301. Gross Amount Due From Buyer (Line 120)		86,565.75	601. Gross Amount Due To Seller (Line 420)		85,000.00
302. Less Amount Paid By/For Buyer (Line 220)		( )	602. Less Reductions Due Seller (Line 520)		( )
303. CASH (X FROM) (TO) BUYER		86,565.75	*603. CASH (X TO) (FROM) SELLER*		85,000.00

The undersigned hereby acknowledge receipt of a completed copy of pages 1&2 of this statement & any attachments referred to herein.

I HAVE CAREFULLY REVIEWED THE HUD-1 SETTLEMENT STATEMENT AND TO THE BEST OF MY KNOWLEDGE AND BELIEF, IT IS A TRUE AND ACCURATE STATEMENT OF ALL RECEIPTS AND DISBURSEMENTS MADE ON MY ACCOUNT OR BY ME IN THIS TRANSACTION. I FURTHER CERTIFY THAT I HAVE RECEIVED A COPY OF THE HUD-1 SETTLEMENT STATEMENT.

Buyer City of Destin

BY:_____

Seller The Estate of James A LeMaster, deceased

BY:_____
Catherine M. LeMaster, Personal Rep.

TO THE BEST OF MY KNOWLEDGE, THE HUD-1 SETTLEMENT STATEMENT WHICH I HAVE PREPARED IS A TRUE AND ACCURATE ACCOUNT OF THE FUNDS WHICH WERE RECEIVED AND HAVE BEEN OR WILL BE DISBURSED BY THE UNDERSIGNED AS PART OF THE SETTLEMENT OF THIS TRANSACTION.

_____
Vintage Title & Escrow, Inc.
Settlement Agent

WARNING: IT IS A CRIME TO KNOWINGLY MAKE FALSE STATEMENTS TO THE UNITED STATES ON THIS OR ANY SIMILAR FORM. PENALTIES UPON CONVICTION CAN INCLUDE A FINE AND IMPRISONMENT. FOR DETAILS SEE: TITLE 18 U.S. CODE SECTION 1001 & SECTION 1010.

L. SETTLEMENT CHARGES

		PAID FROM BUYER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
700. TOTAL COMMISSION Based on Price	$ @ %		
Division of Commission (line 700) as Follows:			
701. $ to			
702. $ to			
703. Commission Paid at Settlement			
704. to			
800. ITEMS PAYABLE IN CONNECTION WITH LOAN			
801. Loan Origination Fee % to			
802. Loan Discount % to			
803. Appraisal Fee to			
804. Credit Report to			
805. Lender's Inspection Fee to			
806. Mortgage Ins. App. Fee to			
807. Assumption Fee to			
808.			
809.			
810.			
811.			
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE			
901. Interest From to @ $ /day (days %)			
902. Mortgage Insurance Premium for months to			
903. Hazard Insurance Premium for years to			
904.			
905.			
1000. RESERVES DEPOSITED WITH LENDER			
1001. Hazard Insurance	months @ $ per month		
1002. Mortgage Insurance	months @ $ per month		
1003. City/Town Taxes	months @ $ per month		
1004. County Taxes	months @ $ per month		
1005. Assessments	months @ $ per month		
1006.	months @ $ per month		
1007.	months @ $ per month		
1008.	months @ $ per month		
1100. TITLE CHARGES			
1101. Settlement or Closing Fee	to Vintage Title & Escrow, Inc.	350.00	
1102. Abstract or Title Search	to Westcor Land Title Insurance Company	85.00	
1103. Title Examination	to		
1104. Courier/Express/Wire Fee	to		
1105. Document Preparation	to		
1106. Notary Fees	to		
1107. Attorney's Fees	to		
(includes above item numbers:	)		
1108. Title Insurance	to Westcor Land Title Insurance Company	488.75	
(includes above item numbers:	)		
1109. Lender's Coverage	$		
1110. Owner's Coverage	$ 85,000.00 488.75		
1111.			
1112.			
1113.			
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES			
1201. Recording Fees: Deed $ 18.50 ; Mortgage $;	Releases $	18.50	
1202. City/County Tax/Stamps: Deed	; Mortgage		
1203. State Tax/Stamps: Deed 595.00	; Mortgage	595.00	
1204. Intangible Stamps	Clerk of Court		
1205. Record CMA/AONH	to Clerk of Court	28.50	
1300. ADDITIONAL SETTLEMENT CHARGES			
1301. Survey	to		
1302. Pest Inspection	to		
1303.			
1304.			
1305.			
1400. TOTAL SETTLEMENT CHARGES (Enter on Lines 103, Section J and 502, Section K)		1,565.75	

Vintage Title & Escrow, Inc., Settlement Agent

Certified True Copy

The undersigned hereby acknowledge receipt of a completed copy of pages 1&2 of this statement & any attachments referred to herein.
I HAVE CAREFULLY REVIEWED THE HUD-1 SETTLEMENT STATEMENT AND TO THE BEST OF MY KNOWLEDGE AND BELIEF, IT IS A TRUE AND ACCURATE STATEMENT OF ALL RECEIPTS AND DISBURSEMENTS MADE ON MY ACCOUNT OR BY ME IN THIS TRANSACTION. I FURTHER CERTIFY THAT I HAVE RECEIVED A COPY OF THE HUD-1 SETTLEMENT STATEMENT.

Buyer City of Destin

BY:_____

Seller The Estate of James A LeMaster, deceased

BY:_____
Catherine M. LeMaster, Personal Rep.

TO THE BEST OF MY KNOWLEDGE, THE HUD-1 SETTLEMENT STATEMENT WHICH I HAVE PREPARED IS A TRUE AND ACCURATE ACCOUNT OF THE FUNDS WHICH WERE RECEIVED AND HAVE BEEN OR WILL BE DISBURSED BY THE UNDERSIGNED AS PART OF THE SETTLEMENT OF THIS TRANSACTION.

Vintage Title & Escrow, Inc., Settlement Agent

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CITY OF DESTIN
OFFER AND PURCHASE AGREEMENT

AGENCY:	City of Destin
PROJECT:	Destin Connector
COUNTY:	Okaloosa
PARCEL NO.:	603 Sandalwood

Seller: Heirs of James A. and Alice LeMaster
Buyer: City of Destin

Buyer and Seller hereby agree that Seller shall sell and Buyer shall buy the following described property pursuant to the following terms and conditions.

I. Description of Property

(a) Real property described as: Property Tax ID No. 00-2S-22-2167-0000-0280

(b) Estate being purchased:
- ☑ Fee Simple
- ☐ Permanent Easement
- ☐ Temporary Easement
- ☐ Leasehold

(c) Buildings, Structures, Fixtures, and Other Improvements: 1,981 SF; 1,184 SF Attached SFR; concrete driveway, wood privacy fence and utility connections – Total Acquisition.

(d) Personal property described as: None.

(e) Outdoor Advertising Structure(s) Permit Number(s): None.

Property owned by others described as: None.
is **NOT** included in this agreement. A separate offer is being, or has been, made for this property.

II. PURCHASE PRICE

(a) **Real Property**

Land/Improvements	1. $	85,000.00
Real Estate Damages	2. $	0.00
(Severance/Cost-to-Cure)		0.00
Incentive Offer	3. $	0.00
Total Real Property	**4. $**	85,000.00
(b) **Total Personal Property**	**5. $**	0.00
Total Purchase Price (Add lines **4** and **5**)	$	85,000.00
(c) Portion of Total Purchase Price to be paid to Seller by Buyer at Closing.	$	85,000.00
(d) Portion of Total Purchase Price to be paid to Seller by Buyer upon surrender of possession.	$	0.00

Buyer hereby represents to Seller that this offer is not less than Buyer's estimate of market value.

III. Conditions and Limitations

(a) Seller is responsible for all taxes due on the property up to, but not including, the day of closing.

(b) Seller is responsible for delivering marketable title to Buyer. Marketable title shall be determined according to applicable title standards adopted by the Florida Bar in accordance with Florida Law subject only to those exceptions that are acceptable to

Buyer. Seller shall be liable for any encumbrances not disclosed in the public records or arising after closing as a result of actions of the Seller.

(c) Seller shall maintain the property described in **Section I** of this agreement in the same condition existing on the date of this agreement, except for reasonable wear and tear.

(d) Any occupancy of the property described in **Section I** of this agreement by Seller extending beyond the day of closing must be authorized, in writing, by Buyer.

(e) The property described in **Section I** of this agreement is being acquired by Buyer for transportation purposes under threat of condemnation pursuant to **Section 337.25 Florida Statutes**.

(f) Pursuant to **Rule 14-10.004, Florida Administrative Code**, Seller shall deliver completed **Outdoor Advertising Permit Cancellation(s) Form(s), Form Number 575-070-12,** executed by the outdoor advertising permit holder(s) for any outdoor advertising structure(s) described in **Section I** of this agreement and shall surrender, or account for, the outdoor advertising permit tag(s) prior to or upon receiving payment for the outdoor advertising structure(s).

(g) Seller agrees that the real property described in **Section I** of this agreement shall be conveyed to Buyer by conveyance instrument(s) acceptable to Buyer.

(h) Seller and Buyer agree that this purchase agreement represents the full and final agreement and no agreements or representations, shall be binding on the parties.

(i) Other:

IV. Closing Date

The closing will occur no later than 60 days after Final Agency Acceptance and approval by City of Destin, FL.

V. There are no handwritten or typewritten provisions inserted herein or attached hereto.

VI. Seller and Buyer hereby acknowledge and agree that their signatures as Seller and Buyer below constitute their acceptance of this agreement as a binding real estate contract.

Seller(s)

Catherine Le Master, Exec 9/26/17
Signature Date

Catherine Le Master
Type or Print Name under signature

Signature Date

Type or Print Name under signature

Buyer

City of Destin

BY: _____
Signature Date

City of Destin Consultant Agent

VII. FINAL AGENCY ACCEPTANCE

The Buyer has granted final agency acceptance this _____ day of _____, 2017 .

BY: _____
Signature Date

Type or Print Name and Title under signature

This document delivered by _____
Date

This document received by _____
Date

SIGNATURE ADDENDUM

SELLER(S):

Signature Date	Signature Date
Type or Print Name under signature	Type or Print Name under signature
Signature Date	Signature Date
Type or Print Name under signature	Type or Print Name under signature
Signature Date	Signature Date
Type or Print Name under signature	Type or Print Name under signature
Signature Date	Signature Date
Type or Print Name under signature	Type or Print Name under signature
Signature Date	Signature Date
Type or Print Name under signature	Type or Print Name under signature

1234 Airport Road, Unit 108
Destin, Florida 32541
Phone: (850) 460-2027
Facsimile: (850) 460-2035

PRIVACY POLICY

Vintage Title & Escrow, Inc. (Company) collects NPI (Non-Public Information) from the following sources:

(1) Information received from customers on applications or other forms.
(2) Information about customer transactions with the Company, its affiliates, or others.
(3) Information received from a consumer reporting agency.

Company restricts access to NPI to those Applicable Parties who need to know that information to provide products or services to customers. The Company maintains physical, electronic, and procedural safeguards that comply with federal regulations to guard NPI.

Our employees are bound by our Code of Conduct and Privacy policies to access personal consumer information for legitimate business purposes only and to safeguard confidential information about you.

I/We have received a copy this ____ day of MAY 2018

City of Destin, Florida

Carisse LeJeune, City Manager

The Estate of James A LeMaster

Catherine M LeMaster, Personal Representative

COMPLIANCE AND TAX PRORATION AGREEMENT
(Continued)

WeunderstandthatWestcorLandTitleInsuranceCompanyisrelyingonthestatementscontainedhereintocompute theappropriateamountfortheLender'sescrowaccount.Theclosingagentwillnotbeliableforanyshortagesinthe escrow amount.

Buyer(s)

City of Destin, Florida

BY:_____
Carisse Lejeune, City Manager

Seller(s)

The Estate of James A LeMaster, deceased

BY:_____
Catherine M. LeMaster, Personal Rep.

Prepared By and Return To:
Vintage Title & Escrow, Inc.
1234 Airport Rd #108
Destin, Fl. 32541

File No. 18-2155

Property Appraiser's Parcel I.D. (folio) Number(s)
00-2S-22-2167-0000-0280

COMPLIANCE AND TAX PRORATION AGREEMENT

RE: Closing Date: May 14, 2018
Buyer(s): City of Destin, Florida
Property Address: 603 Sandalwood Dr, Destin, FL, 32541
File No.: 18-2155

We, the undersigned Buyers & Sellers herein acknowledge the following as conditions of the above referenced transaction:

1. The undersigned parties will fully cooperate if adjustment for clerical errors on any or all closing documentation is necessary and will sign such additional documents as are necessary to correct such errors.

2. Calculations of payoff figures, or principal balance and escrow account balances and/or proration, was based on information, either obtained orally or in writing from your existing lender(s). The closing agent will not be liable for miscalculations as a result of errors made by the lender(s). If there is/are discrepancies between the figures used in preparing the closing statements, and future information provided by the lender(s) resulting in a demand by the lender(s) for additional funds, owner will, upon request forward said funds forthwith;

3. Consent is hereby given, pursuant to Rule 4-186.008(3) of the Florida Administrative Code, to the placement of the settlement funds for the transaction into an interest bearing account in the name of Vintage Title & Escrow, Inc.. The parties understand the interest earned or other benefits earned, if any, on such account will be the property of Vintage Title & Escrow, Inc.;

4. The undersigned parties understand agree that any shortage in payments made to the debtors as a "courtesy" or "accommodation" payoff, that are not secured by the property (i.e. credit cards, car loans, student loans, etc.) will be the sole responsibility of the borrower.

5. The calculation of the amounts escrowed for taxes as reflected on the closing statement has been made on the basis of an estimated gross tax figure in the amount of $943.72. It is agreed and understood by all parties that any adjustments in the tax proration will be settled outside of closing between the buyer and seller.

6. Seller represents and warrants that all Homeowner and/or Condominium Association dues/fees and/or special assessments are paid in full at time of settlement. Dues/fees are the amount of $NA.

The undersigned Owners of the above referenced property hereinacknowledge they_____have_____have not filed for or received homestead exemption for taxes for the current year.

BUYER / SELLER CERTIFICATION

Buyer: City of Destin, Florida
Seller: The Estate of James A LeMaster, deceased
Lender: CASH
Settlement Agent: Vintage Title & Escrow, Inc.
(850)460-2027
Place of Settlement: 1234 Airport Rd #108
Destin, Fl. 32541
Settlement Date: May 14, 2018
Property Location: 603 Sandalwood Dr
Destin, FL 32541
Okaloosa County, Florida

The Buyer and Seller this date have checked, reviewed and approved the figures appearing on the Disclosure/Settlement Statement (Statement of Actual Costs), consisting of two (2) pages. Buyer acknowledges receipt of the payment of the loan proceeds in full, and Seller acknowledges payment in full of the proceeds due Seller from the settlement.

The Buyer and Seller understand that the tax prorations shown on the Settlement Statement are based off of the previous tax assessment The Buyer and Seller agree to adjust the tax prorations shown on the Settlement Statement when the actual advalorem tax bill is rendered. Seller agrees to forward the next tax bill to Buyer immediately upon receipt of the bill from the tax office. Buyer understands that the next tax bill (even though in the name of the Seller) is the responsibility of the Buyer.

As part of the consideration of this sale, the contract between the parties is by reference incorporated herein and made a part hereof, the terms and conditions contained therein shall survive the closing and shall not merge upon the delivery of the warranty deed.

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

City of Destin, Florida

BY:_____
Carisse Lejeune, City Manager

The Estate of James A LeMaster, deceased

BY:_____
Catherine M. LeMaster, Personal Rep.

To the best of my knowledge, the HUD-1 Settlement Statement which I have prepared is a true and accurate account of the funds which were received and have been or will be disbursed by the undersigned as part of the settlement of this transaction.

_____
Vintage Title & Escrow, Inc.
Settlement Agent

WARNING: It is a crime to knowingly make false statements to the United States on this or any similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 & Section 1010.

L. SETTLEMENT CHARGES

			PAID FROM BUYER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
700. TOTAL COMMISSION Based on Price	$	@ %		
Division of Commission (line 700) as Follows:				
701. $ to				
702. $ to				
703. Commission Paid at Settlement				
704. to				
800. ITEMS PAYABLE IN CONNECTION WITH LOAN				
801. Loan Origination Fee % to				
802. Loan Discount % to				
803. Appraisal Fee to				
804. Credit Report to				
805. Lender's Inspection Fee to				
806. Mortgage Ins. App. Fee to				
807. Assumption Fee to				
808.				
809.				
810.				
811.				
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE				
901. Interest From to @ $ /day (days %)				
902. Mortgage Insurance Premium for months to				
903. Hazard Insurance Premium for years to				
904.				
905.				
1000. RESERVES DEPOSITED WITH LENDER				
1001. Hazard Insurance		months @ $ per month		
1002. Mortgage Insurance		months @ $ per month		
1003. City/Town Taxes		months @ $ per month		
1004. County Taxes		months @ $ per month		
1005. Assessments		months @ $ per month		
1006.		months @ $ per month		
1007.		months @ $ per month		
1008.		months @ $ per month		
1100. TITLE CHARGES				
1101. Settlement or Closing Fee	to Vintage Title & Escrow, Inc.		350.00	
1102. Abstract or Title Search	to Westcor Land Title Insurance Company		85.00	
1103. Title Examination	to			
1104. Courier/Express/Wire Fee	to			
1105. Document Preparation	to			
1106. Notary Fees	to			
1107. Attorney's Fees	to			
(includes above item numbers:		)		
1108. Title Insurance	to Westcor Land Title Insurance Company		488.75	
(includes above item numbers:		)		
1109. Lender's Coverage	$			
1110. Owner's Coverage	$ 85,000.00	488.75		
1111.				
1112.				
1113.				
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES				
1201. Recording Fees: Deed $ 18.50	; Mortgage $;	Releases $	18.50	
1202. City/County Tax/Stamps: Deed	; Mortgage			
1203. State Tax/Stamps: Deed	595.00 ; Mortgage		595.00	
1204. Intangible Stamps	Clerk of Court			
1205. Record CMA/AONH	to Clerk of Court		28.50	
1300. ADDITIONAL SETTLEMENT CHARGES				
1301. Survey	to Southeastern Survyeing		650.00	
1302. Pest Inspection	to			
1303.				
1304.				
1305.				
1400. TOTAL SETTLEMENT CHARGES (Enter on Lines 103, Section J and 502, Section K)			2,215.75	

Vintage Title & Escrow, Inc., Settlement Agent

Certified True Copy

The undersigned hereby acknowledge receipt of a completed copy of pages 1&2 of this statement & any attachments referred to herein.
I HAVE CAREFULLY REVIEWED THE HUD-1 SETTLEMENT STATEMENT AND TO THE BEST OF MY KNOWLEDGE AND BELIEF, IT IS A TRUE AND ACCURATE STATEMENT OF ALL RECEIPTS AND DISBURSEMENTS MADE ON MY ACCOUNT OR BY ME IN THIS TRANSACTION. I FURTHER CERTIFY THAT I HAVE RECEIVED A COPY OF THE HUD-1 SETTLEMENT STATEMENT.

Buyer City of Destin, Florida

BY: _____
Carisse Lejeune, City Manager

Seller The Estate of James A LeMaster, deceased

BY: _____
Catherine M. LeMaster, Personal Rep.

TO THE BEST OF MY KNOWLEDGE, THE HUD-1 SETTLEMENT STATEMENT WHICH I HAVE PREPARED IS A TRUE AND ACCURATE ACCOUNT OF THE FUNDS WHICH WERE RECEIVED AND HAVE BEEN OR WILL BE DISBURSED BY THE UNDERSIGNED AS PART OF THE SETTLEMENT OF THIS TRANSACTION.

Vintage Title & Escrow, Inc., Settlement Agent

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A.

SETTLEMENT STATEMENT

B. TYPE OF LOAN:
1. ☐ FHA 2. ☐ FmHA 3. ☐ CONV. UNINS. 4. ☐ VA 5. ☐ CONV. INS.

6. FILE NUMBER: 18-2155
7. LOAN NUMBER:
8. MORTGAGE INS CASE NUMBER:

C. NOTE: *This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "[POC]" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.*

(18-2155.PFD/18-2155/9)

D. NAME AND ADDRESS OF BUYER:	E. NAME AND ADDRESS OF SELLER:	F. NAME AND ADDRESS OF LENDER:
City of Destin, Florida 4200 Indian Bayou Trail Destin, FL 32541	The Estate of James A LeMaster deceased 2535 Sugar Grove Trail, NE Leland, NC 28451	CASH

G. PROPERTY LOCATION:	H. SETTLEMENT AGENT: 27-0399046 Vintage Title & Escrow, Inc. PLACE OF SETTLEMENT 1234 Airport Rd #108 Destin, Fl. 32541	I. SETTLEMENT DATE:
603 Sandalwood Dr Destin, FL 32541 Okaloosa County, Florida		May 14, 2018

J. SUMMARY OF BUYER'S TRANSACTION					K. SUMMARY OF SELLER'S TRANSACTION				
100. GROSS AMOUNT DUE FROM BUYER:					**400. GROSS AMOUNT DUE TO SELLER:**				
101. Contract Sales Price				85,000.00	401. Contract Sales Price				85,000.00
102. Personal Property					402. Personal Property				
103. Settlement Charges to Buyer (Line 1400)				2,215.75	403.				
104.					404.				
105.					405.				
Adjustments For Items Paid By Seller in advance					*Adjustments For Items Paid By Seller in advance*				
106. City/Town Taxes		to			406. City/Town Taxes		to		
107. County Taxes		to			407. County Taxes		to		
108. Assessments		to			408. Assessments		to		
109.					409.				
110.					410.				
111.					411.				
112.					412.				
120. GROSS AMOUNT DUE FROM BUYER				87,215.75	*420. GROSS AMOUNT DUE TO SELLER*				85,000.00
200. AMOUNTS PAID BY OR IN BEHALF OF BUYER:					**500. REDUCTIONS IN AMOUNT DUE TO SELLER:**				
201. Deposit or earnest money					501. Excess Deposit (See Instructions)				
202. Principal Amount of New Loan(s)					502. Settlement Charges to Seller (Line 1400)				
203. Existing loan(s) taken subject to					503. Existing loan(s) taken subject to				
204.					504. Payoff First Mortgage				
205.					505. Payoff Second Mortgage				
206.					506.				
207.					507.				
208.					508.				
209.					509.				
Adjustments For Items Unpaid By Seller					*Adjustments For Items Unpaid By Seller*				
210. City/Town Taxes		to			510. City/Town Taxes		to		
211. County Taxes	01/01/18	to	05/14/18	343.88	511. County Taxes	01/01/18	to	05/14/18	343.88
212. Assessments		to			512. Assessments		to		
213.					513.				
214.					514.				
215.					515.				
216.					516.				
217.					517.				
218.					518.				
219.					519.				
220. TOTAL PAID BY/FOR BUYER				343.88	*520. TOTAL REDUCTION AMOUNT DUE SELLER*				343.88
300. CASH AT SETTLEMENT FROM/TO BUYER:					**600. CASH AT SETTLEMENT TO/FROM SELLER:**				
301. Gross Amount Due From Buyer (Line 120)				87,215.75	601. Gross Amount Due To Seller (Line 420)				85,000.00
302. Less Amount Paid By/For Buyer (Line 220)				(343.88)	602. Less Reductions Due Seller (Line 520)				(343.88)
303. CASH (X FROM) (TO) BUYER				86,871.87	*603. CASH (X TO) (FROM) SELLER*				84,656.12

The undersigned hereby acknowledge receipt of a completed copy of pages 1&2 of this statement & any attachments referred to herein.

I HAVE CAREFULLY REVIEWED THE HUD-1 SETTLEMENT STATEMENT AND TO THE BEST OF MY KNOWLEDGE AND BELIEF, IT IS A TRUE AND ACCURATE STATEMENT OF ALL RECEIPTS AND DISBURSEMENTS MADE ON MY ACCOUNT OR BY ME IN THIS TRANSACTION. I FURTHER CERTIFY THAT I HAVE RECEIVED A COPY OF THE HUD-1 SETTLEMENT STATEMENT.

Buyer City of Destin, Florida

BY: _____
Carisse Lejeune, City Manager

Seller The Estate of James A LeMaster, deceased

BY: _____
Catherine M. LeMaster, Personal Rep.

TO THE BEST OF MY KNOWLEDGE, THE HUD-1 SETTLEMENT STATEMENT WHICH I HAVE PREPARED IS A TRUE AND ACCURATE ACCOUNT OF THE FUNDS WHICH WERE RECEIVED AND HAVE BEEN OR WILL BE DISBURSED BY THE UNDERSIGNED AS PART OF THE SETTLEMENT OF THIS TRANSACTION.

_____
Vintage Title & Escrow, Inc.
Settlement Agent

WARNING: IT IS A CRIME TO KNOWINGLY MAKE FALSE STATEMENTS TO THE UNITED STATES ON THIS OR ANY SIMILAR FORM. PENALTIES UPON CONVICTION CAN INCLUDE A FINE AND IMPRISONMENT. FOR DETAILS SEE: TITLE 18 U.S. CODE SECTION 1001 & SECTION 1010.

WESTCOR
LAND TITLE INSURANCE COMPANY

AMERICAN LAND TITLE ASSOCIATION Commitment For Title Insurance
(With Florida Modifications)

ISSUED BY
WESTCOR LAND TITLE INSURANCE COMPANY

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, WESTCOR LAND TITLE INSURANCE COMPANY, a California Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

IN WITNESS WHEREOF, **WESTCOR LAND TITLE INSURANCE COMPANY** has caused its corporate name and seal to be hereunto affixed and by these presents to be signed in facsimile under authority of its by-laws, effective as of the date of Commitment shown in Schedule A.

Issued By:

Vintage Title & Escrow, Inc.

WESTCOR LAND TITLE INSURANCE COMPANY

By: Mary O'Donnell
President

Attest: Patricia H Power
Secretary

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions.

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COMMITMENT CONDITIONS

1. DEFINITIONS

(a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.

(b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.

(c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.

(d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.

(e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.

(f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.

(g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.

(h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

(a) the Notice;

(b) the Commitment to Issue Policy;

(c) the Commitment Conditions;

(d) Schedule A;

(e) Schedule B, Part I—Requirements;

(f) Schedule B, Part II—Exceptions; and

(g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

(a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:

(i) comply with the Schedule B, Part I—Requirements;

(ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or

(iii) acquire the Title or create the Mortgage covered by this Commitment.

(b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.

(c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.

(d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.

(e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
(f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I— Requirements have been met to the satisfaction of the Company.
(g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

(a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
(b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
(c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
(d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
(e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
(f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

WESTCOR LAND TITLE INSURANCE COMPANY
AMERICAN LAND TITLE ASSOCIATION COMMITMENT
(With Florida Modifications 8-1-16)

Transaction Identification Data for reference only:
State: **Florida** County: **Okaloosa**
Property Address: **603 Sandalwood Drive Destin 32541**

Plant File #: 18-15794	Reinsurance #:	Agent File #: V18-2155

Schedule A

1. Effective Date: **March 19, 2018 @ 8:00 am**

2. Policy or Policies to be issued:
   a. Owner's Policy — Amount

   City of Destin — **$85,000.00**

   b. Loan Policy — Amount

   2nd Proposed Insured Loan: — Amount

3. The estate or interest in the land described or referred to in this Commitment is:

   Fee Simple

4. Title to the estate or interest in the Land is at the Commitment Date vested in:

   The Estate of James A. LeMaster, deceased

5. The land is described as follows:

   See Attached Schedule A Continuation for Legal Description

Countersigned Authorized Signatory

Issued By:
FL1300
Vintage Title & Escrow, Inc.
1234 Airport Road, Unit 108
Destin, FL 32541

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions.

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WESTCOR LAND TITLE INSURANCE COMPANY
AMERICAN LAND TITLE ASSOCIATION COMMITMENT
(With Florida Modifications 8-1-16)

Schedule A, Continuation Page

The West 7.79 feet of the North 100.00 feet and the West 6.00 feet of the South 20.00 feet of Lot 28 and the East 8.42 feet of the North 100.00 feet and the East 12.00 feet of the South 20.00 feet of Lot 29, Sandalwood Manor Townhomes First Addition, according to the Plat thereof, recorded in Plat Book 6, Page(s) 93, of the Public Records of Okaloosa County, Florida.

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WESTCOR LAND TITLE INSURANCE COMPANY
AMERICAN LAND TITLE ASSOCIATION COMMITMENT
(With Florida Modifications 8-1-16)

Schedule B - Section 1

All of the following Requirements must be met:

1. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

    a. Personal Representative's Deed from Catherine M. LeMaster, the duly qualified and acting Personal Representative of the Estate of James A. LeMaster, deceased to City of Destin conveying the land.

    NOTE: Spouse of individual(s), if any, to join in the above required instrument(s) OR the document must state that captioned property is not the homestead of the grantor/mortgagor.

2. Pay the agreed amount for the estate or interest to be insured.

3. Payment of all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable.

4. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed; that contractor, subcontractors, labor and materialmen are all paid.

5. Exceptions 3 and 4 of Schedule B - Section 2 of this commitment may be amended in or deleted from the policy to be issued if a survey, satisfactory to the Company, is furnished to Company.

6. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.

7. Pay the premiums, fees, and charges for the Policy to the Company.

8. Affidavit in recordable form making proper reference to the subject property, as to the continuous and uninterrupted marriage of James A. LeMaster and Alice G. LeMaster, from March 3, 1998 through the date of death of Alice G. LeMaster on April 4, 2015.

9. Proof that the land was not the Homestead of James A. LeMaster, deceased at the time of decedent's death.

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WESTCOR LAND TITLE INSURANCE COMPANY
AMERICAN LAND TITLE ASSOCIATION COMMITMENT
(With Florida Modifications 8-1-16)

Schedule B - Section 2

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. **Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.**

2. **Rights or claims of parties in possession not shown by the Public Records.**

3. **Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments on the Land of existing improvements located on the adjoined land.**

4. **Easements or claims of easements not shown by the Public Records**

5. **Taxes or special assessments which are not shown as existing liens by the public records.**

6. **Taxes and assessments for the year 2018 and subsequent years, which are not yet due and payable.**

7. Restrictions, covenants, condition, reservations and easements (deleting therefrom restrictions indicating any preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin), recorded in Official Records Book 1126, Page 1, amended in Official Records Book 1150, Page 1438, of the Public Records of Okaloosa County, Florida.

8. Easement in favor of Gulf Power Company recorded in Official Records Book 1159, Page 1962, of the Public Records of Okaloosa County, Florida.

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions.

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9. Terms, conditions, and provisions of Oil, Gas and Mineral Reservations, recorded in Official Records Book 952, Page 44, of Public Records of Okaloosa County, Florida.

10. Restrictions, reservations, setbacks and easements, if any, as indicated and/or shown on that certain Plat recorded in Plat Book 6, at Page(s) 93, of the Public Records of Okaloosa County, Florida.

11. Rights of adjoining owners in Party Wall(s) located partly on the land and partly on abutting property and rights of such adjoining owners in common, with the owner of the land in the roof of such building and in any appurtenances which are susceptible to common use; together with all liability for maintenance, repair and damage which common use entails.

NOTE: Real Estate Taxes for the year 2017 were paid in the amount of $905.97; Assessed Value $72,210.00; Gross Amount $943.72; Exemptions: No ; Folio No.: 00-2S-22-2167-0000-0280.

NOTE: FOR INFORMATIONAL PURPOSES ONLY: The following constitutes a 24 month Chain of Title preceding the effective date hereof and constitutes conveyances and transfers of ownership only:

1. Deed recorded March 5, 1998 in Official Records Book 2132, Page 1889, of the Public Records of Okaloosa County, Florida.

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EXHIBIT "A"

A parcel of land lying in Township 2 South, Range 22 West, Okaloosa County, Florida, being more particularly described as follows:

The West 7.79 feet of the North 100.00 feet and the West 6.00 feet of the South 20.00 feet of Lot 28 and the East 8.42 feet of the North 100.00 feet and the East 12.00 feet of the South 20.00 feet of Lot 29 of Sandalwood Manor Townhomes First Addition, according to the plat thereof as recorded in Plat Book 6, Page 93, Public Records of Okaloosa County, Florida.

Being further described as Okaloosa County Property Tax ID No 00-2S-22-2167-0000-0280, and 603 Sandalwood Drive, Destin, Florida 32541.

WESTCOR
LAND TITLE INSURANCE COMPANY

AMERICAN LAND TITLE ASSOCIATION Commitment For Title Insurance
(With Florida Modifications)

ISSUED BY
WESTCOR LAND TITLE INSURANCE COMPANY

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, WESTCOR LAND TITLE INSURANCE COMPANY, a California Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

IN WITNESS WHEREOF, **WESTCOR LAND TITLE INSURANCE COMPANY** has caused its corporate name and seal to be hereunto affixed and by these presents to be signed in facsimile under authority of its by-laws, effective as of the date of Commitment shown in Schedule A.

Issued By:

Vintage Title & Escrow, Inc.

WESTCOR LAND TITLE INSURANCE COMPANY

By: Mary O'Donnell
President

Attest: Patricia H Power
Secretary

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions.

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COMMITMENT CONDITIONS

1. DEFINITIONS

(a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
(b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
(c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
(d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
(e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
(f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
(g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
(h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:
(a) the Notice;
(b) the Commitment to Issue Policy;
(c) the Commitment Conditions;
(d) Schedule A;
(e) Schedule B, Part I—Requirements;
(f) Schedule B, Part II—Exceptions; and
(g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

(a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
(i) comply with the Schedule B, Part I—Requirements;
(ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
(iii) acquire the Title or create the Mortgage covered by this Commitment.
(b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
(c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
(d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.

(e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
(f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I— Requirements have been met to the satisfaction of the Company.
(g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

(a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
(b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
(c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
(d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
(e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
(f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

WESTCOR LAND TITLE INSURANCE COMPANY
AMERICAN LAND TITLE ASSOCIATION COMMITMENT
(With Florida Modifications 8-1-16)

Transaction Identification Data for reference only:
State: **Florida** County: **Okaloosa**
Property Address: **603 Sandalwood Drive Destin 32541**

Plant File #: 18-15794	Reinsurance #:	Agent File #: V18-2155

Schedule A

1. Effective Date: **March 19, 2018 @ 8:00 am**

2. Policy or Policies to be issued:
   a. Owner's Policy — Amount

   City of Destin — **$85,000.00**

   b. Loan Policy — Amount

   2nd Proposed Insured Loan: — Amount

3. The estate or interest in the land described or referred to in this Commitment is:

   Fee Simple

4. Title to the estate or interest in the Land is at the Commitment Date vested in:

   The Estate of James A. LeMaster, deceased

5. The land is described as follows:

   See Attached Schedule A Continuation for Legal Description

Countersigned Authorized Signatory

Issued By:
FL1300
Vintage Title & Escrow, Inc.
1234 Airport Road, Unit 108
Destin, FL 32541

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions.

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WESTCOR LAND TITLE INSURANCE COMPANY
AMERICAN LAND TITLE ASSOCIATION COMMITMENT
(With Florida Modifications 8-1-16)

Schedule A, Continuation Page

The West 7.79 feet of the North 100.00 feet and the West 6.00 feet of the South 20.00 feet of Lot 28 and the East 8.42 feet of the North 100.00 feet and the East 12.00 feet of the South 20.00 feet of Lot 29, Sandalwood Manor Townhomes First Addition, according to the Plat thereof, recorded in Plat Book 6, Page(s) 93, of the Public Records of Okaloosa County, Florida.

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WESTCOR LAND TITLE INSURANCE COMPANY
AMERICAN LAND TITLE ASSOCIATION COMMITMENT
(With Florida Modifications 8-1-16)

Schedule B - Section 1

All of the following Requirements must be met:

1. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

    a. Personal Representative's Deed from Catherine M. LeMaster, the duly qualified and acting Personal Representative of the Estate of James A. LeMaster, deceased to City of Destin conveying the land.

    NOTE: Spouse of individual(s), if any, to join in the above required instrument(s) OR the document must state that captioned property is not the homestead of the grantor/mortgagor.

2. Pay the agreed amount for the estate or interest to be insured.

3. Payment of all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable.

4. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed; that contractor, subcontractors, labor and materialmen are all paid.

5. Exceptions 3 and 4 of Schedule B - Section 2 of this commitment may be amended in or deleted from the policy to be issued if a survey, satisfactory to the Company, is furnished to Company.

6. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.

7. Pay the premiums, fees, and charges for the Policy to the Company.

8. Affidavit in recordable form making proper reference to the subject property, as to the continuous and uninterrupted marriage of James A. LeMaster and Alice G. LeMaster, from March 3, 1998 through the date of death of Alice G. LeMaster on April 4, 2015.

9. Proof that the land was not the Homestead of James A. LeMaster, deceased at the time of decedent's death.

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WESTCOR LAND TITLE INSURANCE COMPANY
AMERICAN LAND TITLE ASSOCIATION COMMITMENT
(With Florida Modifications 8-1-16)

Schedule B - Section 2

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. **Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.**

2. **Rights or claims of parties in possession not shown by the Public Records.**

3. **Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments on the Land of existing improvements located on the adjoined land.**

4. **Easements or claims of easements not shown by the Public Records**

5. **Taxes or special assessments which are not shown as existing liens by the public records.**

6. **Taxes and assessments for the year 2018 and subsequent years, which are not yet due and payable.**

7. Restrictions, covenants, condition, reservations and easements (deleting therefrom restrictions indicating any preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin), recorded in Official Records Book 1126, Page 1, amended in Official Records Book 1150, Page 1438, of the Public Records of Okaloosa County, Florida.

8. Easement in favor of Gulf Power Company recorded in Official Records Book 1159, Page 1962, of the Public Records of Okaloosa County, Florida.

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9. Terms, conditions, and provisions of Oil, Gas and Mineral Reservations, recorded in Official Records Book 952, Page 44, of Public Records of Okaloosa County, Florida.

10. Restrictions, reservations, setbacks and easements, if any, as indicated and/or shown on that certain Plat recorded in Plat Book 6, at Page(s) 93, of the Public Records of Okaloosa County, Florida.

11. Rights of adjoining owners in Party Wall(s) located partly on the land and partly on abutting property and rights of such adjoining owners in common, with the owner of the land in the roof of such building and in any appurtenances which are susceptible to common use; together with all liability for maintenance, repair and damage which common use entails.

NOTE: Real Estate Taxes for the year 2017 were paid in the amount of $905.97; Assessed Value $72,210.00; Gross Amount $943.72; Exemptions: No ; Folio No.: 00-2S-22-2167-0000-0280.

NOTE: FOR INFORMATIONAL PURPOSES ONLY: The following constitutes a 24 month Chain of Title preceding the effective date hereof and constitutes conveyances and transfers of ownership only:

1. Deed recorded March 5, 1998 in Official Records Book 2132, Page 1889, of the Public Records of Okaloosa County, Florida.

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ANCHORS ◆ SMITH ◆ GRIMSLEY
A PROFESSIONAL LIMITED COMPANY
ATTORNEYS AND COUNSELORS AT LAW
909 MAR WALT DRIVE, SUITE 1014
FORT WALTON BEACH, FL 32547-6711
(850) 863-4064 (850) 862-1138 FAX (850) 664-5728 FAX
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C. LEDON ANCHORS
STEVEN B. BAUMAN*
C. JEFFREY MCINNIS
RICHARD P. PETERMANN+
TIMOTHY W. SHAW

* FLORIDA SUPREME COURT CERTIFIED CIRCUIT AND APPELLATE MEDIATOR
+ ALSO ADMITTED IN WYOMING & ALABAMA

MICHAEL A. FLOWERS**
SHIRAZ A. HOSEIN
N. GRESHAM FOSTER, L.L.M.
KYLE S. BAUMAN
MICHAEL R. GOODSON++

** FORMER CIRCUIT JUDGE
++ FLORIDA SUPREME COURT CERTIFIED FAMILY LAW MEDIATOR

May 1, 2023

Via FEDEX

The City of Destin, Florida, a Florida municipal corporation
4200 Indian Bayou Trail
Destin, FL 32541
Attn: Jeff Cozadd/ Projects/Grants/ Contracts Manager

RE: 604 Sandalwood Dr., Destin, FL 32541
Seller: Frances Evans Poston. Our File# 23-0036CJM

Dear Mr. Cozadd ,

Enclosed please find the following documents concerning the above referenced real property closing :

1. Original Owner's Policy # 50184912-0015655e.
2. Original Recorded Warranty Deed.
3. Original Bill of Sale.

It was a pleasure assisting The City of Destin with this transaction. Should you have any questions, or if we can provide you with any assistance in the future please give us a call. Congratulations on your purchase!!!

Sincerely,
ANCHORS SMITH GRIMSLEY, PLC

Jill Bryant
Real Estate Closing Administrator for
C. Jeffrey McInnis, Esq.
Direct line: 850-362-7217
Email: jbryant@asglegal.com
Enclosures

Transaction Identification Data, for which the Company assumes no liability as set forth in Condition 9.d.:
Issuing Agent: First American Title Insurance Company
Issuing Office: PO Box 776123, Chicago, IL 60677-6124
Issuing Office's ALTA® Registry ID:
Issuing Office File Number: 7223-6384837
Property Address: 604 SANDALWOOD DR, DESTIN, FL 32541-2455

SCHEDULE A

Name and Address of Title Insurance Company:
FIRST AMERICAN TITLE INSURANCE COMPANY, 1 First American Way, Santa Ana, California 92707
Customer Reference Number: 23-0036CJM
First American File Number: 7223-6384837
Policy Number: 50184912-0015655e
Amount of Insurance: $195,000.00
Date of Policy: April 26, 2023 at 02:34 p.m

1. The Insured is:

   The City of Destin, Florida, a Florida municipal corporation

2. The estate or interest in the Land insured by this policy is:

   Fee Simple

3. The Title is vested in:

   The City of Destin, Florida, a Florida municipal corporation

4. The Land is described as follows:

   See Exhibit A attached hereto and made a part hereof

Anchors Smith Grimsley, Professional, Limited Company

By: _____
Authorized Signatory

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Exhibit A

Agent File Number: 23-0036CJM
FAST File Number: 7223-6384837

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

Lot 32, less and except the Westerly 6.00 feet thereof, SANDALWOOD MANOR TOWNHOMES FIRST ADDITION, according to the map or plat thereof as recorded in Plat Book 6, Page 93, of the Public Records of Okaloosa County, Florida.

a/k/a

Parcel 32-A

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Customer Reference Number: 23-0036CJM
First American File Number: 7223-6384837

SCHEDULE B

Policy Number: 50184912-0015655e

EXCEPTIONS FROM COVERAGE

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This policy treats any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document are excepted from coverage.

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses resulting from the terms and conditions of any lease or easement identified in Schedule A, and the following matters:

1. Any rights, interests, or claims of parties in possession of the land not shown by the Public Records.

2. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.

3. Any lien, for services, labor, or materials in connection with improvements, repairs or renovations provided before, on, or after Date of Policy, not shown by the Public Records.

4. Any dispute as to the boundaries caused by a change in the location of any water body within or adjacent to the Land prior to Date of Policy, and any adverse claim to all or part of the Land that is, at Date of Policy, or was previously under water.

5. Taxes or special assessments not shown as liens in the Public Records or in the records of the local tax collecting authority, at Date of Policy.

6. Any minerals or mineral rights leased, granted or retained by current or prior owners.

7. Taxes and assessments for the year 2023 and subsequent years, which are not yet due and payable.

8. Easement granted to Gulf Power Company by instrument recorded in Book 1159, Page 1962.

9. Oil, gas and mineral reservations contained in Deed recorded in Book 952, Page 44.

Note: All of the recording information contained herein refers to the Public Records of OKALOOSA County, Florida, unless otherwise indicated. Any reference herein to a Book and Page or Instrument Number is a reference to the Official Record Books of said county, unless indicated to the contrary.

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NOTE: Exception(s) numbered 1, 3, 5 and 6 above is/are hereby deleted.

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Agent File Number: 23-0036CJM
Issuing Office File Number: 7223-6384837

Note: All of the recording information contained herein refers to the Public Records of OKALOOSA County, Florida, unless otherwise indicated. Any reference herein to a Book and Page is a reference to the Official Record Books of said county, unless indicated to the contrary.

Notices - Where Sent

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Company, Attention: Claims Department, 1 First American Way, Santa Ana, CA 92707.

Service, Quality and Availability

First American Title Insurance Company cares about its customers and their ability to obtain information and service on a convenient, timely and accurate basis. A qualified staff of service representatives is dedicated to serving you. A toll-free number is available for your convenience in obtaining information about coverage and to provide assistance in resolving complaints at 1-800-929-7186. Office hours are from 8:30 a.m. through 5:30 p.m. Monday through Friday.

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ALTA OWNER'S POLICY OF TITLE INSURANCE
issued by
FIRST AMERICAN TITLE INSURANCE COMPANY

This policy, when issued by the Company with a Policy Number and the Date of Policy, is valid even if this policy or any endorsement to this policy is issued electronically or lacks any signature.

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at the address shown in Condition 17.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, FIRST AMERICAN TITLE INSURANCE COMPANY, a Nebraska corporation (the "Company"), insures as of the Date of Policy and, to the extent stated in Covered Risks 9 and 10, after the Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. The Title being vested other than as stated in Schedule A.

2. Any defect in or lien or encumbrance on the Title. Covered Risk 2 includes, but is not limited to, insurance against loss from:

a. a defect in the Title caused by:
   i. forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
   ii. the failure of a person or Entity to have authorized a transfer or conveyance;
   iii. a document affecting the Title not properly authorized, created, executed, witnessed, sealed, acknowledged, notarized (including by remote online notarization), or delivered;
   iv. a failure to perform those acts necessary to create a document by electronic means authorized by law;
   v. a document executed under a falsified, expired, or otherwise invalid power of attorney;
   vi. a document not properly filed, recorded, or indexed in the Public Records, including the failure to have performed those acts by electronic means authorized by law;
   vii. a defective judicial or administrative proceeding; or
   viii. the repudiation of an electronic signature by a person that executed a document because the electronic signature on the document was not valid under applicable electronic transactions law.

b. the lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.

c. the effect on the Title of an encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment (including an encroachment of an improvement across the boundary lines of the Land), but only if the encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment would have been disclosed by an accurate and complete land title survey of the Land.

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3. Unmarketable Title.

4. No right of access to and from the Land.

5. A violation or enforcement of a law, ordinance, permit, or governmental regulation (including those relating to building and zoning), but only to the extent of the violation or enforcement described by the enforcing governmental authority in an Enforcement Notice that identifies a restriction, regulation, or prohibition relating to:
a. the occupancy, use, or enjoyment of the Land;
b. the character, dimensions, or location of an improvement on the Land;
c. the subdivision of the Land; or
d. environmental remediation or protection on the Land.

6. An enforcement of a governmental forfeiture, police, regulatory, or national security power, but only to the extent of the enforcement described by the enforcing governmental authority in an Enforcement Notice.

7. An exercise of the power of eminent domain, but only to the extent:
a. of the exercise described in an Enforcement Notice; or
b. the taking occurred and is binding on a purchaser for value without Knowledge.

8. An enforcement of a PACA-PSA Trust, but only to the extent of the enforcement described in an Enforcement Notice.

9. The Title being vested other than as stated in Schedule A, the Title being defective, or the effect of a court order providing an alternative remedy:
a. resulting from the avoidance, in whole or in part, of any transfer of all or any part of the Title to the Land or any interest in the Land occurring prior to the transaction vesting the Title because that prior transfer constituted a:
   i. fraudulent conveyance, fraudulent transfer, or preferential transfer under federal bankruptcy, state insolvency, or similar state or federal creditors' rights law; or
   ii. voidable transfer under the Uniform Voidable Transactions Act; or
b. because the instrument vesting the Title constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar state or federal creditors' rights law by reason of the failure:
   i. to timely record the instrument vesting the Title in the Public Records after execution and delivery of the instrument to the Insured; or
   ii. of the recording of the instrument vesting the Title in the Public Records to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.

10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to the Date of Policy and prior to the recording of the deed or other instrument vesting the Title in the Public Records.

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DEFENSE OF COVERED CLAIMS

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this policy, but only to the extent provided in the Conditions.

First American Title Insurance Company

Kenneth D. DeGiorgio, President

Greg L. Smith, Secretary

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EXCLUSIONS FROM COVERAGE

The following matters are excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
   i. the occupancy, use, or enjoyment of the Land;
   ii. the character, dimensions, or location of any improvement on the Land;
   iii. the subdivision of land; or
   iv. environmental remediation or protection.
   b. any governmental forfeiture, police, regulatory, or national security power.
   c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.

   Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.

2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.

3. Any defect, lien, encumbrance, adverse claim, or other matter:
   a. created, suffered, assumed, or agreed to by the Insured Claimant;
   b. not Known to the Company, not recorded in the Public Records at the Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   c. resulting in no loss or damage to the Insured Claimant;
   d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or
   e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.

4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:
   a. fraudulent conveyance or fraudulent transfer;
   b. voidable transfer under the Uniform Voidable Transactions Act; or
   c. preferential transfer:
      i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
      ii. for any other reason not stated in Covered Risk 9.b.

5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.

6. Any lien on the Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.

7. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

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CONDITIONS

1. DEFINITION OF TERMS

In this policy, the following terms have the meanings given to them below. Any defined term includes both the singular and the plural, as the context requires:

a. "Affiliate": An Entity:
   i. that is wholly owned by the Insured;
   ii. that wholly owns the Insured; or
   iii. if that Entity and the Insured are both wholly owned by the same person or entity.

b. "Amount of Insurance": The Amount of Insurance stated in Schedule A, as may be increased by Condition 8.d. or decreased by Condition 10 or 11; or increased or decreased by endorsements to this policy.

c. "Date of Policy": The Date of Policy stated in Schedule A.

d. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.

e. "Enforcement Notice": A document recorded in the Public Records that describes any part of the Land and:
   i. is issued by a governmental agency that identifies a violation or enforcement of a law, ordinance, permit, or governmental regulation;
   ii. is issued by a holder of the power of eminent domain or a governmental agency that identifies the exercise of a governmental power; or
   iii. asserts a right to enforce a PACA PSA Trust.

f. "Entity": A corporation, partnership, trust, limited liability company, or other entity authorized by law to own title to real property in the State where the Land is located.

g. "Insured":
   i. (a). The Insured named in Item 1 of Schedule A;
      (b). the successor to the Title of an Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
      (c). the successor to the Title of an Insured resulting from dissolution, merger, consolidation, distribution, or reorganization;
      (d). the successor to the Title of an Insured resulting from its conversion to another kind of Entity; or
      (e). the grantee of an Insured under a deed or other instrument transferring the Title, if the grantee is:
         (1). an Affiliate;
         (2). a trustee or beneficiary of a trust created by a written instrument established for estate planning purposes by an Insured;
         (3). a spouse who receives the Title because of a dissolution of marriage;
         (4). a transferee by a transfer effective on the death of an Insured as authorized by law; or
         (5). another Insured named in Item 1 of Schedule A.
   ii. The Company reserves all rights and defenses as to any successor or grantee that the Company would have had against any predecessor Insured.

h. "Insured Claimant": An Insured claiming loss or damage arising under this policy.

i. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.

j. "Land": The land described in Item 4 of Schedule A and improvements located on that land at the Date of Policy that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is insured by this policy.

k. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security

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instrument, including one evidenced by electronic means authorized by law.

l. "PACA-PSA Trust": A trust under the federal Perishable Agricultural Commodities Act or the federal Packers and Stockyards Act or a similar State or federal law.

m. "Public Records": The recording or filing system established under State statutes in effect at the Date of Policy under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.

n. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.

o. "Title": The estate or interest in the Land identified in Item 2 of Schedule A.

p. "Unmarketable Title": The Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or a lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF COVERAGE

This policy continues as of the Date of Policy in favor of an Insured, so long as the Insured:

a. retains an estate or interest in the Land;

b. owns an obligation secured by a purchase money Mortgage given by a purchaser from the Insured; or

c. has liability for warranties given by the Insured in any transfer or conveyance of the Insured's Title.

Except as provided in Condition 2, this policy terminates and ceases to have any further force or effect after the Insured conveys the Title. This policy does not continue in force or effect in favor of any person or entity that is not the Insured and acquires the Title or an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured must notify the Company promptly in writing if the Insured has Knowledge of:

a. any litigation or other matter for which the Company may be liable under this policy; or

b. any rejection of the Title as Unmarketable Title.

If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under this policy is reduced to the extent of the prejudice.

4. PROOF OF LOSS

The Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, adverse claim, or other matter insured against by this policy that constitutes the basis of loss or damage and must state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

a. Upon written request by the Insured and subject to the options contained in Condition 7, the Company, at its own cost and without unreasonable delay, will provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company has the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those covered causes of action. The Company is not liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of any cause of action that alleges matters not insured against by this policy.

b. The Company has the right, in addition to the options contained in Condition 7, at its own cost, to institute and prosecute any action or proceeding or to do any other act that, in its opinion, may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy,

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whether or not it is liable to the Insured. The Company's exercise of these rights is not an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under Condition 5.b., it must do so diligently.

c. When the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court having jurisdiction. The Company reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

a. When this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured will secure to the Company the right to prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose.

When requested by the Company, the Insured, at the Company's expense, must give the Company all reasonable aid in:

i. securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement; and

ii. any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter, as insured.

If the Company is prejudiced by any failure of the Insured to furnish the required cooperation, the Company's liability and obligations to the Insured under this policy terminate, including any obligation to defend, prosecute, or continue any litigation, regarding the matter requiring such cooperation.

b. The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos, whether bearing a date before or after the Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant must grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all the records in the custody or control of a third party that reasonably pertain to the loss or damage. No information designated in writing as confidential by the Insured Claimant provided to the Company pursuant to Condition 6 will be later disclosed to others unless, in the reasonable judgment of the Company, disclosure is necessary in the administration of the claim or required by law. Any failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in Condition 6.b., unless prohibited by law, terminates any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company has the following additional options:

a. *To Pay or Tender Payment of the Amount of Insurance*

To pay or tender payment of the Amount of Insurance under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

Upon the exercise by the Company of this option provided for in Condition 7.a., the Company's liability and obligations to the Insured under this policy terminate, including any obligation to defend, prosecute, or continue any litigation.

b. *To Pay or Otherwise Settle with Parties other than the Insured or with the Insured Claimant*

i. To pay or otherwise settle with parties other than the Insured for or in the name of the Insured Claimant. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

ii. To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to

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the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either option provided for in Condition 7.b., the Company's liability and obligations to the Insured under this policy for the claimed loss or damage terminate, including any obligation to defend, prosecute, or continue any litigation.

8. CONTRACT OF INDEMNITY; DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by an Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy. This policy is not an abstract of the Title, report of the condition of the Title, legal opinion, opinion of the Title, or other representation of the status of the Title. All claims asserted under this policy are based in contract and are restricted to the terms and provisions of this policy. The Company is not liable for any claim alleging negligence or negligent misrepresentation arising from or in connection with this policy or the determination of the insurability of the Title.

a. The extent of liability of the Company for loss or damage under this policy does not exceed the lesser of:
   i. the Amount of Insurance; or
   ii. the difference between the fair market value of the Title, as insured, and the fair market value of the Title subject to the matter insured against by this policy.

b. Except as provided in Condition 8.c. or 8.d., the fair market value of the Title in Condition 8.a.ii. is calculated using the date the Insured discovers the defect, lien, encumbrance, adverse claim, or other matter insured against by this policy.

c. If, at the Date of Policy, the Title to all of the Land is void by reason of a matter insured against by this policy, then the Insured Claimant may, by written notice given to the Company, elect to use the Date of Policy as the date for calculating the fair market value of the Title in Condition 8.a.ii.

d. If the Company pursues its rights under Condition 5.b. and is unsuccessful in establishing the Title, as insured:
   i. the Amount of Insurance will be increased by 15%; and
   ii. the Insured Claimant may, by written notice given to the Company, elect, as an alternative to the dates set forth in Condition 8.b. or, if it applies, 8.c., to use either the date the settlement, action, proceeding, or other act described in Condition 5.b. is concluded or the date the notice of claim required by Condition 3 is received by the Company as the date for calculating the fair market value of the Title in Condition 8.a.ii.

e. In addition to the extent of liability for loss or damage under Conditions 8.a. and 8.d., the Company will also pay the costs, attorneys' fees, and expenses incurred in accordance with Conditions 5 and 7.

9. LIMITATION OF LIABILITY

a. The Company fully performs its obligations and is not liable for any loss or damage caused to the Insured if the Company accomplishes any of the following in a reasonable manner:
   i. removes the alleged defect, lien, encumbrance, adverse claim, or other matter;
   ii. cures the lack of a right of access to and from the Land; or
   iii. cures the claim of Unmarketable Title,

   all as insured. The Company may do so by any method, including litigation and the completion of any appeals.

b. The Company is not liable for loss or damage arising out of any litigation, including litigation by the Company or with the Company's consent, until a State or federal court having jurisdiction makes a final, non-appealable determination adverse to the Title.

c. The Company is not liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

d. The Company is not liable for the content of the Transaction Identification Data, if any.

10. REDUCTION OR TERMINATION OF INSURANCE

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance will be reduced by any amount the Company pays under any policy insuring a

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Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after the Date of Policy and which is a charge or lien on the Title, and the amount so paid will be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage are determined in accordance with the Conditions, the Company will pay the loss or damage within 30 days.

13. COMPANY'S RECOVERY AND SUBROGATION RIGHTS UPON SETTLEMENT AND PAYMENT

a. If the Company settles and pays a claim under this policy, it is subrogated and entitled to the rights and remedies of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person, entity, or property to the fullest extent permitted by law, but limited to the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant must execute documents to transfer these rights and remedies to the Company. The Insured Claimant permits the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

b. If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company defers the exercise of its subrogation right until after the Insured Claimant fully recovers its loss.

c. The Company's subrogation right includes the Insured's rights to indemnity, guaranty, warranty, insurance policy, or bond, despite any provision in those instruments that addresses recovery or subrogation rights.

14. POLICY ENTIRE CONTRACT

a. This policy together with all endorsements, if any, issued by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy will be construed as a whole. This policy and any endorsement to this policy may be evidenced by electronic means authorized by law.

b. Any amendment of this policy must be by a written endorsement issued by the Company. To the extent any term or provision of an endorsement is inconsistent with any term or provision of this policy, the term or provision of the endorsement controls. Unless the endorsement expressly states, it does not:

   i. modify any prior endorsement,
   ii. extend the Date of Policy,
   iii. insure against loss or damage exceeding the Amount of Insurance, or
   iv. increase the Amount of Insurance.

15. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, this policy will be deemed not to include that provision or the part held to be invalid, but all other provisions will remain in full force and effect.

16. CHOICE OF LAW AND CHOICE OF FORUM

a. *Choice of Law*

The Company has underwritten the risks covered by this policy and determined the premium charged in reliance upon the State law affecting interests in real property and the State law applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the State where the Land is located.

The State law of the State where the Land is located, or to the extent it controls, federal law, will determine the validity of claims against the Title and the interpretation and enforcement of the terms of this policy, without regard to conflicts of law principles to determine the applicable law.

b. *Choice of Forum*

Any litigation or other proceeding brought by the Insured against the Company must be filed only in a State or federal court having jurisdiction.

17. NOTICES

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Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at: **First American Title Insurance Company, Attn: Claims National Intake Center, 5 First American Way, Santa Ana, California 92707. Phone: 888-632-1642 (claims.nic@firstam.com).**

18. ARBITRATION

a. All claims and disputes arising out of or relating to this policy, including any service or other matter in connection with issuing this policy, any breach of a policy provision, or any other claim or dispute arising out of or relating to the transaction giving rise to this policy, may be submitted to binding arbitration only when agreed to by both the Company and the Insured. Arbitration must be conducted pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("ALTA Rules"). The ALTA Rules are available online at www.alta.org/arbitration. The ALTA Rules incorporate, as appropriate to a particular dispute, the Consumer Arbitration Rules and Commercial Arbitration Rules of the American Arbitration Association ("AAA Rules"). The AAA Rules are available online at www.adr.org.

b. *If there is a final judicial determination that a request for particular relief cannot be arbitrated in accordance with this Condition 18, then only that request for particular relief may be brought in court. All other requests for relief remain subject to this Condition 18.*

c. Fees will be allocated in accordance with the applicable AAA Rules. The results of arbitration will be binding upon the parties. The arbitrator may consider, but is not bound by, rulings in prior arbitrations involving different parties. The arbitrator is bound by rulings in prior arbitrations involving the same parties to the extent required by law. The arbitrator must issue a written decision sufficient to explain the findings and conclusions on which the award is based. Judgment upon the award rendered by the arbitrator may be entered in any State or federal court having jurisdiction.

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ALTA OWNER'S POLICY OF TITLE INSURANCE
issued by
FIRST AMERICAN TITLE INSURANCE COMPANY

This policy, when issued by the Company with a Policy Number and the Date of Policy, is valid even if this policy or any endorsement to this policy is issued electronically or lacks any signature.

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at the address shown in Condition 17.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, FIRST AMERICAN TITLE INSURANCE COMPANY, a Nebraska corporation (the "Company"), insures as of the Date of Policy and, to the extent stated in Covered Risks 9 and 10, after the Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. The Title being vested other than as stated in Schedule A.

2. Any defect in or lien or encumbrance on the Title. Covered Risk 2 includes, but is not limited to, insurance against loss from:
   a. a defect in the Title caused by:
      i. forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
      ii. the failure of a person or Entity to have authorized a transfer or conveyance;
      iii. a document affecting the Title not properly authorized, created, executed, witnessed, sealed, acknowledged, notarized (including by remote online notarization), or delivered;
      iv. a failure to perform those acts necessary to create a document by electronic means authorized by law;
      v. a document executed under a falsified, expired, or otherwise invalid power of attorney;
      vi. a document not properly filed, recorded, or indexed in the Public Records, including the failure to have performed those acts by electronic means authorized by law;
      vii. a defective judicial or administrative proceeding; or
      viii. the repudiation of an electronic signature by a person that executed a document because the electronic signature on the document was not valid under applicable electronic transactions law.
   b. the lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
   c. the effect on the Title of an encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment (including an encroachment of an improvement across the boundary lines of the Land), but only if the encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment would have been disclosed by an accurate and complete land title survey of the Land.

3. Unmarketable Title.

4. No right of access to and from the Land.

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5. A violation or enforcement of a law, ordinance, permit, or governmental regulation (including those relating to building and zoning), but only to the extent of the violation or enforcement described by the enforcing governmental authority in an Enforcement Notice that identifies a restriction, regulation, or prohibition relating to:
   a. the occupancy, use, or enjoyment of the Land;
   b. the character, dimensions, or location of an improvement on the Land;
   c. the subdivision of the Land; or
   d. environmental remediation or protection on the Land.

6. An enforcement of a governmental forfeiture, police, regulatory, or national security power, but only to the extent of the enforcement described by the enforcing governmental authority in an Enforcement Notice.

7. An exercise of the power of eminent domain, but only to the extent:
   a. of the exercise described in an Enforcement Notice; or
   b. the taking occurred and is binding on a purchaser for value without Knowledge.

8. An enforcement of a PACA-PSA Trust, but only to the extent of the enforcement described in an Enforcement Notice.

9. The Title being vested other than as stated in Schedule A, the Title being defective, or the effect of a court order providing an alternative remedy:
   a. resulting from the avoidance, in whole or in part, of any transfer of all or any part of the Title to the Land or any interest in the Land occurring prior to the transaction vesting the Title because that prior transfer constituted a:
      i. fraudulent conveyance, fraudulent transfer, or preferential transfer under federal bankruptcy, state insolvency, or similar state or federal creditors' rights law; or
      ii. voidable transfer under the Uniform Voidable Transactions Act; or
   b. because the instrument vesting the Title constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar state or federal creditors' rights law by reason of the failure:
      i. to timely record the instrument vesting the Title in the Public Records after execution and delivery of the instrument to the Insured; or
      ii. of the recording of the instrument vesting the Title in the Public Records to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.

10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to the Date of Policy and prior to the recording of the deed or other instrument vesting the Title in the Public Records.

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DEFENSE OF COVERED CLAIMS

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this policy, but only to the extent provided in the Conditions.

First American Title Insurance Company

Kenneth D. DeGiorgio, President

Lisa W. Cornehl, Secretary

For Reference:

File #: 23-0036CJM
Policy #: 50184912-0015655e

Issued By:

Anchors Smith Grimsley, Professional Limited Company
909 Mar Walt Drive, Suite 1014
Fort Walton Beach, FL 32547

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EXCLUSIONS FROM COVERAGE

The following matters are excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
   i. the occupancy, use, or enjoyment of the Land;
   ii. the character, dimensions, or location of any improvement on the Land;
   iii. the subdivision of land; or
   iv. environmental remediation or protection.
   b. any governmental forfeiture, police, regulatory, or national security power.
   c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.
   Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.

2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.

3. Any defect, lien, encumbrance, adverse claim, or other matter:
   a. created, suffered, assumed, or agreed to by the Insured Claimant;
   b. not Known to the Company, not recorded in the Public Records at the Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   c. resulting in no loss or damage to the Insured Claimant;
   d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or
   e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.

4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:
   a. fraudulent conveyance or fraudulent transfer;
   b. voidable transfer under the Uniform Voidable Transactions Act; or
   c. preferential transfer:
      i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
      ii. for any other reason not stated in Covered Risk 9.b.

5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.

6. Any lien on the Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.

7. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

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CONDITIONS

1. DEFINITION OF TERMS

In this policy, the following terms have the meanings given to them below. Any defined term includes both the singular and the plural, as the context requires:

a. "Affiliate": An Entity:
   i. that is wholly owned by the Insured;
   ii. that wholly owns the Insured; or
   iii. if that Entity and the Insured are both wholly owned by the same person or entity.

b. "Amount of Insurance": The Amount of Insurance stated in Schedule A, as may be increased by Condition 8.d. or decreased by Condition 10 or 11; or increased or decreased by endorsements to this policy.

c. "Date of Policy": The Date of Policy stated in Schedule A.

d. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.

e. "Enforcement Notice": A document recorded in the Public Records that describes any part of the Land and:
   i. is issued by a governmental agency that identifies a violation or enforcement of a law, ordinance, permit, or governmental regulation;
   ii. is issued by a holder of the power of eminent domain or a governmental agency that identifies the exercise of a governmental power; or
   iii. asserts a right to enforce a PACA-PSA Trust.

f. "Entity": A corporation, partnership, trust, limited liability company, or other entity authorized by law to own title to real property in the State where the Land is located.

g. "Insured":
   i. (a). The Insured named in Item 1 of Schedule A;
      (b). the successor to the Title of an Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
      (c). the successor to the Title of an Insured resulting from dissolution, merger, consolidation, distribution, or reorganization;
      (d). the successor to the Title of an Insured resulting from its conversion to another kind of Entity; or
      (e). the grantee of an Insured under a deed or other instrument transferring the Title, if the grantee is:
         (1). an Affiliate;
         (2). a trustee or beneficiary of a trust created by a written instrument established for estate planning purposes by an Insured;
         (3). a spouse who receives the Title because of a dissolution of marriage;
         (4). a transferee by a transfer effective on the death of an Insured as authorized by law; or
         (5). another Insured named in Item 1 of Schedule A.
   ii. The Company reserves all rights and defenses as to any successor or grantee that the Company would have had against any predecessor Insured.

h. "Insured Claimant": An Insured claiming loss or damage arising under this policy.

i. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.

j. "Land": The land described in Item 4 of Schedule A and improvements located on that land at the Date of Policy that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is insured by this policy.

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k. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
l. "PACA-PSA Trust": A trust under the federal Perishable Agricultural Commodities Act or the federal Packers and Stockyards Act or a similar State or federal law.
m. "Public Records": The recording or filing system established under State statutes in effect at the Date of Policy under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
n. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
o. "Title": The estate or interest in the Land identified in Item 2 of Schedule A.
p. "Unmarketable Title": The Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or a lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF COVERAGE

This policy continues as of the Date of Policy in favor of an Insured, so long as the Insured:
a. retains an estate or interest in the Land;
b. owns an obligation secured by a purchase money Mortgage given by a purchaser from the Insured; or
c. has liability for warranties given by the Insured in any transfer or conveyance of the Insured's Title.

Except as provided in Condition 2, this policy terminates and ceases to have any further force or effect after the Insured conveys the Title. This policy does not continue in force or effect in favor of any person or entity that is not the Insured and acquires the Title or an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured must notify the Company promptly in writing if the Insured has Knowledge of:
a. any litigation or other matter for which the Company may be liable under this policy; or
b. any rejection of the Title as Unmarketable Title.

If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under this policy is reduced to the extent of the prejudice.

4. PROOF OF LOSS

The Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, adverse claim, or other matter insured against by this policy that constitutes the basis of loss or damage and must state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

a. Upon written request by the Insured and subject to the options contained in Condition 7, the Company, at its own cost and without unreasonable delay, will provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company has the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those covered causes of action. The Company is not liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of any cause of action that alleges matters not insured against by this policy.
b. The Company has the right, in addition to the options contained in Condition 7, at its own cost, to institute and prosecute any action or proceeding or to do any other act that, in its opinion, may be

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necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it is liable to the Insured. The Company's exercise of these rights is not an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under Condition 5.b., it must do so diligently.

c. When the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court having jurisdiction. The Company reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

a. When this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured will secure to the Company the right to prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose.

When requested by the Company, the Insured, at the Company's expense, must give the Company all reasonable aid in:

i. securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement; and

ii. any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter, as insured.

If the Company is prejudiced by any failure of the Insured to furnish the required cooperation, the Company's liability and obligations to the Insured under this policy terminate, including any obligation to defend, prosecute, or continue any litigation, regarding the matter requiring such cooperation.

b. The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos, whether bearing a date before or after the Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant must grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all the records in the custody or control of a third party that reasonably pertain to the loss or damage. No information designated in writing as confidential by the Insured Claimant provided to the Company pursuant to Condition 6 will be later disclosed to others unless, in the reasonable judgment of the Company, disclosure is necessary in the administration of the claim or required by law. Any failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in Condition 6.b., unless prohibited by law, terminates any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company has the following additional options:

a. *To Pay or Tender Payment of the Amount of Insurance*

To pay or tender payment of the Amount of Insurance under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay. Upon the exercise by the Company of this option provided for in Condition 7.a., the Company's liability and obligations to the Insured under this policy terminate, including any obligation to defend, prosecute, or continue any litigation.

b. *To Pay or Otherwise Settle with Parties other than the Insured or with the Insured Claimant*

i. To pay or otherwise settle with parties other than the Insured for or in the name of the Insured Claimant. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

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ii. To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either option provided for in Condition 7.b., the Company's liability and obligations to the Insured under this policy for the claimed loss or damage terminate, including any obligation to defend, prosecute, or continue any litigation.

8. CONTRACT OF INDEMNITY; DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by an Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy. This policy is not an abstract of the Title, report of the condition of the Title, legal opinion, opinion of the Title, or other representation of the status of the Title. All claims asserted under this policy are based in contract and are restricted to the terms and provisions of this policy. The Company is not liable for any claim alleging negligence or negligent misrepresentation arising from or in connection with this policy or the determination of the insurability of the Title.

a. The extent of liability of the Company for loss or damage under this policy does not exceed the lesser of:
   i. the Amount of Insurance; or
   ii. the difference between the fair market value of the Title, as insured, and the fair market value of the Title subject to the matter insured against by this policy.
b. Except as provided in Condition 8.c. or 8.d., the fair market value of the Title in Condition 8.a.ii. is calculated using the date the Insured discovers the defect, lien, encumbrance, adverse claim, or other matter insured against by this policy.
c. If, at the Date of Policy, the Title to all of the Land is void by reason of a matter insured against by this policy, then the Insured Claimant may, by written notice given to the Company, elect to use the Date of Policy as the date for calculating the fair market value of the Title in Condition 8.a.ii.
d. If the Company pursues its rights under Condition 5.b. and is unsuccessful in establishing the Title, as insured:
   i. the Amount of Insurance will be increased by 15%; and
   ii. the Insured Claimant may, by written notice given to the Company, elect, as an alternative to the dates set forth in Condition 8.b. or, if it applies, 8.c., to use either the date the settlement, action, proceeding, or other act described in Condition 5.b. is concluded or the date the notice of claim required by Condition 3 is received by the Company as the date for calculating the fair market value of the Title in Condition 8.a.ii.
e. In addition to the extent of liability for loss or damage under Conditions 8.a. and 8.d., the Company will also pay the costs, attorneys' fees, and expenses incurred in accordance with Conditions 5 and 7.

9. LIMITATION OF LIABILITY

a. The Company fully performs its obligations and is not liable for any loss or damage caused to the Insured if the Company accomplishes any of the following in a reasonable manner:
   i. removes the alleged defect, lien, encumbrance, adverse claim, or other matter;
   ii. cures the lack of a right of access to and from the Land; or
   iii. cures the claim of Unmarketable Title,

   all as insured. The Company may do so by any method, including litigation and the completion of any appeals.
b. The Company is not liable for loss or damage arising out of any litigation, including litigation by the Company or with the Company's consent, until a State or federal court having jurisdiction makes a final, non-appealable determination adverse to the Title.
c. The Company is not liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.
d. The Company is not liable for the content of the Transaction Identification Data, if any.

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10. REDUCTION OR TERMINATION OF INSURANCE
All payments under this policy, except payments made for costs, attorneys' fees, and expenses, reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE
The Amount of Insurance will be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after the Date of Policy and which is a charge or lien on the Title, and the amount so paid will be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS
When liability and the extent of loss or damage are determined in accordance with the Conditions, the Company will pay the loss or damage within 30 days.

13. COMPANY'S RECOVERY AND SUBROGATION RIGHTS UPON SETTLEMENT AND PAYMENT

a. If the Company settles and pays a claim under this policy, it is subrogated and entitled to the rights and remedies of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person, entity, or property to the fullest extent permitted by law, but limited to the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant must execute documents to transfer these rights and remedies to the Company. The Insured Claimant permits the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

b. If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company defers the exercise of its subrogation right until after the Insured Claimant fully recovers its loss.

c. The Company's subrogation right includes the Insured's rights to indemnity, guaranty, warranty, insurance policy, or bond, despite any provision in those instruments that addresses recovery or subrogation rights.

14. POLICY ENTIRE CONTRACT

a. This policy together with all endorsements, if any, issued by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy will be construed as a whole. This policy and any endorsement to this policy may be evidenced by electronic means authorized by law.

b. Any amendment of this policy must be by a written endorsement issued by the Company. To the extent any term or provision of an endorsement is inconsistent with any term or provision of this policy, the term or provision of the endorsement controls. Unless the endorsement expressly states, it does not:
   i. modify any prior endorsement,
   ii. extend the Date of Policy,
   iii. insure against loss or damage exceeding the Amount of Insurance, or
   iv. increase the Amount of Insurance.

15. SEVERABILITY
In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, this policy will be deemed not to include that provision or the part held to be invalid, but all other provisions will remain in full force and effect.

16. CHOICE OF LAW AND CHOICE OF FORUM

a. *Choice of Law*
The Company has underwritten the risks covered by this policy and determined the premium charged in reliance upon the State law affecting interests in real property and the State law applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the State where the Land is located.

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The State law of the State where the Land is located, or to the extent it controls, federal law, will determine the validity of claims against the Title and the interpretation and enforcement of the terms of this policy, without regard to conflicts of law principles to determine the applicable law.

b. *Choice of Forum*
Any litigation or other proceeding brought by the Insured against the Company must be filed only in a State or federal court having jurisdiction.

17. NOTICES
Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at: **First American Title Insurance Company, Attn: Claims National Intake Center, 5 First American Way, Santa Ana, California 92707. Phone: 888-632-1642 (claims.nic@firstam.com).**

18. ARBITRATION

a. All claims and disputes arising out of or relating to this policy, including any service or other matter in connection with issuing this policy, any breach of a policy provision, or any other claim or dispute arising out of or relating to the transaction giving rise to this policy, may be submitted to binding arbitration only when agreed to by both the Company and the Insured. Arbitration must be conducted pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("ALTA Rules"). The ALTA Rules are available online at www.alta.org/arbitration. The ALTA Rules incorporate, as appropriate to a particular dispute, the Consumer Arbitration Rules and Commercial Arbitration Rules of the American Arbitration Association ("AAA Rules"). The AAA Rules are available online at www.adr.org.

b. *If there is a final judicial determination that a request for particular relief cannot be arbitrated in accordance with this Condition 18, then only that request for particular relief may be brought in court. All other requests for relief remain subject to this Condition 18.*

c. Fees will be allocated in accordance with the applicable AAA Rules. The results of arbitration will be binding upon the parties. The arbitrator may consider, but is not bound by, rulings in prior arbitrations involving different parties. The arbitrator is bound by rulings in prior arbitrations involving the same parties to the extent required by law. The arbitrator must issue a written decision sufficient to explain the findings and conclusions on which the award is based. Judgment upon the award rendered by the arbitrator may be entered in any State or federal court having jurisdiction.

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Recording Fee: $ 18.50
Documentary Stamps: $ 1365.00

E-RECORDED Instr. # 3620012
Okaloosa County, FL
O.R. Book 3672 Page 1952
Date 4/26/2023 Time 2:34 PM

THIS INSTRUMENT PREPARED BY:
C. JEFFREY MCINNIS, Attorney at Law
ANCHORS SMITH GRIMSLEY, PLC
909 Mar Walt Drive, Suite 1014
Fort Walton Beach, Florida 32547
(850) 863-4064
File No. 23-0036CJM

STATE OF FLORIDA)
COUNTY OF OKALOOSA)

WARRANTY DEED

THIS WARRANTY DEED is made effective the 26th day of April, 2023, by **FRANCES EVANS POSTON, A SINGLE WOMAN,** whose post office address for purposes hereof is 15 Rue D'Etretat, Destin, FL 32541, (hereinafter called "Grantor"), to **The City of Destin, Florida, a Florida municipal corporation,** whose post office address for purposes hereof is 4200 Indian Bayou Trail, Destin, FL 32541, (hereinafter called "Grantee):

WITNESSETH: That Grantor, for and in consideration of the sum of Ten and No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, and Grantees successors and assigns forever, all that certain land located in **Okaloosa County, State of Florida,** more particularly described as follows:

Lot 32, less and except the Westerly 6.00 feet thereof, SANDALWOOD MANOR TOWNHOMES FIRST ADDITION, according to the map or plat thereof as recorded in Plat Book 6, Page 93, of the Public Records of Okaloosa County, Florida.
a/k/a Parcel 32-A

PARCEL ID NO. 00-2S-22-2167-0000-0320

The land described herein is not the homestead of the Grantor, and neither the Grantor, nor anyone for whose support the Grantor is responsible, resides on or adjacent to said land.

SUBJECT to covenants, restrictions, easements, reservations and other matters of record, if any now exist, which are not hereby reimposed.

TOGETHER WITH all and singular rights, privileges, hereditaments, and appurtenances to the Real Estate belonging or in any wise incident to appertaining thereto (collectively, the "Property").

TO HAVE AND TO HOLD, the same unto the said Grantee in fee simple forever.

AND Grantor hereby covenants with Grantee that Grantor is lawfully seized of said land in fee simple; that Grantor has good right and lawful authority to sell and convey said land; that Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever and that said land is free of all encumbrances, except as otherwise stated herein and except taxes accruing subsequent to December 31, 2022.

IN WITNESS WHEREOF, Grantor has signed and sealed these presents effective for all purposes as of the day and year first above written.

Signed, sealed and delivered in our presence:

Witness #1: _____
(Witness Sign Above Line)
Printed Name: Jill Bryant

_____
Frances Evans Poston

Witness #2: _____
(Witness Sign above Line)
Printed Name: Wendi Townsend

STATE OF FLORIDA)
COUNTY OF OKALOOSA)

The foregoing instrument was acknowledged before me by means of (X) physical presence or ( ) online notarization this 26th day of April, 2023, by Frances Evans Poston,

_____ who is personally known to me OR

__X__ who has produced a Drivers License as proper identification and who did not take an oath.

_____

(NOTARY SEAL)

Notary Public State of Florida
Jill M Bryant
My Commission HH 332716
Expires 11/16/2026

NOTARY PUBLIC
My Commission Expires: _____

Notary Public State of Florida
Jill M Bryant
My Commission HH 332716
Expires 11/16/2026

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that, **FRANCES EVANS POSTON,** party of the first part, for and in consideration of the sum of Ten Dollars, lawful money of the United States, to such party paid by **THE CITY OF DESTIN, Florida, a Florida municipal corporation**, party of the second part, the receipt and sufficiency whereof are hereby acknowledged, has granted, bargained, sold, transferred and delivered, and by these presents does grant, bargain, sell, transfer and deliver unto the said party of the second part, such party's personal representatives, heirs, successors and assigns, the following goods and chattels:

All built in furnishings, built in appliances, ceiling fans, light fixtures, attached wall-to-wall carpeting and flooring, on the real property more particularly described in Exhibit A, which items are being conveyed "AS IS" and in accordance with the terms and conditions of the Offer and Purchase Agreement by and between the parties hereto.

TO HAVE AND TO HOLD the same unto the said party of the second part, such party's personal representatives, heirs, successors and assigns forever.

And first party does for such party, and such party's personal representatives, heirs and assigns, covenant to and with the said party of the second part, such party's personal representatives, heirs, successors and assigns, that said party of the first part is the lawful owner of the said goods and chattels; that they are free from all encumbrances; that first party has good right to sell the same as aforesaid, and that first party will warrant and defend the sale of the said goods and chattels hereby made unto the said party of the second part, such party's personal representatives, heirs, successors and assigns, against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, said party of the first part has hereunto set such party's hand(s) and seal(s) effective as of the 26th day of April, 2023.

Signed, sealed and delivered in the presence of:

Jill Bryant
Witness 1 (Signature Above Line)

Print Name: Jill Bryant

Wendi Townsend
Witness 2 (Signature Above Line)

Print Name: Wendi Townsend

Frances Evans Poston
Frances Evans Poston

STATE OF FLORIDA
COUNTY OF OKALOOSA

The foregoing instrument was acknowledged before me by means of (X) physical presence or ( ) online notarization, this 26th day of April, 2023, by Frances Evans Poston.

_____ who is personally known to me OR
__X__ who has produced a Drivers License as proper identification and who did not take an oath.

Notary Public State of Florida
Jill M Bryant
My Commission HH 332716
Expires 11/16/2026

NOTARY PUBLIC
My Commission Expires: _____

This Instrument prepared by:
C. Jeffrey McInnis, Attorney at Law
Anchors Smith Grimsley, P.L.C.
909 Mar Walt Drive, Suite 1014
Fort Walton Beach, FL 32547
jmcinnis@asglegal.com
File No. 23-0036cjm

EXHIBIT A

Parcel (ID# 00-2S-22-2167-0000-0320)

Lot 32, less and except the Westerly 6.00 feet thereof, SANDALWOOD MANOR TOWNHOMES FIRST ADDITION, according to the map or plat thereof as recorded in Plat Book 6, Page 93, of the Public Records of Okaloosa County, Florida.
a/k/a Parcel 32-A

ANCHORS ◆ SMITH ◆ GRIMSLEY
A PROFESSIONAL LIMITED COMPANY
ATTORNEYS AND COUNSELORS AT LAW
909 MAR WALT DRIVE, SUITE 1014
FORT WALTON BEACH, FL 32547-6711
(850) 863-4064 (850) 862-1138 FAX (850) 664-5728 FAX
WWW.ASGLEGAL.COM

C. LEDON ANCHORS
STEVEN B. BAUMAN
C. JEFFREY MCINNIS
RICHARD P. PETERMANN*+
TIMOTHY W. SHAW

* ALSO ADMITTED IN ALABAMA
+ ALSO ADMITTED IN WYOMING

MICHAEL A. FLOWERS*
SHIRAZ A. HOSEIN
N. GRESHAM FOSTER, LL.M.
KYLE S. BAUMAN

* FORMER CIRCUIT JUDGE

September 14, 2022

Via USPS

The City of Destin, Florida
4200 Indian Bayou Trail
Destin, FL 32541

RE: Description: Purchase of 605 Sandalwood Dr., Destin, FL 32541
Our File #: 22-0071CJM

Dear Sir/Madam,

Enclosed please find the following documents concerning the above-referenced transaction:

1. Original Recorded Warranty Deed
2. Owner's Title Insurance Policy

Please put these documents away for safe keeping. It was a pleasure assisting you with this transaction. Should you have any questions, or if we can provide you with any assistance in the future please call us.

Sincerely,

ANCHORS SMITH GRIMSLEY, PLC

Debi Harless
Real Estate Closing Administrator for
C. Jeffrey McInnis, Esq.
Direct line: 850-362-7217
Email: dharless@asglegal.com

Enclosures

First American Title™	Owner's Policy of Title Insurance (with Florida modifications)
	ISSUED BY **First American Title Insurance Company**
Owner's Policy	POLICY NUMBER **5011412-1051520e**

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, **FIRST AMERICAN TITLE INSURANCE COMPANY**, a Nebraska corporation (the "Company") insures, as of Date of Policy against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
   (a) A defect in the Title caused by
      (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
      (ii) failure of any person or Entity to have authorized a transfer or conveyance;
      (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
      (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
      (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
      (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
      (vii) a defective judicial or administrative proceeding.
   (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
   (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.

(Covered Risks Continued on Page 2)

In Witness Whereof, First American Title Insurance Company has caused its corporate name to be hereunto affixed by its authorized officers as of Date of Policy shown in Schedule A.

First American Title Insurance Company

Kenneth D. DeGiorgio, President

Greg L. Smith, Secretary

For Reference:

File #: 22-0071
Policy #: 5011412-1051520e

Issued By:

Anchors Smith Grimsley, Professional Limited Company
909 Mar Walt Drive, Suite 1014
Fort Walton Beach, FL 32547

(This Policy is valid only when Schedules A and B are attached)

This jacket was created electronically and constitutes an original document

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5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
   (a) the occupancy, use, or enjoyment of the Land;
   (b) the character, dimensions, or location of any improvement erected on the Land;
   (c) the subdivision of land; or
   (d) environmental protection
   if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective
   (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
   (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
      (i) to be timely, or
      (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
      (i) the occupancy, use, or enjoyment of the Land;
      (ii) the character, dimensions, or location of any improvement erected on the Land;
      (iii) the subdivision of land; or
      (iv) environmental protection;
      or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
   (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
   (a) created, suffered, assumed, or agreed to by the Insured Claimant;
   (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   (c) resulting in no loss or damage to the Insured Claimant;
   (d) attaching or created subsequent to Date of Policy; or
   (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
   (a) a fraudulent conveyance or fraudulent transfer; or
   (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

(a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.

(b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.

(c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.

(d) "Insured": The Insured named in Schedule A.

(i) The term "Insured" also includes

(A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;

(B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;

(C) successors to an Insured by its conversion to another kind of Entity;

(D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title

(1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,

(2) if the grantee wholly owns the named Insured,

(3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or

(4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.

(ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.

(e) "Insured Claimant": An Insured claiming loss or damage.

(f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.

(g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.

(h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.

(i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.

(j) "Title": The estate or interest described in Schedule A.

(k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

(a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.

(b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

(c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

(a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

(b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

(b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

(i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

(ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

(a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of

(i) the Amount of Insurance; or

(ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.

(b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,

(i) the Amount of Insurance shall be increased by 10%, and

(ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.

(c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

(a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.

(c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

(a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

(b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Unless prohibited by applicable law, arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association may be demanded if agreed to by both the Company and the Insured at the time of a controversy or claim. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, and service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made, or, at the option of the Insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the Land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

(a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim whether or not based on negligence shall be restricted to this policy.

(c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.

(d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

(a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

(b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at **First American Title Insurance Company, Attn: Claims National Intake Center, 1 First American Way, Santa Ana, California 92707. Phone: 888-632-1642**

First American	Owner's Policy of Title Insurance
Schedule A	ISSUED BY **First American Title Insurance Company** POLICY NUMBER **5011412-1051520e**

Name and Address of Title Insurance Company:
FIRST AMERICAN TITLE INSURANCE COMPANY, 1 First American Way, Santa Ana, California 92707

Customer Reference Number: 22-0071
First American File Number: 1054-6104657

Address Reference: 605 SANDALWOOD DR., DESTIN, FL 32541

Amount of Insurance: $345,000.00 Premium: $1,800.00

Date of Policy: August 10, 2022 at 09:45 a.m

1. Name of Insured:

   The City of Destin, Florida

2. The estate or interest in the Land that is insured by this policy is:

   Fee Simple

3. Title is vested in:

   The City of Destin, Florida, a Florida municipal corporation

4. The Land referred to in this policy is described as follows:

See Exhibit "A" attached hereto and made a part hereof

Anchors Smith Grimsley, Professional, Limited Company

By: _____
Authorized Countersignature
(This Schedule A valid only when Schedule B is attached)

First American	ISSUED BY **First American Title Insurance Company** POLICY NUMBER **5011412-1051520e**
Exhibit A	

Agent File Number: 22-0071
FAST File Number: 1054-6104657

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

The East 16.21 feet of the North 100.00 feet and the East 18.00 feet of the South 20.00 feet of Lot 28, SANDALWOOD MANOR TOWNHOMES FIRST ADDITION, a 60 unit addition to Sandalwood Manor Townhomes, a planned townhome development in Destin, according to the plat thereof as recorded in Plat Book 6, Page 93, of the Public Records of Okaloosa County. Florida.

First American	Owner's Policy of Title Insurance
Schedule B	ISSUED BY **First American Title Insurance Company** POLICY NUMBER **5011412-1051520e**

Customer Reference Number: 22-0071
First American File Number: 1054-6104657

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

1. Any rights, interests, or claims of parties in possession of the land not shown by the public records.

2. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the land.

3. Any lien, for services, labor, or materials in connection with improvements, repairs or renovations provided before, on, or after Date of Policy, not shown by the public records.

4. Any dispute as to the boundaries caused by a change in the location of any water body within or adjacent to the land prior to Date of Policy, and any adverse claim to all or part of the land that is, at Date of Policy, or was previously under water.

5. Taxes or special assessments not shown as liens in the public records or in the records of the local tax collecting authority, at Date of Policy.

6. Any minerals or mineral rights leased, granted or retained by current or prior owners.

7. Taxes and assessments for the year 2022 and subsequent years, which are not yet due and payable.

8. Easement granted to Gulf Power Company by instrument recorded in Book 1159, Page 1962.

9. Interlocal Agreement as set forth in instrument recorded in Book 2912, Page 4350.

10. Oil, Gas and Minerals recorded in Deed Book 952, Page 44.(Without Rights of Entry released pursuant to S270.11 F.S.

Note: All of the recording information contained herein refers to the Public Records of Okaloosa County, Florida, unless otherwise indicated. Any reference herein to a Book and Page or Instrument Number is a reference to the Official Record Books of said county, unless indicated to the contrary.

NOTE: Exception(s) numbered 1, 3 and 5 above is/are hereby deleted.

Agent File Number: 22-0071
Issuing Office File Number: 1054-6104657

Note: All of the recording information contained herein refers to the Public Records of Okaloosa County, Florida , unless otherwise indicated. Any reference herein to a Book and Page is a reference to the Official Record Books of said county, unless indicated to the contrary.

Notices - Where Sent

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Company, Attention: Claims Department, 1 First American Way, Santa Ana, CA 92707.

Service, Quality and Availability

First American Title Insurance Company cares about its customers and their ability to obtain information and service on a convenient, timely and accurate basis. A qualified staff of service representatives is dedicated to serving you. A toll-free number is available for your convenience in obtaining information about coverage and to provide assistance in resolving complaints at 1-800-929-7186. Office hours are from 8:30 a.m. through 5:30 p.m. Monday through Friday.

FILE #3570582 RCD: 8/10/2022 9:45 AM, BK: 3637 PG: 428, RECORDING: $10.50 RECORDING ARTICLE V: $8.00
DEPUTY CLERK ASECRIST
JD PEACOCK II CLERK OF COURTS, OKALOOSA COUNTY, FLORIDA

OKALOOSA COUNTY, FLORIDA
Recording Fee: $ 18.50
Documentary Stamps: $ EXEMPT

THIS INSTRUMENT PREPARED BY:
C. JEFFREY MCINNIS, Attorney at Law
ANCHORS SMITH GRIMSLEY, PLC
909 Mar Walt Drive, Suite 1014
Fort Walton Beach, Florida 32547
(850) 863-4064
File No. 22-0071CJM

STATE OF FLORIDA)
COUNTY OF OKALOOSA)

THIS INSTRUMENT IS EXEMPT FROM DOCUMENTARY STAMP TAXES PURSUANT TO CHAPTER 201.02(6), FLORIDA STATUTES.

WARRANTY DEED

THIS WARRANTY DEED is made effective the 8th day of August, 2022, by **GEORGE E. O'BRIAN and DARLA R. O'BRIAN, husband and wife,** whose post office address for purposes hereof is 271 Hickory St., Freeport, FL 32439, (hereinafter collectively called "Grantors", whether one or more), to **The City of Destin, Florida, a Florida municipal corporation,** whose post office address for purposes hereof is 4200 Indian Bayou Trail, Destin, FL 32541, (hereinafter called "Grantee):

WITNESSETH: That Grantor, for and in consideration of the sum of Ten and No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, and Grantees successors and assigns forever, all that certain land located in **Okaloosa County, State of Florida,** more particularly described as follows:

The East 16.21 feet of the North 100.00 feet and the East 18.00 feet of the South 20.00 feet of Lot 28, SANDALWOOD MANOR TOWNHOMES FIRST ADDITION, a 60 unit addition to Sandalwood Manor Townhomes, a planned townhome development in Destin, according to the plat thereof as recorded in Plat Book 6, Page 93, of the Public Records of Okaloosa County. Florida.

PARCEL ID NO. 00-2s-22-2167-0000-029A

SUBJECT to covenants, restrictions, easements, reservations and other matters of record, if any now exist, which are not hereby reimposed.

AND Grantor hereby covenants with Grantee that Grantor is lawfully seized of said land in fee simple; that Grantor has good right and lawful authority to sell and convey said land; that Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever and that said land is free of all encumbrances, except as otherwise stated herein and except taxes accruing subsequent to December 31, 2021.

IN WITNESS WHEREOF, Grantor has signed and sealed these presents effective for all purposes as of the day and year first above written.

Signed, sealed and delivered in our presence:

Witness #1: _____
(Witness Sign Above Line)
Printed Name: Deb Harless

George E. O'Brian

Witness #2: _____
(Witness Sign above Line)
Printed Name: LISA D'APOLITO

Darla R. O'Brian
Darla R. O'Brian

STATE OF FLORIDA)
COUNTY OF OKALOOSA)

The foregoing instrument was acknowledged before me by means of ( ) physical presence or ( ) online notarization this 8th day of August, 2022, by George E. O'Brian and wife, Darla R. O'Brian,

_____ who are personally known to me OR

✓ who have produced a Drivers License as proper identification and who did not take an oath.

Deborah M. Harless
NOTARY PUBLIC
My Commission Expires: _____

(NOTARY SEAL)

DEBORAH M. HARLESS
Notary Public
State of Florida
Comm# HH281965
Expires 7/4/2026

ANCHORS ◆ SMITH ◆ GRIMSLEY
A PROFESSIONAL LIMITED COMPANY
ATTORNEYS AND COUNSELORS AT LAW
909 MAR WALT DRIVE, SUITE 1014
FORT WALTON BEACH, FL 32547-6711
(850) 863-4064 (850) 862-1138 FAX (850) 664-5728 FAX
WWW.ASGLEGAL.COM

C. LEDON ANCHORS
STEVEN B. BAUMAN
C. JEFFREY MCINNIS
RICHARD P. PETERMANN*+
TIMOTHY W. SHAW

* ALSO ADMITTED IN ALABAMA
+ ALSO ADMITTED IN WYOMING

MICHAEL A. FLOWERS*
SHIRAZ A. HOSEIN
N. GRESHAM FOSTER, LL.M.
KYLE S. BAUMAN

* FORMER CIRCUIT JUDGE

September 14, 2022

Via USPS

The City of Destin
4200 Indian Bayou Trail
Destin, FL 32541

RE: Description: Purchase of 606 Sandalwood Dr., Destin, FL 32541
Our File #: 22-0072CJM

Dear Sir/Madam,

Enclosed please find the following documents concerning the above-referenced transaction:

1. Original Recorded Warranty Deed
2. Owner's Title Insurance Policy

Please put these documents away for safe keeping. It was a pleasure assisting you with this transaction. Should you have any questions, or if we can provide you with any assistance in the future please call us.

Sincerely,

ANCHORS SMITH GRIMSLEY, PLC

Debi Harless
Real Estate Closing Administrator for
C. Jeffrey McInnis, Esq.
Direct line: 850-362-7217
Email: dharless@asglegal.com

Enclosures

First American Title™	Owner's Policy of Title Insurance (with Florida modifications)
	ISSUED BY **First American Title Insurance Company**
Owner's Policy	POLICY NUMBER **5011412-1051618e**

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, **FIRST AMERICAN TITLE INSURANCE COMPANY**, a Nebraska corporation (the "Company") insures, as of Date of Policy against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
   (a) A defect in the Title caused by
      (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
      (ii) failure of any person or Entity to have authorized a transfer or conveyance;
      (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
      (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
      (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
      (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
      (vii) a defective judicial or administrative proceeding.
   (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
   (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.

(Covered Risks Continued on Page 2)

In Witness Whereof, First American Title Insurance Company has caused its corporate name to be hereunto affixed by its authorized officers as of Date of Policy shown in Schedule A.

First American Title Insurance Company

Kenneth D. DeGiorgio, President

Greg L. Smith, Secretary

For Reference:

File #: 22-0073CJM
Policy #: 5011412-1051618e

Issued By:

Anchors Smith Grimsley, Professional Limited Company
909 Mar Walt Drive, Suite 1014
Fort Walton Beach, FL 32547

(This Policy is valid only when Schedules A and B are attached)

This jacket was created electronically and constitutes an original document

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5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
   (a) the occupancy, use, or enjoyment of the Land;
   (b) the character, dimensions, or location of any improvement erected on the Land;
   (c) the subdivision of land; or
   (d) environmental protection
   if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective
   (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
   (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
      (i) to be timely, or
      (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
      (i) the occupancy, use, or enjoyment of the Land;
      (ii) the character, dimensions, or location of any improvement erected on the Land;
      (iii) the subdivision of land; or
      (iv) environmental protection;
      or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
   (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
   (a) created, suffered, assumed, or agreed to by the Insured Claimant;
   (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   (c) resulting in no loss or damage to the Insured Claimant;
   (d) attaching or created subsequent to Date of Policy; or
   (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
   (a) a fraudulent conveyance or fraudulent transfer; or
   (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

(a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.

(b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.

(c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.

(d) "Insured": The Insured named in Schedule A.

(i) The term "Insured" also includes

(A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;

(B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;

(C) successors to an Insured by its conversion to another kind of Entity;

(D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title

(1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,

(2) if the grantee wholly owns the named Insured,

(3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or

(4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.

(ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.

(e) "Insured Claimant": An Insured claiming loss or damage.

(f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.

(g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.

(h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.

(i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.

(j) "Title": The estate or interest described in Schedule A.

(k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

(a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.

(b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

(c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

(a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

(b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance.
To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.
Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

(b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

(i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

(ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

(a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of
(i) the Amount of Insurance; or
(ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.

(b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,
(i) the Amount of Insurance shall be increased by 10%, and
(ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.

(c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

(a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.

(c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

(a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

(b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Unless prohibited by applicable law, arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association may be demanded if agreed to by both the Company and the Insured at the time of a controversy or claim. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, and service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made, or, at the option of the Insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the Land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

(a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim whether or not based on negligence shall be restricted to this policy.

(c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.

(d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

(a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

(b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at **First American Title Insurance Company, Attn: Claims National Intake Center, 1 First American Way, Santa Ana, California 92707. Phone: 888-632-1642**

First American	Owner's Policy of Title Insurance
Schedule A	ISSUED BY **First American Title Insurance Company** POLICY NUMBER **5011412-1051624e**

Name and Address of Title Insurance Company:
FIRST AMERICAN TITLE INSURANCE COMPANY, 1 First American Way, Santa Ana, California 92707

Customer Reference Number: 22-0072CJM
First American File Number: 1054-6104694

Address Reference: 606 SANDALWOOD DR., DESTIN, FL 32541

Amount of Insurance: $265,000.00 Premium: $1,400.00

Date of Policy: August 10, 2022 at 8:45 a.m.

1. Name of Insured:

   The City of Destin

2. The estate or interest in the Land that is insured by this policy is:

   Fee Simple

3. Title is vested in:

   The City of Destin, a Florida municipal corporation

4. The Land referred to in this policy is described as follows:

See Exhibit "A" attached hereto and made a part hereof

Anchors Smith Grimsley, Professional, Limited Company

By: _____
Authorized Countersignature
(This Schedule A valid only when Schedule B is attached)

First American	ISSUED BY **First American Title Insurance Company** POLICY NUMBER **5011412-1051624e**
Exhibit A	

Agent File Number: 22-0072CJM
FAST File Number: 1054-6104694

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

Lot 33, less and except the Easterly 6.00 feet thereof, SANDALWOOD MANOR TOWNHOMES FIRST ADDITION, according to the Plat thereof as recorded in Plat Book 6, Page(s) 93, of the Public Records of Okaloosa County, Florida. a/k/a Parcel 33-A, SANDALWOOD MANOR TOWNHOMES FIRST ADDITION.

First American	Owner's Policy of Title Insurance
	ISSUED BY
Schedule B	**First American Title Insurance Company**
	POLICY NUMBER
	5011412-1051624e

Customer Reference Number: 22-0072CJM
First American File Number: 1054-6104694

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

1. Any rights, interests, or claims of parties in possession of the land not shown by the public records.

2. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the land.

3. Any lien, for services, labor, or materials in connection with improvements, repairs or renovations provided before, on, or after Date of Policy, not shown by the public records.

4. Any dispute as to the boundaries caused by a change in the location of any water body within or adjacent to the land prior to Date of Policy, and any adverse claim to all or part of the land that is, at Date of Policy, or was previously under water.

5. Taxes or special assessments not shown as liens in the public records or in the records of the local tax collecting authority, at Date of Policy.

6. Any minerals or mineral rights leased, granted or retained by current or prior owners.

7. Taxes and assessments for the year 2022 and subsequent years, which are not yet due and payable.

8. Easement granted to Gulf Power Company by instrument recorded in Book 1159, Page 1962.

9. Oil, gas and mineral reservations contained in instrument recorded in Oil, Gas and Minerals recorded in Deed Book 952, Page 44 Without Rights of Entry released pursuant to S270.11 F.S..

Note: All of the recording information contained herein refers to the Public Records of OKALOOSA County, Florida, unless otherwise indicated. Any reference herein to a Book and Page or Instrument Number is a reference to the Official Record Books of said county, unless indicated to the contrary.

NOTE: Exception(s) numbered 1, 3 and 5 above is/are hereby deleted.

Agent File Number: 22-0072CJM
Issuing Office File Number: 1054-6104694

Note: All of the recording information contained herein refers to the Public Records of OKALOOSA County, Florida , unless otherwise indicated. Any reference herein to a Book and Page is a reference to the Official Record Books of said county, unless indicated to the contrary.

Notices - Where Sent

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Company, Attention: Claims Department, 1 First American Way, Santa Ana, CA 92707.

Service, Quality and Availability

First American Title Insurance Company cares about its customers and their ability to obtain information and service on a convenient, timely and accurate basis. A qualified staff of service representatives is dedicated to serving you. A toll-free number is available for your convenience in obtaining information about coverage and to provide assistance in resolving complaints at 1-800-929-7186. Office hours are from 8:30 a.m. through 5:30 p.m. Monday through Friday.

FILE #3570549 RCD: 8/10/2022 8:46 AM, BK: 3637 PG: 256, RECORDING: $10.50 RECORDING ARTICLE V: $8.00
DEPUTY CLERK ASECRIST
JD PEACOCK II CLERK OF COURTS, OKALOOSA COUNTY, FLORIDA

OKALOOSA COUNTY, FLORIDA
Recording Fee: $ 18.50
Documentary Stamps: $ EXEMPT

THIS INSTRUMENT PREPARED BY:
C. JEFFREY MCINNIS, Attorney at Law
ANCHORS SMITH GRIMSLEY, PLC
909 Mar Walt Drive, Suite 1014
Fort Walton Beach, Florida 32547
(850) 863-4064
File No. 22-0073CJM

STATE OF FLORIDA)
COUNTY OF OKALOOSA)

THIS INSTRUMENT IS EXEMPT FROM DOCUMENTARY STAMP TAXES PURSUANT TO CHAPTER 201.02(6), FLORIDA STATUTES.

WARRANTY DEED

THIS WARRANTY DEED is made effective the 8th day of August, 2022, by **GEORGE E. O'BRIAN and DARLA R. O'BRIAN, husband and wife,** whose post office address for purposes hereof is 271 Hickory St., Freeport, FL 32439, (hereinafter collectively called "Grantors", whether one or more), to **The City of Destin, Florida, a Florida municipal corporation,** whose post office address for purposes hereof is 4200 Indian Bayou Trail, Destin, FL 32541, (hereinafter called "Grantee):

WITNESSETH: That Grantor, for and in consideration of the sum of Ten and No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, and Grantees successors and assigns forever, all that certain land located in **Okaloosa County, State of Florida,** more particularly described as follows:

Lot 34 And the Easterly 6.00 Feet Of Lot 33, SANDALWOOD MANOR TOWNHOMES FIRST ADDITION, As Recorded in Plat Book 6, Page 93, Of The Public Records Of Okaloosa County, Florida.

PARCEL ID NO. 00-2S-22-2167-0000-0340

SUBJECT to covenants, restrictions, easements, reservations and other matters of record, if any now exist, which are not hereby reimposed.

TOGETHER WITH all and singular rights, privileges, hereditaments, and appurtenances to the Real Estate belonging or in any wise incident to appertaining thereto (collectively, the "Property").

TO HAVE AND TO HOLD, the same unto the said Grantee in fee simple forever.

TOGETHER WITH all and singular rights, privileges, hereditaments, and appurtenances to the Real Estate belonging or in any wise incident to appertaining thereto (collectively, the "Property").

TO HAVE AND TO HOLD, the same unto the said Grantee in fee simple forever.

AND Grantor hereby covenants with Grantee that Grantor is lawfully seized of said land in fee simple; that Grantor has good right and lawful authority to sell and convey said land; that Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever, and that said land is free of all encumbrances, except as otherwise stated herein and except taxes accruing subsequent to December 31, 2021.

IN WITNESS WHEREOF, Grantor has signed and sealed these presents effective for all purposes as of the day and year first above written.

Signed, sealed and delivered in our presence:

Witness #1: _____
(Witness Sign Above Line)
Printed Name: LISA E. D'APOLITO

George E. O'Brian

Witness #2: _____
(Witness Sign above Line)
Printed Name: Debi Harless

Darla R. O'Brian

STATE OF FLORIDA)
COUNTY OF OKALOOSA)

The foregoing instrument was acknowledged before me by means of (✓) physical presence or ( ) online notarization this 8th day of August, 2022, by George E. O'Brian and wife, Darla R. O'Brian,

___ who are personally known to me OR

✓ who have produced a Drivers license as proper identification and who did not take an oath.

Deborah M. Harless
NOTARY PUBLIC
My Commission Expires: _____

(NOTARY SEAL)

DEBORAH M. HARLESS
Notary Public
State of Florida
Comm# HH281965
Expires 7/4/2026

VINTAGE
TITLE & ESCROW

1234 Airport Road, Unit 108
Destin, Florida 32541
Phone: (850) 460-2027
Facsimile: (850) 460-2035

May 20, 2019

City of Destin
ATTN: Lance Johnson
4200 Indian Bayou Trail
Destin, FL 32541

Re: 607 Sandalwood Drive, Destin

Dear Mr. Johnson,

Pursuant to the closing on the above-referenced, enclosed please find the following items enclosed:

1) Original Owners Title Policy
2) Original Recorded Warranty Deed

Please let us know if there is anything we can do for you in the future.

Sincerely,

Stephanie R Lefebvre
Stephanie@vintagetitlefl.com
Vintage Title & Escrow, Inc.

WESTCOR
LAND TITLE INSURANCE COMPANY

POLICY NO.
OP-25-FL1300-7358508

OWNER'S POLICY OF TITLE INSURANCE
(with Florida Modifications)

ISSUED BY

WESTCOR LAND TITLE INSURANCE COMPANY

Any notice of claim and any other notice or statement in writing required to be given to the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, Westcor Land Title Insurance Company, a South Carolina corporation (the "Company") insures, as of Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
   (a) A defect in the Title caused by
      (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
      (ii) failure of any person or Entity to have authorized a transfer or conveyance;
      (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
      (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
      (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
      (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
      (vii) a defective judicial or administrative proceeding.
   (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
   (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.

COVERED RISKS CONTINUED ON NEXT PAGE

In Witness Whereof, **WESTCOR LAND TITLE INSURANCE COMPANY**, has caused this policy to be signed and sealed as of Date of Policy shown in Schedule A, the policy to become valid when countersigned by an authorized signatory of the Company.

WESTCOR LAND TITLE INSURANCE COMPANY

Issued By: FL1300 * V18-2374
Vintage Title & Escrow, Inc.

1234 Airport Road, Unit 108
Destin, FL 32541

WESTCOR LAND TITLE INSURANCE COMPANY CORPORATE SEAL 1993 SOUTH CAROLINA

By: Mary O'Donnell
President

Attest:
Secretary

4. No right of access to and from the Land.

5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to

   (a) the occupancy, use, or enjoyment of the Land;

   (b) the character, dimensions, or location of any improvement erected on the Land;

   (c) the subdivision of land; or

   (d) environmental protection

   if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.

6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.

7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.

8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.

9. Title being vested other than as stated in Schedule A or being defective

   (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or

   (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records

      (i) to be timely, or

      (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.

10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation

(including those relating to building and zoning) restricting, regulating, prohibiting, or relating to

   (i) the occupancy, use, or enjoyment of the Land;

   (ii) the character, dimensions, or location of any improvement erected on the Land;

   (iii) the subdivision of land; or

   (iv) environmental protection;

   or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.

   (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.

2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.

3. Defects, liens, encumbrances, adverse claims, or other matters

   (a) created, suffered, assumed, or agreed to by the Insured Claimant;

   (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;

   (c) resulting in no loss or damage to the Insured Claimant;

   (d) attaching or created subsequent to Date of Policy; or

   (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.

4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is

   (a) a fraudulent conveyance or fraudulent transfer; or

   (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.

5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

(a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.

(b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.

(c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.

(d) "Insured": The Insured named in Schedule A.

(i) The term "Insured" also includes

(A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;

(B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;

(C) successors to an Insured by its conversion to another kind of Entity;

(D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title

(1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,

(2) if the grantee wholly owns the named Insured,

(3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or

(4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.

(ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.

(e) "Insured Claimant": An Insured claiming loss or damage.

(f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.

(g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.

(h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized bylaw.

(i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.

(j) "Title": The estate or interest described in Schedule A.

(k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

(a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.

(b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any

other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

(c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

(a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

(b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance. To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

(b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

(i) to pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

(ii) to pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

(a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of

(i) the Amount of Insurance; or

(ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.

(b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,

(i) the Amount of Insurance shall be increased by 10%, and

(ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.

(c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

(a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.

(c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

(a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

(b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Unless prohibited by applicable law, arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association may be demanded if agreed to by both the Company and the Insured at the time of a controversy or claim. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, and service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the Insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the Land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

(a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim whether or not based on negligence shall be restricted to this policy.

(c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.

(d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

(a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

(b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at: 875 Concourse Parkway South, Suite 200, Maitland, FL 32751.

OWNER'S POLICY OF TITLE INSURANCE (With Florida Modifications)

WESTCOR LAND TITLE INSURANCE COMPANY

OWNER'S POLICY
OF
TITLE INSURANCE

HOME OFFICE
875 Concourse Parkway South, Suite 200
Maitland, FL 32751
Telephone: (407) 629-5842

Westcor Land Title Insurance Company
ALTA 6-17-06 OWNER'S POLICY (With Florida Modifications)

Schedule A

Name and Address of Title Insurance Company: **Westcor Land Title Insurance Company, 875 Concourse Parkway South, Ste., 200, Maitland, FL 32751, Phone No.: (407) 629-5842.**

State: **Florida** County: **Okaloosa**

Agent File No. #:	Policy Number	Effective Date	Amount of Insurance	Premium
V18-2374	**OP-25-FL1300-7358508**	**April 2, 2019 @ 04:08:00 PM**	**$145,000.00**	**$800.00**

Plant File #: **18-52986**	Simultaneous #:	Reinsurance #:

Address Reference: **607 Sandalwood Drive, Destin, Florida 32541**
Property Type: **R**

1. Name of Insured: **City Of Destin**
2. The estate or interest in the Land that is insured by this policy is:

   Fee Simple
3. Title is vested in: **City Of Destin**
4. The land referred to herein is described as follows:

   See Schedule A – Continuation Page for Legal Description

Authorized Signatory

Issued By: **FL1300*V18-2374**
Vintage Title & Escrow, Inc.
1234 Airport Road, Unit 108
Destin FL, 32541

Note: This Policy consists of insert pages labeled Schedule A and B. This policy is of no force and effect unless all pages are included along with any added pages incorporated by reference.

Underwriter: WESTCOR LAND TITLE INSURANCE COMPANY

Schedule A, Continuation Page

The West 16.21 feet of the North 100 feet and the West 18.00 feet of the South 20 feet of Lot 27, Sandalwood Manor Townhomes First Addition, according to the plat thereof, as recorded in Plat Book 6, Page 93, of the Public Records of Okaloosa County, Florida.

Note: This policy is of no force and effect unless Schedule A and Schedule B are attached together with any added pages incorporated by reference.

Schedule B

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

1. **Rights or claims of parties in possession not shown by the Public Records.**

2. **Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments on the Land of existing improvements located on the adjoined land.**

3. **Easements or claims of easements not shown by the Public Records.**

4. **Taxes or special assessments which are not shown as existing liens by the public records.**

5. **Taxes and assessments for the year 2019 and subsequent years, which are not yet due and payable.**

   *** * * The following items, as listed above, are hereby deleted: 1 and 4 * * ***

6. Restrictions, covenants, condition, reservations and easements (deleting therefrom restrictions indicating any preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin), recorded in Official Records Book 1126, Page 1, amended in Official Records Book 1150, Page 1438, of the Public Records of Okaloosa County, Florida.

7. Easement in favor of Gulf Power Company recorded in Official Records Book 1159, Page 1962, of the Public Records of Okaloosa County, Florida.

8. Terms, conditions, and provisions of Oil, Gas and Mineral Reservations, recorded in Official Records Book 952, Page 44, of Public Records of Okaloosa County, Florida.

9. Restrictions, reservations, setbacks and easements, if any, as indicated and/or shown on that certain Plat recorded in Plat Book 6, at Page(s) 93, of the Public Records of Okaloosa County, Florida.

10. Rights of adjoining owners in Party Wall(s) located partly on the land and partly on abutting property and rights of such adjoining owners in common, with the owner of the land in the roof of such building and in any appurtenances which are susceptible to common use; together with all liability for maintenance, repair and damage which common use entails.

Note: This policy is of no force and effect unless Schedule A and Schedule B are attached together with any added pages incorporated by reference.

Notice of Privacy Policy

of

Westcor Land Title Insurance Company

Westcor Land Title Insurance Company ("WLTIC") values its customers and is committed to protecting the privacy of personal information. In keeping with that philosophy, we have developed a Privacy Policy, set out below, that will ensure the continued protection of your nonpublic personal information and inform you about the measures WLTIC takes to safeguard that information.

Who is Covered

We provide our Privacy Policy to each customer when they purchase an WLTIC title insurance policy. Generally, this means that the Privacy Policy is provided to the customer at the closing of the real estate transaction.

Information Collected

In the normal course of business and to provide the necessary services to our customers, we may obtain nonpublic personal information directly from the customer, from customer-related transactions, or from third parties such as our title insurance agents, lenders, appraisers, surveyors or other similar entities.

Access to Information

Access to all nonpublic personal information is limited to those employees who have a need to know in order to perform their jobs. These employees include, but are not limited to, those in departments such as legal, underwriting, claims administration and accounting.

Information Sharing

Generally, WLTIC does not share nonpublic personal information that it collects with anyone other than its policy issuing agents as needed to complete the real estate settlement services and issue its title insurance policy as requested by the consumer. WLTIC may share nonpublic personal information as permitted by law with entities with whom WLTIC has a joint marketing agreement. Entities with whom WLTIC has a joint marketing agreement have agreed to protect the privacy of our customer's nonpublic personal information by utilizing similar precautions and security measures as WLTIC uses to protect this information and to use the information for lawful purposes. WLTIC, however, may share information as required by law in response to a subpoena, to a government regulatory agency or to prevent fraud.

Information Security

WLTIC, at all times, strives to maintain the confidentiality and integrity of the personal information in its possession and has instituted measures to guard against its unauthorized access. We maintain physical, electronic and procedural safeguards in compliance with federal standards to protect that information.

The WLTIC Privacy Policy can also be found on WLTIC's website at www.wltic.com

Note: This policy is of no force and effect unless Schedule A and Schedule B are attached together with any added pages incorporated by reference.

WESTCOR
LAND TITLE INSURANCE COMPANY

AMERICAN LAND TITLE ASSOCIATION Commitment For Title Insurance
(With Florida Modifications)

ISSUED BY
WESTCOR LAND TITLE INSURANCE COMPANY

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, WESTCOR LAND TITLE INSURANCE COMPANY, a California Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

IN WITNESS WHEREOF, **WESTCOR LAND TITLE INSURANCE COMPANY** has caused its corporate name and seal to be hereunto affixed and by these presents to be signed in facsimile under authority of its by-laws, effective as of the date of Commitment shown in Schedule A.

Issued By:

Vintage Title & Escrow, Inc.

WESTCOR LAND TITLE INSURANCE COMPANY

By: Mary O'Donnell
President

Attest: Patricia W Bowers
Secretary

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions.

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COMMITMENT CONDITIONS

1. DEFINITIONS

(a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
(b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
(c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
(d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
(e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
(f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
(g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
(h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:
(a) the Notice;
(b) the Commitment to Issue Policy;
(c) the Commitment Conditions;
(d) Schedule A;
(e) Schedule B, Part I—Requirements;
(f) Schedule B, Part II—Exceptions; and
(g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

(a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
(i) comply with the Schedule B, Part I—Requirements;
(ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
(iii) acquire the Title or create the Mortgage covered by this Commitment.
(b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
(c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
(d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.

(e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
(f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I— Requirements have been met to the satisfaction of the Company.
(g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

(a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
(b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
(c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
(d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
(e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
(f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

WESTCOR LAND TITLE INSURANCE COMPANY
AMERICAN LAND TITLE ASSOCIATION COMMITMENT
(With Florida Modifications 8-1-16)

Transaction Identification Data for reference only:

Issuing Agent:	Stephanie R Schroeder
Issuing Office:	Vintage Title & Escrow, Inc.
ALTA Universal ID:	1067034
Loan ID Number:	
Commitment Number:	18-52986
Issuing Office File Number:	18-2374
Property Address:	607 Sandalwood Drive Destin, Florida 32541
Revision Number:	

SCHEDULE A

1. Commitment Date: September 13, 2018 at 8:00 AM

2. Policy or Policies to be issued: Proposed Policy Amount:

   a. __X__ Owner's Policy ( ) $ 145,000.00
   Proposed Insured: Premium: $ 800.00
   City of Destin

   b. _____ Loan Policy ( )
   Proposed Insured: Premium:

3. The estate or interest in the Land described or referred to in this Commitment is:
   Fee Simple

4. Title to the Fee Simple estate or interest in the Land is at the Commitment Date vested in:
   Milagros T. Golden and Sherry C. Kasper

5. The Land is described as follows:

   The West 16.21 feet of the North 100 feet and the West 18.00 feet of the South 20 feet of Lot 27, Sandalwood Manor Townhomes First Addition, according to the plat thereof, as recorded in Plat Book 6, Page 93, of the Public Records of Okaloosa County, Florida.

Issued By:

By: _____
Vintage Title & Escrow, Inc.

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Schedule A, Continuation Page

The West 16.21 feet of the North 100 feet and the West 18.00 feet of the South 20 feet of Lot 27, Sandalwood Manor Townhomes First Addition, according to the plat thereof, as recorded in Plat Book 6, Page 93, of the Public Records of Okaloosa County, Florida.

WESTCOR LAND TITLE INSURANCE COMPANY
AMERICAN LAND TITLE ASSOCIATION COMMITMENT
(With Florida Modifications 8-1-16)

SCHEDULE B-I
Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records. a. Warranty Deed from Milagros T. Golden and Sherry C. Kasper to City of Destin conveying the land described under Schedule "A". b. NOTE: Spouse of individual(s), if any, to join in the above required instrument(s) OR the document must state that captioned property is not the homestead of the grantor/mortgagor.
6. Pay the agreed amount for the estate or interest to be insured.
7. Payment of all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable.
8. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed; that contractor, subcontractors, labor and materialmen are all paid.
9. Exceptions 3 and 4 of Schedule B - Section 2 of this commitment may be amended in or deleted from the policy to be issued if a survey, satisfactory to the Company, is furnished to Company.
10. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
11. Pay the premiums, fees, and charges for the Policy to the Company.
12. Release or Satisfaction of Mortgage executed by Sherry C. Casper, an unmarried woman in favor of Fifth Third Mortgage Company, given to secure the original principal sum of $60,000.00, dated May 26, 2010 and recorded in Official Records Book 2939, Page 857, and rerecorded in Official records Book 3019, Page 114, of the Public Records of Okaloosa County, Florida.
13. Recordation of proof that Milagros T. Golden, the grantor(s) in that certain deed recorded in Official Records Book 2165, Page 2205, was unmarried at the time of conveyance, or that the property was not the homestead of the said grantor(s).

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WESTCOR LAND TITLE INSURANCE COMPANY
AMERICAN LAND TITLE ASSOCIATION COMMITMENT
(With Florida Modifications 8-1-16)

SCHEDULE B-II
Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

9. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.

10. Rights or claims of parties in possession not shown by the Public Records.

11. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments on the Land of existing improvements located on the adjoined land.

12. Easements or claims of easements not shown by Public Records.

13. Taxes or special assessments which are not shown as existing liens by the public records.

14. Taxes and assessments for the year 2018 and subsequent years, which are not yet due and payable.

15. NOTE: Real Estate Taxes for the year 2017 were paid in the amount of $893.14; Assessed Value $71,187.00; Gross Amount $930.35; Exemptions: No ; Folio No.: 00-2S-22-2167-0000-0270.

16. NOTE: FOR INFORMATIONAL PURPOSES ONLY: The following constitutes a 24 month Chain of Title preceding the effective date hereof and constitutes conveyances and transfers of ownership only:

    1. Quit Claim Deed recorded July 17, 1998 in Official Records Book 2165, Page 2205, of the Public Records of Okaloosa County, Florida.

17. Restrictions, covenants, condition, reservations and easements (deleting therefrom restrictions indicating any preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin), recorded in Official Records Book 1126, Page 1, amended in Official Records Book 1150, Page 1438, of the Public Records of Okaloosa County, Florida.

18. Easement in favor of Gulf Power Company recorded in Official Records Book 1159, Page 1962, of the Public Records of Okaloosa County, Florida.

19. Terms, conditions, and provisions of Oil, Gas and Mineral Reservations, recorded in Official Records Book 952, Page 44, of Public Records of Okaloosa County, Florida.

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AMERICAN LAND TITLE ASSOCIATION

20. Restrictions, reservations, setbacks and easements, if any, as indicated and/or shown on that certain Plat recorded in Plat Book 6, at Page(s) 93, of the Public Records of Okaloosa County, Florida.

21. Rights of adjoining owners in Party Wall(s) located partly on the land and partly on abutting property and rights of such adjoining owners in common, with the owner of the land in the roof of such building and in any appurtenances which are susceptible to common use; together with all liability for maintenance, repair and damage which common use entails.

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Prepared By and Return To:
Vintage Title & Escrow, Inc.
1234 Airport Rd #108
Destin, Fl. 32541

File No. 18-2374

Property Appraiser's Parcel I.D. (folio) Number(s)
00-2S-22-2167-0000-0270

Inst. #3268516 Bk: 3391 Pg: 4326
Page 1 of 2 Recorded: 4/2/2019 4:08 PM
RECORDING ARTICLE V: $8.00 RECORDING: $10.50
D Doc Stmp: $1,015.00
DEPUTY CLERK CBAKER
JD PEACOCK II CLERK OF COURTS,
OKALOOSA COUNTY, FLORIDA

18.50
1015.00

WARRANTY DEED

THIS WARRANTY DEED dated March 26, 2019, by Milagros T. Golden an unmarried woman and Sherry C. Kasper k/n/a Sherry C. Reilly, a married woman, both as to their non-homestead property, whose post office address is 1084 Forest Shore Drive, Miramar Beach, FL 32550, hereinafter called the grantor, to City of Destin, Florida, whose post office address is 4200 Indian Bayou Trail, Destin, FL 32541, hereinafter called the grantee:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH: That the grantor, for and in consideration of the sum of $10.00 and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys, and confirms unto the grantee, all the certain land situated in OKALOOSA County, Florida, to wit:

The West 16.21 feet of the North 100 feet and the West 18.00 feet of the South 20 feet of Lot 27, Sandalwood Manor Townhomes First Addition, according to the plat thereof, as recorded in Plat Book 6, Page 93, of the Public Records of Okaloosa County, Florida.

Subject to easements, restrictions, reservations and limitations of record, if any.

TO HAVE AND TO HOLD the same in Fee Simple forever.

AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to: December 31, 2018.

WARRANTY DEED
(Continued)

IN WITNESS WHEREOF, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

(Witness Signature)

Stephanie R. Lefebvre

(Witness Signature)

Desiree M. Adams

Milagros T. Golden

Milagros T. Golden

Sherry C. Kasper n/k/a Sherry C. Reilly

1084 Forest Shore Drive
(Address)

Miramar Beach, FL 32550
(Address)

STATE OF FL

COUNTY OF Okaloosa Lefebvre

I, Stephanie R, a Notary Public of the County and State first above written, do hereby certify that Milagros T Golden and Sherry C Reilly, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 27 day of MARCH 2019

Notary Public

My Commission Expires:

(SEAL)

Notary Public State of Florida
Stephanie R Lefebvre
My Commission GG 280344
Expires 07/11/2022

ANCHORS ◆ SMITH ◆ GRIMSLEY
A PROFESSIONAL LIMITED COMPANY
ATTORNEYS AND COUNSELORS AT LAW
909 MAR WALT DRIVE, SUITE 1014
FORT WALTON BEACH, FL 32547-6711
(850) 863-4064 (850) 862-1138 FAX (850) 664-5728 FAX
WWW.ASGLEGAL.COM

C. LEDON ANCHORS
STEVEN B. BAUMAN
C. JEFFREY MCINNIS
RICHARD P. PETERMANN*+
TIMOTHY W. SHAW

* ALSO ADMITTED IN ALABAMA
+ ALSO ADMITTED IN WYOMING

MICHAEL A. FLOWERS*
SHIRAZ A. HOSEIN
N. GRESHAM FOSTER, LL.M.
KYLE S. BAUMAN

* FORMER CIRCUIT JUDGE

September 14, 2022

Via USPS

The City of Destin, Florida
4200 Indian Bayou Trail
Destin, FL 32541

RE: Property: 608 Sandalwood Dr., Destin, FL 32541
Our File #: 20-0073CJM

Dear Sir/Madam,

Enclosed please find the following documents concerning the above-referenced transaction:

1. Original Recorded Warranty Deed
2. Owners Title Policy

Should you have any questions, or if we can provide you with any assistance in the future please call us.

Sincerely,

ANCHORS SMITH GRIMSLEY, PLC

Debi Harless
Real Estate Closing Administrator for
C. Jeffrey McInnis, Esq.
Direct line: 850-362-7217
Email: dharless@asglegal.com

Enclosures

First American Title™	Owner's Policy of Title Insurance (with Florida modifications)
	ISSUED BY **First American Title Insurance Company**
Owner's Policy	POLICY NUMBER **5011412-1051624e**

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, **FIRST AMERICAN TITLE INSURANCE COMPANY**, a Nebraska corporation (the "Company") insures, as of Date of Policy against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
   (a) A defect in the Title caused by
      (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
      (ii) failure of any person or Entity to have authorized a transfer or conveyance;
      (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
      (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
      (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
      (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
      (vii) a defective judicial or administrative proceeding.
   (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
   (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.

(Covered Risks Continued on Page 2)

In Witness Whereof, First American Title Insurance Company has caused its corporate name to be hereunto affixed by its authorized officers as of Date of Policy shown in Schedule A.

First American Title Insurance Company

Kenneth D. DeGiorgio, President

Greg L. Smith, Secretary

For Reference:

File #: 22-0072CJM
Policy #: 5011412-1051624e

Issued By:

Anchors Smith Grimsley, Professional Limited Company
909 Mar Walt Drive, Suite 1014
Fort Walton Beach, FL 32547

(This Policy is valid only when Schedules A and B are attached)

This jacket was created electronically and constitutes an original document

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5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
   (a) the occupancy, use, or enjoyment of the Land;
   (b) the character, dimensions, or location of any improvement erected on the Land;
   (c) the subdivision of land; or
   (d) environmental protection
   if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective
   (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
   (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
      (i) to be timely, or
      (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
      (i) the occupancy, use, or enjoyment of the Land;
      (ii) the character, dimensions, or location of any improvement erected on the Land;
      (iii) the subdivision of land; or
      (iv) environmental protection;
      or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
   (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
   (a) created, suffered, assumed, or agreed to by the Insured Claimant;
   (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   (c) resulting in no loss or damage to the Insured Claimant;
   (d) attaching or created subsequent to Date of Policy; or
   (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
   (a) a fraudulent conveyance or fraudulent transfer; or
   (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

(a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.

(b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.

(c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.

(d) "Insured": The Insured named in Schedule A.

(i) The term "Insured" also includes

(A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;

(B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;

(C) successors to an Insured by its conversion to another kind of Entity;

(D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title

(1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,

(2) if the grantee wholly owns the named Insured,

(3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or

(4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.

(ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.

(e) "Insured Claimant": An Insured claiming loss or damage.

(f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.

(g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.

(h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.

(i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.

(j) "Title": The estate or interest described in Schedule A.

(k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

(a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.

(b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

(c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

(a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

(b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

(b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

(i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

(ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

(a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of

(i) the Amount of Insurance; or

(ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.

(b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,

(i) the Amount of Insurance shall be increased by 10%, and

(ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.

(c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

(a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.

(c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

(a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

(b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Unless prohibited by applicable law, arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association may be demanded if agreed to by both the Company and the Insured at the time of a controversy or claim. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, and service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made, or, at the option of the Insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the Land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

(a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim whether or not based on negligence shall be restricted to this policy.

(c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.

(d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

(a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

(b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at **First American Title Insurance Company, Attn: Claims National Intake Center, 1 First American Way, Santa Ana, California 92707. Phone: 888-632-1642**

First American	Owner's Policy of Title Insurance
Schedule A	ISSUED BY **First American Title Insurance Company** POLICY NUMBER **5011412-1051618e**

Name and Address of Title Insurance Company:
FIRST AMERICAN TITLE INSURANCE COMPANY, 1 First American Way, Santa Ana, California 92707

Customer Reference Number: 22-0073CJM
First American File Number: 1054-6104722

Address Reference: 608 SANDALWOOD DR., DESTIN, FL 32541

Amount of Insurance: $345,000.00 Premium: $1,800.00

Date of Policy: August 10, 2022 at 8:46 a.m.

1. Name of Insured:

   The City of Destin

2. The estate or interest in the Land that is insured by this policy is:

   Fee Simple

3. Title is vested in:

   The City of Destin, a Florida municipal corporation

4. The Land referred to in this policy is described as follows:

See Exhibit "A" attached hereto and made a part hereof

Anchors Smith Grimsley, Professional, Limited Company

By: _____
Authorized Countersignature
(This Schedule A valid only when Schedule B is attached)



First American Exhibit A	ISSUED BY **First American Title Insurance Company** POLICY NUMBER **5011412-1051618e**

Agent File Number: 22-0073CJM
FAST File Number: 1054-6104722

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

Lot 34 And The Easterly 6.00 Feet Of Lot 33, SANDALWOOD MANOR TOWNHOMES FIRST ADDITION, As Recorded in Plat Book 6, Page 93, Of The Public Records Of Okaloosa County, Florida.

First American	Owner's Policy of Title Insurance ISSUED BY **First American Title Insurance Company** POLICY NUMBER **5011412-1051618e**
Schedule B	

Customer Reference Number: 22-0073CJM
First American File Number: 1054-6104722

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

1. Any rights, interests, or claims of parties in possession of the land not shown by the public records.

2. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the land.

3. Any lien, for services, labor, or materials in connection with improvements, repairs or renovations provided before, on, or after Date of Policy, not shown by the public records.

4. Any dispute as to the boundaries caused by a change in the location of any water body within or adjacent to the land prior to Date of Policy, and any adverse claim to all or part of the land that is, at Date of Policy, or was previously under water.

5. Taxes or special assessments not shown as liens in the public records or in the records of the local tax collecting authority, at Date of Policy.

6. Any minerals or mineral rights leased, granted or retained by current or prior owners.

7. Taxes and assessments for the year 2022 and subsequent years, which are not yet due and payable.

8. Easement granted to Gulf Power Company by instrument recorded in Book 1159, Page 1962.

9. Oil, Gas and Minerals recorded in Deed Book 952, Page 44 Without Rights of Entry released pursuant to S270.11 F.S.

Note: All of the recording information contained herein refers to the Public Records of OKALOOSA County, Florida, unless otherwise indicated. Any reference herein to a Book and Page or Instrument Number is a reference to the Official Record Books of said county, unless indicated to the contrary.

NOTE: Exception(s) numbered 1, 3 and 5 above is/are hereby deleted.

Agent File Number: 22-0073CJM
Issuing Office File Number: 1054-6104722

Note: All of the recording information contained herein refers to the Public Records of OKALOOSA County, Florida , unless otherwise indicated. Any reference herein to a Book and Page is a reference to the Official Record Books of said county, unless indicated to the contrary.

Notices - Where Sent

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Company, Attention: Claims Department, 1 First American Way, Santa Ana, CA 92707.

Service, Quality and Availability

First American Title Insurance Company cares about its customers and their ability to obtain information and service on a convenient, timely and accurate basis. A qualified staff of service representatives is dedicated to serving you. A toll-free number is available for your convenience in obtaining information about coverage and to provide assistance in resolving complaints at 1-800-929-7186. Office hours are from 8:30 a.m. through 5:30 p.m. Monday through Friday.

FILE #3570548 RCD: 8/10/2022 8:45 AM, BK: 3637 PG: 254, RECORDING: $10.50 RECORDING ARTICLE V: $8.00
DEPUTY CLERK ASECRIST
JD PEACOCK II CLERK OF COURTS, OKALOOSA COUNTY, FLORIDA

OKALOOSA COUNTY, FLORIDA
Recording Fee: $ 18.50
Documentary Stamps: $ EXEMPT

THIS INSTRUMENT PREPARED BY:
C. JEFFREY MCINNIS, Attorney at Law
ANCHORS SMITH GRIMSLEY, PLC
909 Mar Walt Drive, Suite 1014
Fort Walton Beach, Florida 32547
(850) 863-4064
File No. 22-0072CJM

STATE OF FLORIDA)
COUNTY OF OKALOOSA)

THIS INSTRUMENT IS EXEMPT FROM DOCUMENTARY STAMP TAXES PURSUANT TO CHAPTER 201.02(6), FLORIDA STATUTES.

WARRANTY DEED

THIS WARRANTY DEED is made effective the 8th day of August, 2022, by **EDUARDO LLANOS, JR., and wife, STEPHANIE LLANOS,** whose post office address for purposes hereof is 323 Cypress St., Destin, FL 32541, (hereinafter collectively called "Grantors", whether one or more), to **The City of Destin, Florida, a Florida municipal corporation,** whose post office address for purposes hereof is 4200 Indian Bayou Trail, Destin, FL 32541, (hereinafter called "Grantee):

WITNESSETH: That Grantor, for and in consideration of the sum of Ten and No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, and Grantees successors and assigns forever, all that certain land located in **Okaloosa County, State of Florida,** more particularly described as follows:

Lot 33, less and except the Easterly 6.00 feet thereof, SANDALWOOD MANOR TOWNHOMES FIRST ADDITION, according to the Plat thereof as recorded in Plat Book 6, Page(s) 93, of the Public Records of Okaloosa County, Florida. a/k/a Parcel 33-A, SANDALWOOD MANOR TOWNHOMES FIRST ADDITION.

PARCEL ID NO. 00-2S-22-2167-0000-0330

SUBJECT to covenants, restrictions, easements, reservations and other matters of record, if any now exist, which are not hereby reimposed.

TOGETHER WITH all and singular rights, privileges, hereditaments, and appurtenances to the Real Estate belonging or in any wise incident to appertaining thereto (collectively, the "Property").

TO HAVE AND TO HOLD, the same unto the said Grantee in fee simple forever.

AND Grantor hereby covenants with Grantee that Grantor is lawfully seized of said land in fee simple; that Grantor has good right and lawful authority to sell and convey said land; that Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except as otherwise stated herein and except taxes accruing subsequent to December 31, 2021.

IN WITNESS WHEREOF, Grantor has signed and sealed these presents effective for all purposes as of the day and year first above written.

Signed, sealed and delivered in our presence:

Witness #1: _____
(Witness Sign Above Line)
Printed Name: LISA E D'APOLITO

Witness #2: _____
(Witness Sign above Line)
Printed Name: Debi Harless

_____
Eduardo Llanos, Jr.

_____
Stephanie Llanos

STATE OF FLORIDA)
COUNTY OF OKALOOSA)

The foregoing instrument was acknowledged before me by means of (✓) physical presence or ( ) online notarization this 8 day of August, 2022, by Eduardo Llanos, Jr. and wife, Stephanie Llanos,

_____ who are personally known to me OR

__✓__ who have produced a Drivers License as proper identification and who did not take an oath.

_____
Deborah M. Harless
NOTARY PUBLIC
My Commission Expires: _____

(NOTARY SEAL)

DEBORAH M. HARLESS
Notary Public
State of Florida
Comm# HH281965
Expires 7/4/2026

REPLACEMENT HOUSING PAYMENT TRANSACTION PACKAGE

AGENCY: City of Destin
PROJECT: Destin Connector
STATE ROAD NO.: N/A
COUNTY: Okaloosa
PARCEL NO.: 608 Sandalwood Drive

DISPLACEE NAME:		
George E. O'Brian, IV		
MAKE WARRANT PAYABLE TO:	AMOUNT	☒ REGULAR PAYMENT ☐ ADVANCE CLAIM
George E. O'Brian, IV	$37,800.00	☐ PARTIAL PAYMENT ☐ ADVANCE PAYMENT
		(Balance: $0.00)

Total RHP claimed to date (including this claim) $ 37,800.00

ITEM	DOCUMENT TYPE	FORM #	TYPE OF PAYMENT: MOBILE HOME PURCHASE	PURCHASE ADDITIVE	DOWN PAYMENT ASSISTANCE	RENTAL ASSISTANCE	RELOCATION INCIDENTAL EXPENSES	INCREASED INTEREST	PENDING	ATTACHED
1	R.H.P. CLAIM	14	X	X	X	X	X	X	☐	☒
2	HOUSEHOLD SURVEY	02	X	X	X	X	X	X	☐	☒
3	R.H.P. DETERMINATION	05	X	X	X	X	X	X	☐	☒
4	ELIGIBILITY STATEMENT - 180-D OWNER	06		X			*	*	☐	☐
5	ELIGIBILITY STATEMENT – OTHERS	03			X	X	*	*	☐	☒
6	SUBJECT RENTAL/UTILITY DOCUMENTATION					X			☐	☒
7	R.H. RENTAL/UTILITY DOCUMENTATION					X			☐	☒
8	INCOME VERIFICATION					X			☐	☐
9	SUBJECT PROPERTY CLOSING STATEMENT			X			X	X	☐	☐
10	REPLACEMENT PROPERTY CLOSING STATEMENT			X	X		**	X	☐	☐
11	R.H. OCCUPANCY VERIFICATION/DSS CERTIF.	13		X	X	X			☐	☒
12	R.H. QUESTIONNAIRE – EACH COMP.	13		X		X			☐	☒
13	MORTGAGE NOTES – SUBJECT PROPERTY							X	☐	☐
14	MORTGAGE NOTE – R.H.							X	☐	☐
15	COMPUTATION WORKSHEET – INCREASED INTEREST							X	☐	☐
16	SUBJECT PROPERTY CARVE – OUT WORKSHEET			**					☐	☐
17	R.H. CARVE – OUT WORKSHEET			**				**	☐	☐
18	R.H. DOWNPAYMENT DOCUMENTATION				X	X			☐	☐
19	SUMMARY WORKSHEET								☐	☒
20	MOBILE HOME PURCHASE AGREEMENT AND TITLE		X						☐	☐
21	APPRAISAL								☐	☐
22	FORM ROW-F030-21 (FOR INITIAL CLAIM)								☐	☒
23	ESTIMATES (DS&S IMPROVEMENTS)		**	X	**	**	**	**	☐	☐
24	OTHER								☐	☐
25									☐	☐

LEGEND:
* -Item 4 or 5 ** If applicable X - Required

REMARKS:
608 Sandalwood Drive – Rent Supplement for 90-Day Occupant
$37,800.00

PREPARED BY / Marsha Hayes, HCS, Inc. SIGNATURE/TITLE, Consultant Agent — DATE 8/11/2022

REVIEWED BY / Jeffrey Cozadd SIGNATURE/TITLE, City of Destin — DATE

APPROVED BY / Lance Johnson SIGNATURE/TITLE, City of Destin, City Manager — DATE

APPLICATION AND CLAIM FOR REPLACEMENT HOUSING PAYMENT

Agency: City of Destin
Project: Destin Crosstown Connector
County: Okaloosa
Parcel: 608 Sandalwood

Displaced Tenant's Name: George E. O'Brian IV

Displaced Tenant's Address: 608 Sandalwood Drive, Destin, FL
Make Warrant Payable to: George E. O'Brian IV

Warrant Amount: $37,800.00

The undersigned, herein referred to as Claimant, hereby makes application for a replacement housing payment authorized by the City of Destin. Claimant, after first being duly sworn, deposed and says:

1. Claimant certifies that he/she is a legal resident of the United States, and upon a request by City of Destin, can provide documentation verifying legal residency.

2. That claimant rented and occupied the above referenced property for not less than 90 days prior to the initiation of negotiations by City of Destin for the acquisition of said property.

3. That claimant was required to move from the referenced property on 9/8/2022 and purchased or **rented** a replacement dwelling on 8/7/2022.

   The replacement dwelling is located at: 2230 Janet Street, Navarre, FL and was occupied on _____.

4. Claimant believes and is satisfied that said dwelling meets the requirements of being decent, safe and sanitary.

5. The total number of persons, including claimant, displaced by the acquisition of the former dwelling by City of Destin is 1.

6. Claimant requests that the payment in the amount of $ 37,800.00, applied for herein be made to (check one) ☒ claimant ☐ other (if payment is to be made to a person or persons other than claimant, the name and address of said payee should be written in space provided below and the explanation for payment given).

7. That claimant will permit representatives of City of Destin to inspect the replacement dwelling at reasonable times.

8. This Claim will be reviewed for approval of payment within ten (10) working days of receipt by City of Destin at its office located at: 4200 Indian Bayou Trail, Destin, FL 32541.

City of Destin Representative's Signature

Claimant Signature

STATE OF FLORIDA
OKALOOSA COUNTY

The foregoing instrument was acknowledged before me this 8th day of August 2022 by George E. O'Brian, IV who is personally known to me or who has produced FL Drivers License as identification, and who did take an oath.

Notary Public in and for the County and State last aforesaid:
My commission expires:
Serial No., if any:
Notary Signature:

MARSHA HAYES
Commission # HH 125262
Expires August 31, 2025
Bonded Thru Troy Fain Insurance 800-385-7019

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

HOUSEHOLD SURVEY QUESTIONNAIRE

NAME:
George E. O'Brian, IV (Micky)

STREET ADDRESS:
608 Sandalwood Drive, Destin, FL

MAILING ADDRESS:

EMAIL: itsmickyyall@hotmail.com

TELEPHONE NO.:
850-430-4329

LESS THAN 90-DAY OCCUPANT:
☐ YES ☒ NO

ITEM/SEGMENT #: Destin Connector
MANAGING DISTRICT: City of Destin
FAP #: N/A
STATE ROAD #: Destin Connector
COUNTY: Okaloosa
PARCEL #: 608 Sandalwood

UPDATED:
BY: _____ DATE: _____
BY: _____ DATE: _____
BY: _____ DATE: _____

RACE: ☒ WHITE ☐ AMERICAN INDIAN/ALASKAN NATIVE ☐ BLACK ☐ ASIAN AMERICAN/PACIFIC ISLANDER ☐ HISPANIC ☐ UNDISCLOSED

HEAD OF HOUSEHOLD AND ALL HOUSEHOLD OCCUPANTS ARE:
☒ Citizens of the United States ☐ Nationals of the United States ☐ Aliens lawfully present in the United States (Documentation required)

DATE OF OCCUPANCY: _____ VERIFICATION OF OCCUPANCY: Lease
☒ Support Documentation Attached

	NAME	AGE	RELATIONSHIP
1.	George E. O'Brian, IV	38	Self
2.			
3.			
4.			
5.			
6.			
7.			
8.			

EMPLOYER & ADDRESS (HEAD OF HOUSEHOLD):
Corcoran Revrele Destin
4014 East Commons Drive, Suite 100
Destin, Florida

TELEPHONE NO:
DISTANCE TO WORK:

EMPLOYER & ADDRESS (OTHER):

TELEPHONE NO:
DISTANCE TO WORK:

DOMICILE? ☒ YES ☐ NO IF NO, GIVE PERMANENT ADDRESS:

– COMPLETE FOR TENANTS ONLY –

MONTHLY UTILITY EXPENSE

Electric	$ 150.00
Water	$ 100.00
Sewage	$ 50.00
Other	$ 0.00
Total	$ 300.00

INCOME SOURCE	AMOUNT
W-2	$ 50,000.00
	$
	$
	$
TOTAL	$ 50,000.00

Contract Rent: $ 800.00
Market Rent: $
Rental Subsidy: $

Personal property on premises owned by other than occupants?
☐ YES ☒ NO

I HEREBY CERTIFY THAT THE ABOVE INFORMATION TO BE TRUE AND CORRECT:

SIGNED: _____ 6-3-22
OCCUPANT DATE

SUBJECT DWELLING:

TYPE: ☐ SINGLE-FAMILY ☒ MULTI-FAMILY ☐ MOBILE HOME ☐ OTHER

LIVABLE AREA: 1,004 SF	BR.	2	UTIL. RM.	1
LOT SIZE: 0.06 AC	BATHS	1.5	STORAGE	1
DWELLING AGE: 1993	LR	1	SCREEN PORCH	0
TYPE CONSTRUCTION: Frame	DR	1	FAMILY RM.	0
TOTAL ROOMS: 8	KIT	1	PATIO	1
	CARPORT	0	GARAGE	0
	HEATING TYPE	Central	OTHER	0
	AIR COND.	Central	TYPE Elec Units #	1
	WELL	Public	SEPTIC	No - Sewer

EXTERIOR ATTRIBUTES: Concrete Parking with Designated Parking

NEIGHBORHOOD TYPE: Residential ZONING SFR

DISTANCE TO SHOPPING:
Less than 1 Mile

DISTANCE TO CHURCH OF CHOICE: N/A

DISTANCE TO SCHOOLS:

ELEMENTARY: N/A

JR. HIGH: N/A

SR. HIGH: N/A

DISTANCE TO TRANSPORTATION: N/A

UTILIZED BY HOUSEHOLD?

☐ YES ☒ NO

FINANCING: ☐ FHA ☐ CONVENTIONAL ☐ VA ☒ NONE

MORTGAGE SERVICED BY: N/A
ADDRESS: N/A

INTEREST RATE: N/A

PRINCIPAL BALANCE: $0.00

MONTHLY PRINCIPAL & INTEREST PAYMENT: $0.00

REMAINING TERM: N/A

PREVAILING INTEREST RATE: N/A

REPLACEMENT DWELLING PREFERENCES:

NEIGHBORHOOD: Residential CITY: Destin COUNTY: Okaloosa

MAXIMUM AMOUNT ALLOCABLE FOR HOUSING (WITHIN OCCUPANT'S PRESENT FINANCIAL MEANS): $ Undetermined PURCHASE $ _____ RENT

TYPE DWELLING DESIRED:
☒ SINGLE – FAMILY
☒ MULTI-FAMILY
☐ MOBILE HOME

DISPLACEE PLANS TO:
☒ BUY
☒ RENT
☐ BUILD
☐ RETAIN

REMAINDER PROPERTY ADEQUATE? ☐ YES ☒ NO

OWN OTHER PROPERTY THAT IS ADEQUATE? ☐ YES ☒ NO AVAILABLE? ☐ YES ☒ NO

WILL SUBSIDIZED HOUSING BE REQUIRED? ☐ YES ☒ NO

SPECIAL FAMILY NEEDS:
Destin Health & Fitness; Miramar Recovery Center - would like to stay within this area; possibly Navarre area.

REMARKS:

AGENT'S SIGNATURE _____ DATE 6/3/22

PRINT NAME/TITLE Marsha Hayes, SR/WA - Hayes Consulting Services, LLC

608

Right of Way

REPLACEMENT HOUSING PAYMENT DETERMINATION
AND
STATEMENT OF ELIGIBILITY FOR SUPPLEMENTARY
REPLACEMENT HOUSING PAYMENT FOR 90 DAY TENANT OCCUPANT

This is to certify that George E. O'Brian, IV, residing at 608 Sandalwood Drive, Destin, FL:

☐ will not be eligible for a replacement housing payment because:

_____

☒ *will be eligible for the amount required to rent a decent, safe, and sanitary dwelling not to exceed **$37,800.00** as a tenant who elects to rent. This amount is based upon the difference between the current rental rate plus average utilities and the rental rate and utilities of the comparable replacement dwelling offered by City of Destin of $1,850/month plus average utilities of $150/month. If the displacee rents a replacement dwelling with a different rental rate, the amount of the eligibility may change. The tenant is also eligible to convert the **$37,800.00** to a down payment to purchase a decent, safe and sanitary replacement dwelling.

The displacee will be eligible for the payment as indicated above provided he/she rents and occupies or purchases and occupies decent, safe and sanitary replacement housing within one year from the time he/she was required to move. Payments will not be made until the displacee occupies the replacement unit.

If you are eligible for a replacement housing payment, please refer to Page 2 of this document for the location and further information on the comparable replacement dwelling offered to you, and the calculation of the replacement housing payment.

SIGNED: tajohnson DATED: 08/17/2022 6/12/2022

TITLE: City of Destin

RECEIPT ACKNOWLEDGED BY DISPLACEE:

Delivered Electronically DATED: 6/12/2022

*Contingent Upon City of Destin – City Council approval and sale of property to City of Destin by owner.

Occupant and Address:

George E. O'Brian, IV

608 Sandalwood Drive, Destin, Florida

The determination of replacement value is based on the following comparable which is decent, safe and sanitary as determined by City of Destin, Florida. The comparable is open to all persons regardless of race, color, religion, sex, or national origin.

COMPARABLE:

ADDRESS: 308 W Miracle Strip Parkway, Unit 30A, Ft. Walton Beach, FL 32548

DISTANCE FROM SUBJECT: 9.4 miles

MONTHLY RENTAL: $1,850/month

MONTHLY UTILITIES: $150/month (average electric bill/ water, sewer, garbage included.)

TENURE:
SUBJECT PROPERTY:

☐ OWNER ☒ TENANT

REPLACEMENT PROPERTY:

☐ OWNER ☒ TENANT

ELIGIBILITY BASED UPON: ☐ 12 months or less ☒ more than 12 months

COMPARABLE VALUE ANALYSIS - RENTAL ASSISTANCE:

BASED UPON CURRENT RENTAL PRICE INCLUDING UTILITIES OF:

COMPARABLE ANALYSIS FINDING (Rent + Utilities) $ 2,000.00
(Water, Sewer & Garbage included in comparable rental unit rent amount.)

LESS: Current Rent + Utilities ($800 + $300) $ 1,100.00

EQUALS: RENT DIFFERENTIAL
$ 900.00 X ☒ 42 months

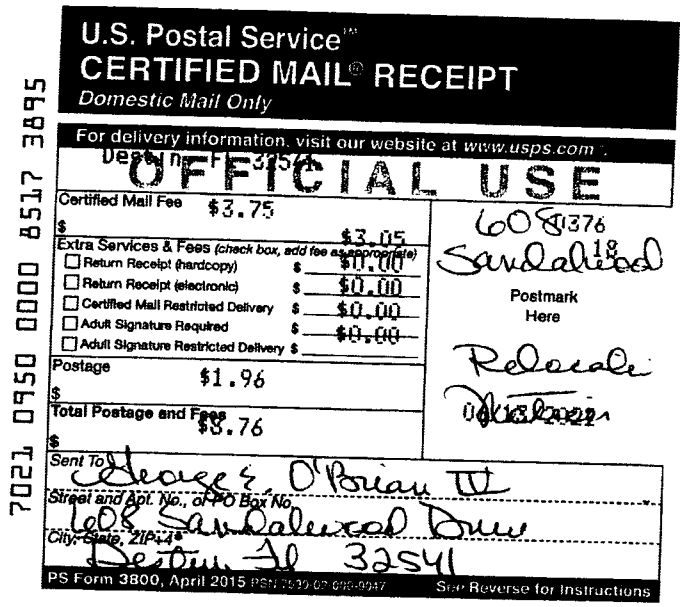
EQUALS: AMOUNT OF RENTAL ASSISTANCE PAYMENT $ 37,800.00

SUBMITTED: _____ 6/12/2022

REVIEWED: _____ _____

APPROVED: _____ _____

7021 0950 0000 8517 3895



U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

Destin, FL 32541

OFFICIAL USE

Certified Mail Fee $3.75	608 Sandalwood 18
$ $3.05	
Extra Services & Fees (check box, add fee as appropriate)	Postmark Here
☐ Return Receipt (hardcopy) $ $0.00	
☐ Return Receipt (electronic) $ $0.00	
☐ Certified Mail Restricted Delivery $ $0.00	
☐ Adult Signature Required $ $0.00	Relocate
☐ Adult Signature Restricted Delivery $	
Postage $1.96	06/13/2022
$	
Total Postage and Fees $3.76	
$	

Sent To George E. O'Brian III

Street and Apt. No., or PO Box No. 608 Sandalwood Drive

City, State, ZIP+4® Destin, FL 32541

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

Delivered 6/17/22

ON

USPS Tracking®

FAQs >

Track Another Package +

Tracking Number: 70210950000085173895

Remove ×

Your item was delivered to an individual at the address at 1:02 pm on June 17, 2022 in DESTIN, FL 32541.

USPS Tracking Plus® Available ∨

Delivered, Left with Individual

June 17, 2022 at 1:02 pm
DESTIN, FL 32541

Feedback

Get Updates ∨

Text & Email Updates ∨

Tracking History ∧

June 17, 2022, 1:02 pm
Delivered, Left with Individual
DESTIN, FL 32541
Your item was delivered to an individual at the address at 1:02 pm on June 17, 2022 in DESTIN, FL 32541.

June 17, 2022, 2:58 am
Departed USPS Regional Destination Facility
PENSACOLA FL PROCESSING CENTER

June 15, 2022, 1:21 pm

Arrived at USPS Regional Destination Facility
PENSACOLA FL PROCESSING CENTER

June 14, 2022, 8:32 pm
Departed USPS Regional Facility
GREENSBORO NC DISTRIBUTION CENTER

June 14, 2022, 12:05 am
Arrived at USPS Regional Origin Facility
GREENSBORO NC DISTRIBUTION CENTER

June 13, 2022, 4:31 pm
Departed Post Office
WEST END, NC 27376

June 13, 2022, 1:00 pm
USPS in possession of item
WEST END, NC 27376

Feedback

USPS Tracking Plus® ⌄

Product Information ⌄

See Less ^

Can't find what you're looking for?

Go to our FAQs section to find answers to your tracking questions.

FAQs

Check Availability Save

Destin, FL

Presented by: April Pierce, Agent with Newcastle Property Management

NEW

Call Leasing Agent
Cassidy
850.424-7403.

Avg Utilities

Electric $150.00
Water, Trash - Included
Sewer

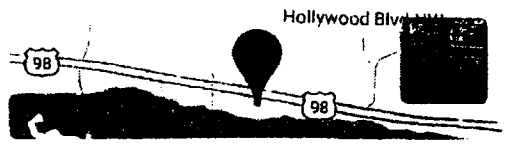
$150.00

For Rent

Get Moving Quotes

$1,850 /mo

2 bed 2 bath 1,030 sqft



308 SW Miracle Strip Pkwy Unit 30A

308 SW Miracle Strip Pkwy Unit 30A, Fort Walton Beach, FL 32548 Add a commute

Property Type	Condos
Pets	Check pet policy
Last updated	1 week ago
Availability	Check availability

BEAUTIFUL views of the Inter Coastal Waterways! Don't miss out on this elegant 2 bedroom, 2 bath ground unit located in Fountainhead Condominium. Less than 15 minuets to Destin and Hurlburt Field AFB! Features include: Tile & vinyl plank flooring throughout, stainless steel appliances, and granite countertops in kitchen. No washer & dryer in the unit. Amenities include a large community pool, rec room, 24hr laundry, tennis court, boat slips, dock, and meeting rooms. Water, trash, and sewer is included. Schedule your showing

Other Property Info

- Source Listing Status: Active
- County: Okaloosa
- Directions: Going West of Ft Walton Beach on Highway 98 just past Memorial take a left into Fountainhead- Building #30, Unit "A"
- Restrictions: Lease Required
- Source Property Type: Condominium
- Area: 12 - Fort Walton Beach
- Property Subtype: condo
- Source Neighborhood: FOUNTAINHEAD CONDO
- Subdivision: FOUNTAINHEAD CONDO
- Zoning: Resid Multi-Family
- Source System Name: C2C

Building and Construction

- Total Square Feet Living: 1030
- Building Exterior Type: Siding Vinyl, Trim Vinyl
- Levels or Stories: 1.0

Home Features

- Energy: AC - Central Elect, Heat Cntrl Electric, Water Heater - Elect

Find out more about this rental

[redacted]

SEE LESS

Fees & terms

City of Destin – Destin Crosstown Connector
608 Sandalwood Drive – George E. O'Brian, IV

SUMMARY WORKSHEET

Actual Rent plus utilities for Comparable rental	$ 2,000.00/month
Actual Rent plus utilities for Subject	$ 1,100.00/month
Rent Supplement (up to)	**$ 900.00/month**
X 42 months	**$ 37,800.00**

LEASE AGREEMENT

THIS AGREEMENT, entered into this 1st day of January 2022 between George & Darla O'Brian hereinafter called the Lessor, and George O'Brian IV, hereinafter called the Lessee.

WITNESSETH, That in consideration of the covenants herein contained, on the part of the said Lessee to be kept and performed, the said Lessor does hereby demise and lease to the said Lessee that certain property:

Two story townhome located at 608 Sandalwood Drive, Destin FL 32541

To hold the said premises hereby devised unto the said Lessee from the 1st day of January 2022 to the 31st day of December 2022, the said Lessee paying therefor the rent of One thousand one hundred ($1,100) Dollars. Monthly rent is to be paid as follows:
Due on the 1st day of each month, check or money order paid to Cash Flow 101, LLC

The Lessor covenant with the Lessee that the Lessee paying the rent when due as aforesaid, shall peaceably and quietly use, occupy and possess the said premises for the full term of the lease without let, hindrance, eviction, molestation or interruption whatever, except as provided below, and the said Lessee covenants with the Lessor:

1. To pay said rent herein before reserved at the time at which the same is made payable.

3. Not to suffer or commit any waste of the premises, nor make any unlawful, improper or offensive use of the same.

4. Not to assign this lease or underlet the said premises or any part thereof without the previous consent of the said Lessor being first obtained in writing.

5. That this lease shall terminate when the Lessee vacates the said premises providing all payments have been made hereunder or a sub-lease agreement has been executed.

6. At the termination of said tenancy to quietly yield up the said buildings and grounds in as good and tenantable condition in all respects (reasonable wear and use and damage by fire and other unavoidable causes excepted) as the same now are.

7. The Lessee has no authority to make any alterations to the premises or to incur any debt or make any charge against the Lessor or create any lien upon the leased property for any work done or materials furnished without the express consent of the Lessor in writing.

8. Additional agreements:

a) No smoking or vaping inside the property

b) No painting or modifications to property unless approved in writing by the Lessor

c) Property will be cleaned by lessee when vacating

d) No pets allowed

e) Lessee will provide 30 day notice (in writing) if vacating the property at the end of the lease

IT IS HEREBY AGREED that all expenses in connection with upkeep of the grounds will be paid for by the Lessee

PROVIDED ALWAYS that in the event of any breach of the covenants and agreements herein contained by either the Lessor or Lessee, if such breach is not cured within fifteen (15) days after due notice is given of such breach, then the aggrieved party may, at his option, declare this lease void and immediately terminate same. In the event that the rent herby reserved, or an part thereof shall be in arrears, the Lessor may declare this lease terminated and enter upon and take possession of said premises and expel the occupant thereof without in anywise being a trespasser.

PROVIDED ALWAYS that if the premises or any part thereof shall at any time during the said term be destroyed or rendered uninhabitable by fire or storm or any other cause outside the control of the Lessee, then the payment of the rent hereby reserved, or a proportionate part thereof, according to the extent of the damage incurred, shall be suspended until the premises shall have been reinstated and rendered fit for habitation. Provided, however, that if the premises are not rendered habitable within a period of thirty (30) days then the Lessee may, at his option, declare the lease null and void and vacate the premises permanently with no further obligations under the terms of this lease.

WITNESSE OUR HANDS AND SEALS, in triplicate, on the day and year first above written. Signed, Sealed, and Delivered in the presence of:

Darla O'Brian 1/1/22

Lessor Date

STANDARD LEASE AGREEMENT

This Agreement executed on 8/7/2022 by and between: The individuals known as Christy Barnes & George E O'Brian IV, the Tenant(s) may also use the address for any notice, hereinafter known as the "Landlord", AND Individual(s) known as
Tenant George O'Brian IV
Tenant_____
Tenant_____
Tenant_____
hereinafter known as the "Tenant(s)" agree to the following:

OFFER TO RENT: The Landlord hereby rents to the Tenant(s), subject to the following terms and conditions of this Agreement, a single-family home with the address of 2230 Janet St Navarre FL 32566, consisting of 2 bathroom(s) and 3 bedroom(s) hereinafter known as the "Premises". The Landlord may also use the address for notices sent to the Tenant(s). Tenant(s) shall pay the Landlord in equal monthly installments of: $2,000.00 Dollars), hereinafter known as the "Rent".
PURPOSE: The Tenant(s) and any Occupant(s) may only use the Premises as a residential dwelling. It may not be used for storage, manufacturing of any type of food or product, professional service(s), or for any commercial use unless otherwise stated in this Agreement.
FURNISHINGS: The Premises is not furnished.
APPLIANCES: The Landlord shall provide the following appliances: Dishwasher, Fan(s), Hot Water Heater, HVAC, Microwave, Oven(s), Refrigerator, and Stove(s). All other appliances to be provided by the Tenant(s). Any damage to the Landlord's appliances shall be the liability of the Tenant(s), reasonable wear-and-tear excepted, to be billed directly or less the Security Deposit.
LEASE TERM: This Agreement shall be a fixed-period arrangement beginning on: 8/15/2022
And ending: 8/15/2023 ,with the Tenant(s) being required to move-out at the end of the Lease Term if a new Lease Agreement is not authorized.

1. RENT: The monthly rent, in the amount set forth above, is due in advance on or before the **1st of each month by 12pm**, by payment of Check Or Bank Deposit @ Eglin Federal Credit Union. In the event that any rent payment is not paid to Landlord by the 1st day of the month, Tenant shall pay to Landlord, in addition to the rent and any other charge due hereunder, a late charge in the amount of **$50.00**, plus an additional charge of **$5.00** per day for each day thereafter, which late charge and additional charge shall be deemed additional rent, until the rent and late charge(s) are fully paid. Payment or receipt of a rental payment of less than the full amount due shall be deemed to be nothing more than partial payment on that month's account. Under no circumstances shall Landlord's acceptance of a partial payment constitute accord and satisfaction, nor forfeit Landlord's right to collect the balance due on the account, despite any endorsement, stipulation, or other statement on any check of monetary instrument. If any check for rent is returned to the Landlord or its agent for non-sufficient funds or other reason, late charges will continue until rent is actually paid by Tenant(s). Further, Tenant(s) must pay Landlord a service charge of **$50.00**, plus any other charges and penalties provided by Florida law, plus any accrued late charge(s), as additional rent.

Tenant Initials: GEOI Tenant Initials: _____ Tenant Initials: _____

Tenant Initials: _____

Owner/Agent Initials: CB

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If two of Tenant's payments are dishonored, Tenant(s) must pay all future rent, late charges, and all other amounts due to Landlord under this Lease by cashier's check or money order. Landlord is not required to redeposit a dishonored check. All payments, at Landlord's option, may first be applied to any prior outstanding balance owed by Tenant(s) to Landlord under this Lease, then any current balance due. All sums due from Tenant(s) to Landlord under this Lease, or the Lease Rules, Regulations and Policies, or any addendum, whether or not expressly described as such, shall be considered rent.

Notwithstanding anything in this Lease to the contrary, if, from any circumstances whatsoever, fulfillment of any provision of this Lease at the time performance of said provision shall be due shall involve transcending the limit of validity prescribed by the usury laws of the State of Florida or any other law of the State of Florida as preempted and prescribed from time to time by the laws of the United States of America or any rule or regulation of any department or agency thereof, then ipso facto the obligation to be fulfilled shall be reduced to the limit of such validity so that in no event shall exaction be possible under this Lease in excess of the limit of such validity and if under any circumstances whatsoever charges or fees deemed to be in the nature of interest in excess of the limit of such validity will have been paid by Tenant(s) in connection with this Lease, such excess shall be applied by Landlord to any unpaid rent under this Lease or refunded to Tenant(s), the manner of handling such excess to be at Landlord's election, and/or in case any such excess charges or fees has accrued, the Landlord shall eliminate such excess so that under no circumstances shall charges or fees on account of this Lease exceed the maximum rate allowed by the laws of the State of Florida as preempted and prescribed from time to time by the laws of the United States of America or any rule or regulation of any department or agency thereof.

2. CONDITION OF PREMISES: Tenant(s) agrees that he/she has examined the leased premises prior to signing this Lease and agrees that the leased premises is in clean, good and working condition. Tenant(s) shall keep and maintain, and cause its occupant(s) and guest(s) to keep and maintain, the leased premises in good condition, ordinary wear and tear excepted. Tenant(s) shall quit and surrender the leased premises at the end of the lease term in as good condition as existed at the beginning of the lease term, ordinary wear and tear excepted. Tenant(s) shall not make any alterations, additions or improvements in the leased premises without the prior written consent of Landlord, which consent may be withheld at Landlord's sole discretion. Any alterations, additions, or improvements, which may have been made by Tenant(s) shall be the property of Landlord and shall remain upon the leased premises at the termination of this Lease. Tenant(s) shall not install dishwashers, air conditioners, aerials or other appliances or similar equipment without the prior written consent of Landlord, which consent may be withheld at Landlord's sole discretion.

3. PRE-PAYMENT: The Landlord shall not require any pre-payment of rent by the Tenant(s).

4. PRORATION PERIOD: The Tenant(s) will not move into the Premises before the start of the Lease Term.

5. SECURITY DEPOSIT: A Security Deposit in the amount of $ 1,500.00 (US Dollars) shall be required by the Tenant(s) at the execution of this Agreement to the Landlord for the faithful performance of all the terms and conditions. Tenant(s) may not unilaterally apply the security deposit toward any unpaid rent, late charge, or other amount owed to Landlord during the lease term. Tenant's liability to Landlord under this Lease and/or Florida law is in no way limited by the amount of the security deposit. Pursuant to Florida Law, the following information is provided to Tenant(s): The Security Deposit is to be returned to the Tenant(s) within 15 days after this Agreement has terminated, less any damage charges and without interest. If the Landlord makes any deductions from the Security Deposit, the allowed time-frame to return the funds shall extend to thirty (30) days after this Agreement has terminated per Florida law. The Security Deposit shall not be credited towards rent unless the Landlord gives their written consent. The Landlord agrees to give the Tenant(s) a receipt in accordance with § 83.49 for their Security Deposit. This Agreement requires payment of certain deposits. The Landlord may transfer advance rents to the Landlord's account as they are due and without notice. When the Tenant(s) move out, the Tenant(s) must give the Landlord their new address so that the Landlord can send the Tenant(s)notices regarding their deposit. The Landlord must mail the Tenant(s) notice, within thirty (30) days after move out, of

Tenant Initials: GEOI Tenant Initials: _____ Tenant Initials: _____

Tenant Initials: _____ Owner/Agent Initials: CB

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the Landlord's intent to impose a claim against the deposit. If the Tenant(s) do not reply to the Landlord stating their Tenant(s) fail to timely object to a claim, the Landlord may collect from the deposit, but the Tenant(s) may later file a lawsuit claiming a refund. The Tenant(s) should attempt to informally resolve any dispute before filing a lawsuit. Generally, the party in whose favor a judgment is rendered will be awarded the costs and attorney fees objection to the claim within fifteen (15) days after receipt of the Landlord's notice, the Landlord will collect the claim and must mail the Tenant(s) the remaining deposit, if any. If the Landlord fails to timely mail the Tenant(s) notice, the Landlord must return the deposit but may later file a lawsuit against the Tenant(s) for damages. If the payable by the losing party. This disclosure is basic but required by the State of Florida. Please refer to Part II of Chapter 83, Florida Statutes, to determine the Tenant(s) legal rights and obligations.

6. POSSESSION: Tenant(s) has examined the condition of the Premises and by taking possession acknowledges that they have accepted the Premises in good order and in its current condition except as herein otherwise stated. Failure of the Landlord to deliver possession of the Premises at the start of the Lease Term to the Tenant(s) shall terminate this Agreement at the option of the Tenant(s).

Furthermore, under such failure to deliver possession by the Landlord, and if the Tenant(s) cancels this Agreement, the Security Deposit (if any) shall be returned to the Tenant(s) along with any other pre-paid rent, fees, including if the Tenant(s) paid a fee during the application process before the execution of this Agreement.

7. ACCESS: Upon the beginning of the Proration Period or the start of the Lease Term, whichever is earlier, the Landlord agrees to give access to the Tenant(s) in the form of keys, fobs, cards, or any type of keyless security entry as needed to enter the common areas and the Premises. Duplicate copies of the access provided may only be authorized under the consent of the Landlord and, if any replacements are needed, the Landlord may provide them for a fee. At the end of this Agreement all access provided to the Tenant(s) shall be returned to the Landlord or a fee will be charged to the Tenant(s) or the fee will be subtracted from the Security Deposit.

8. MOVE-IN INSPECTION: Before, at the time of the Tenant(s) accepting possession, or shortly thereafter, the Landlord and Tenant(s) shall perform an inspection documenting the present condition of all appliances, fixtures, furniture, and any existing damage within the Premises.

9. SUBLETTING: The Tenant(s) shall not have the right to sub-let the Premises or any part thereof without the prior written consent of the Landlord. If consent is granted by the Landlord, the Tenant(s) will be responsible for all actions and liabilities of the Sublessee including but not limited to: damage to the Premises, non-payment of rent, and any eviction process (In the event of an eviction the Tenant(s) shall be responsible for all court filing fee(s), representation, and any other fee(s) associated with removing the Sublessee). The consent by the Landlord to one sub-let shall not be deemed to be consent to any subsequent subletting.

10. ABANDONMENT: If the Tenant(s) vacates or abandons the property for a time-period that is the minimum set by State law or fifteen (15) days, whichever is less, the Landlord shall have the right to terminate this Agreement immediately and remove all belongings including any personal property off of the Premises. If the Tenant(s) vacates or abandons the property, the Landlord shall immediately have the right to terminate this Agreement. In the event Tenant(s) abandons the leased premises, Tenant(s) hereby acknowledges that it is also abandoning all personal property remaining at the leased premises and authorizes Landlord to dispose of said property as Landlord deems appropriate, in Landlord's sole discretion, including, but not limited to, hauling the personal property to the nearest public right-of-way. Tenant's possession of the leased premises, but does not affect Tenant's obligations under this Lease.

11. ASSIGNMENT: Tenant(s) shall not assign this Lease without the prior written consent of the Landlord. The consent by the Landlord to one assignment shall not be deemed to be consent to any subsequent assignment. In the event Tenant(s) abandons the leased premises, Tenant(s) hereby acknowledges that it is also abandoning all personal property remaining at the leased premises and authorizes Landlord to dispose of said property as Landlord deems appropriate, in Landlord's sole discretion, including, but not limited to, hauling the personal

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to the nearest public right-of-way.

12. RULES, REGULATIONS AND POLICIES: Tenant(s) and all occupant(s) and guest(s) shall comply with all rules, regulations and policies now in effect or adopted by Landlord at any time hereafter during the term of this Lease, regarding matters; including, but not limited to, the house community as a whole and the leased premises. The foregoing rules, regulations and policies shall be incorporated herein by reference to this Lease as additional terms, conditions and provisions to the same as if originally stated in this Lease. Landlord shall have the authority to amend, at its sole discretion, any or all such rules, regulations and policies by delivering written notice of such amendments to the Tenant(s).

13. PARKING: Tenant(s) agrees to comply, cause its occupant(s) and guest(s) to comply, with all signs, notices, rules and policies posted on or around the residential community relating to driving, parking, storage and use and maintenance of vehicles. Tenant(s) and occupant(s) must register their vehicle(s) with the Landlord. As used herein, the term "vehicle" shall include, but not be limited to, car, truck, sports utility vehicle, jeep, ATV, motorcycle, trailer, camper, boat or other recreational vehicle of any kind. The Landlord shall provide the Tenant(s) 4 Parking Spaces. The Landlord shall not charge a fee for any parking provided for the vehicle(s). The Parking Space(s) can be described as: Two car garage and private driveway. The Tenant(s) or any guest(s) of Tenant(s) or occupant (s) **shall not park on the road, grass or any other location.**

The following are strictly prohibited:

a. Vehicles; including, but not limited to, motorcycles or mopeds being parked or stored in an house, common area, hallway, patio/balcony, sidewalk or walkway of any kind.

b. Parking in an area designated as a fire lane, "no parking" area or a designated reserved area.

c. Parking in a grass or landscaped area.

d. Obstructing a driveway.

e. Storage of vehicles of any kind without the prior written permission of Landlord, which permission may be withheld at Landlord's sole discretion.

f. Car washing, oil changes and mechanical work on vehicles are to be properly cleaned up.

g. Trailers, camper, boat or other recreational vehicle must be parked behind fence out of plain sight.

All vehicles that fail to comply with Landlord's rules may be towed at the vehicle owner or Tenant's expense after 3rd violation. Acceptance of the parking privileges described herein constitutes an agreement by Tenant (a) to comply with all applicable traffic rules and regulations, and (b) that any vehicle parked, operated, or driven on or around the residential community shall be solely at the risk of Tenant(s) or its occupant(s) or guest(s) and Landlord shall not be liable for any loss or damage whatsoever.

14. RIGHT OF ENTRY: The Landlord shall have the right to enter the Premises during normal working hours by providing at least twelve (12) hours notice oral or written in order for inspection, make necessary repairs, alterations or improvements, to supply services as agreed or for any reasonable purpose. The Landlord may exhibit the Premises to prospective purchasers, mortgagees, or lessees upon reasonable notice.

15. LOCKS: Tenant shall not alter, replace or add locks, bolts or any other attachments (example, knockers), to any door without the Landlord's prior written consent. In the event that Landlord consents to any changed or new lock(s) or any attachments, then the same shall become the immediate property of Landlord and shall not be removed by Tenant, and Tenant shall promptly provide Landlord with a key to such lock(s). Upon vacating the leased premises, Tenant shall return to Landlord all the keys/FOBs to the leased premises, mailbox, recreational facilities (if applicable) or amenities (if applicable) and access gate (if applicable).

16. SALE OF PROPERTY: If the Premises is sold, the Tenant(s) is to be notified of the new Owner, and if there is a new Manager, their contact details for repairs and maintenance shall be forwarded. If the Premises is conveyed to another party, the new owner shall not have the right to terminate this Agreement and it shall continue under the terms and conditions agreed upon by the Landlord and Tenant(s).

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17. OCCUPANCY: The house is to be occupied solely as a residential dwelling by tenant and those persons listed as occupants on the Lease. Persons not named in the Lease, as tenants or occupants, are not allowed to occupy the house.

18. UTILITIES: The Landlord agrees to pay for the following utilities and services: Electric, Water & Trash $300.00 Tenant(s) is responsible for all other utilities. Please see Utilities Addendum.

19. SATELLITE DISH OR ANTENNA: Satellite dishes and antennas may not be installed. In the event Tenant(s) fails to sign the required addendum and comply therewith prior to installing the satellite dish or antenna, Landlord reserves the right to remove, at Tenant's expense, the satellite dish or antenna and restore the condition of the leased premises.

20. MAINTENANCE, REPAIRS, OR ALTERATIONS: The Tenant(s) shall, at their own expense and at all times, maintain premises in a clean and sanitary manner, and shall surrender the same at termination hereof, in as good condition as received, normal wear and tear excepted. The Tenant(s) may not make any alterations to the leased premises without the consent in writing of the Landlord. The Landlord shall be responsible for repairs to the interior and exterior of the building. Window blinds provided by the Landlord must be used. No signs, signal illuminations, non-approved drapery, window tint, foil, awnings, aerial or wiring, or other equipment shall be exhibited, affixed or exposed on or at any window, door, roof or on any part of the outside of the house or community without the prior written consent of the Landlord. Tenant(s) will not repaint, change or alter any part of the leased premises. Tenant(s) may hang pictures, mirrors or other items with finishing nails. The use of adhesives or bolts is strictly prohibited (**MOUNTING OF TELEVISION(s) IS STRICTLY PROHIBITED**). Holiday décor does **NOT** require written permission but must not damage the structure and be **removed within 30 days** of the end of the holiday. Dehumidifier unit and/or air conditioning unit, the Landlord makes no warranty as to the repair or replacement of units if one or all shall fail to operate. The Landlord will place fresh batteries in all battery-operated smoke detectors when the Tenant(s) moves into the premises. After the initial placement of the fresh batteries, it is the responsibility of the Tenant(s) to replace batteries when needed. The Landlord will provide all LED light bulbs. After the initial placement of the bulbs it is the responsibility of the Tenant(s) to replace with a LED bulb when needed. A new HVAC Filter will be provided and good for 3 months per manufactory. After initial filter install it is the Tenant(s) responsibility to replace. An annual "cursory" inspection may be required for all fire extinguishers to make sure they are fully charged.

* Tenants shall maintain exclusive control over all exterior portions of the premises and shall be solely responsible for all maintenance of lawns, vegetation and landscaping. Tenants shall maintain the yard in substantially the same condition as the yard was at the commencement of the original rental agreement, including but not limited to weeding, watering and mowing the lawn and any other areas of the yard as necessary to maintain such condition. If this condition is not met landlord may, after notice and an opportunity to cure, hire a landscaping contractor to correct the deficiency at tenants expense. Tenants agree to pay such charges in full on demand. If there is a sprinkler system, tenants agree to keep the watering schedule as determined by landlord and in accordance with any local water restrictions.

21. HOUSE IS AS-IS; FIXTURES AND APPLIANCES: Tenant(s) accepts the house, and all fixtures and appliances located therein, in AS-IS condition except for conditions that materially affect the health or safety of ordinary persons. Tenant(s) is responsible for closing all windows, turning off all electrical appliances and water faucets, and locking the door and windows prior to leaving the house. Plumbing fixtures shall be used only for the purpose for which they were designed. Tenant(s) shall not interfere in any manner with the plumbing fixtures, electrical wiring, heating or air conditioning, lighting, or utilities or telecommunication devices in or around the leased premises or the residential community.

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22. EARLY TERMINATION: The Tenant(s) may not be able to cancel this Agreement unless the Tenant is a victim of Domestic Violence, in such case, the Tenant may be able to cancel in accordance with any local, state, or federal laws. OFFER OF LIQUIDATED DAMAGES/EARLY TERMINATION FEE IN THE EVENT OF AN EARLY TERMINATION OF LEASE. Landlord hereby offers to Tenant the option of agreeing to liquidated damages / early termination fee in the event Tenant vacates his/her house prior to the end of Tenant's Lease term:

Option A: [ ] I agree to pay $_____ (an amount that does not exceed 2 months' rent) as liquidated damages or an early termination fee if I elect to terminate the Lease, and the Landlord waives the right to seek additional rent beyond the month in which the Landlord retakes possession.

Option B: [ ] I do not agree to liquidated damages or an early termination fee, and I acknowledge that the Landlord may seek damages pursuant to the Lease and/or applicable law.

In the event that Tenant desires to terminate his/her/their Lease prior to the end of the lease term, Tenant(s) must fully comply with the following: A. Tenant(s) must provide Landlord written notice, delivered to Landlord, no less than 60 days prior to the date of the lease termination, stating (i) Tenant's desire to terminate his/her/their lease prior to the end of the lease term and (ii) the date upon which Tenant's lease shall terminate. B. The date of the lease termination must be at the end of a calendar month. C. Tenant(s) must pay all rent and other charges due to the Landlord through the date of the lease termination, and charges for damages to the house. D. Tenant(s) must also pay the early termination fee set forth in Option A above. E. Upon an early termination of the Lease, Tenant(s) shall peacefully surrender his/her/their house and turn in all keys and FOBs (if any) to Landlord's leasing office.

23. PETS: The Tenant(s) shall not be allowed to have pets on the Premises or common areas except those that are necessary for individuals with disabilities unless written approval is given by Landlord. Please see No Pet/**Pet Addendum**.

24. ANIMALS: No dogs, cats, birds or other animals shall be kept, even temporarily, in or upon the leased premises or on or around the residential community without the prior written permission of Landlord. In the event that Tenant(s) keeps an animal in violation of this section, Landlord shall be entitled to receive from Tenant(s), in addition to all other remedies available to Landlord, the amount of $_____a day for each animal until the animal is removed or the Tenant's eviction is completed. In the event that Landlord approves, in writing, an animal to reside in the leased premises, the Tenant(s) and its occupants and guests must at all times adhere to the pet policies of Landlord; including, but not limited to, the policy that animals may only urinate or defecate within certain designated areas of the house community and the defecation must be immediately removed and disposed. Tenant shall be charged $_____ per occurrence for failure to properly dispose of any defecation.

25. LITTERING: Littering on grounds/parking lots is not permitted. Tenant(s) will be charged a minimum of $_____per occurrence for littering committed or caused by Tenant(s) or his/her/their occupant(s) or guests.

26. NOISE/WASTE: The Tenant(s) agrees not to commit waste on the premises, maintain, or permit to be maintained, a nuisance thereon, or use, or permit the premises to be used, in an unlawful manner. The Tenant(s) further agrees to abide by any and all local, county, and State noise ordinances.

27. USE AND TRESPASSING: The leased premises are for residential use only. Without limiting the foregoing, the Tenant(s) shall not operate a business or commercial enterprise or conduct any business or commercial activities whatsoever in or from the leased premises. The leased premises will be occupied only by the Tenant(s) and occupants specifically identified on Page 1 of this Lease. No other individuals will be allowed to occupy the leased premises without the prior written consent of Landlord, which consent may be withheld at Landlord's sole discretion. Without limiting the foregoing, any prior tenant or occupant of an house at the house community whose possessory interest or leasehold interest was terminated by Landlord, any trespasser, any individual that the police, Landlord or Landlord's agents have removed or directed to leave the house community and/or any other individual whose presence on or around the house community is unauthorized ("Terminated Person") shall not be permitted to return to the house community as a tenant or guest without the prior written consent of Landlord, which consent may be withheld at Landlord's sole discretion. Without limiting the foregoing, a Terminated Person shall not be permitted to stay in any house at the residential

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community or visit the residential community for any other reason and shall be considered unauthorized and any Tenant(s) and/or occupants that permits the presence of a Terminated Person or unauthorized person shall be in material violation of this Lease. In the event that the residential community has any common areas, laundry rooms, pool, fitness center, business center, playground, picnic or other recreational facilities or amenities, Tenant(s) acknowledges and agrees that (a) the use of the same is a privilege and not a contractual right, (b) this privilege is conditioned on Tenant and Tenant's occupants and guests strict compliance of all rules, regulations, and policies as well as all posted signs or notices pertaining thereto, (c) these recreational facilities and amenities may be changed, conditioned or restricted and this privilege may be revoked or suspended by Landlord at any time in accordance with applicable law, (d) without limiting anything contained herein, any misuse or abuse of these recreational facilities and amenities is a material violation of this Lease,(e) Tenant and Tenant's occupants and guests assume all risks, dangers and hazards related to or connected with use of any recreational facilities and amenities, and (f) Tenant and Tenant's occupants and guests waive and release all claims and indemnify Landlord, and each of its respective successors, assigns, officers, directors, shareholders, managers, members, general partners, limited partners, employees, representatives, management companies, servants, agents, contractors and/or affiliates, from any and all claims for injury, death and any damages or losses of any kind related to or connected with Tenant or Tenant's occupant(s) and guest(s)' use of
any recreational facilities and amenities. **IT IS STRONGLY RECOMMENDED THAT TENANT OBTAIN LIABILITY AND CASUALTY INSURANCE TO PROTECT TENANT AND TENANT'S OCCUPANTS AND GUESTS, AND THE PROPERTY BELONGING TO SUCH PERSONS. TENANT IRREFUTABLY AGREES THAT FAILURE TO MAINTAIN LIABILITY AND CASUALTY INSURANCE SHALL IN NO WAY LIMIT THE LIABILITY OF TENANT(s) UNDER THIS LEASE.**

28. GUESTS: There shall be no other persons living on the Premises other than the Tenant(s) and any Occupant(s). Guests of the Tenant(s) are allowed for periods not lasting for more than 1 week unless otherwise approved by the Landlord.

29. SMOKING POLICY: ALL RENTAL HOMES ARE SMOKE FREE UNLESS OTHERWISE NOTED. Smoking on the Premises is prohibited in the house.

1. This is a non-smoking residence. No smoking, including medical marijuana, inside the home or on the Premise is permitted.
2. Consuming medical marijuana with a vaporizer or in cannabis edibles, tonics, or concentrates is also NOT permitted on the premise.
3. No recreational or medical marijuana may be grown or consumed on the Premises by the Tenant(s) or guest(s). Doing so will be a breach of this Lease Agreement.

30. COMPLIANCE WITH LAW: The Tenant(s) agrees that during the term of the Agreement, to promptly comply with any present and future laws, ordinances, orders, rules, regulations, and requirements of the Federal, State, County, City, and Municipal government or any of their departments, bureaus, boards, commissions and officials thereof with respect to the premises, or the use or occupancy thereof, whether said compliance shall be ordered or directed to or against the Tenant(s), the Landlord, or both.

31. DISCLOSURE RIGHTS: Tenant(s) acknowledges and agrees that if someone requests information on you or your rental history for law enforcement, governmental or business purposes, we may provide it.

32. TAKING: If all or any portion of the leased premises shall be taken by a governmental or quasi-governmental authority ("Authority"), then this Lease shall no longer apply to the portion of the leased premises so taken. Landlord or Tenant(s) shall have the right to terminate this Lease only if the taking by the Authority shall have resulted in the leased premises no longer being able to be used as a habitable dwelling. A taking of any of the common areas or recreational facilities of the house community shall not affect this Lease. Landlord shall

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have the right to all damages or monies awarded by the Authority relating to or connected with any taking.

33. BREACH OR DEFAULT: If Tenant(s) and/or its occupant(s) or guest(s) fail to comply with (a) any of the material provisions of this Lease (other than the covenant to pay rent), (b) any material provisions of the rules, regulations and policies of Landlord currently in effect, or (c) any duties imposed on Tenant by statute, then within seven (7) days after delivery of written notice by Landlord to Tenant(s) specifying the material non-compliance and indicating the intention of Landlord to terminate the Lease by reason thereof, Tenant(s) and any occupants shall surrender the leased premises to Landlord. This Lease shall be deemed automatically terminated, without further notice to Tenant, on the 7th day after delivery of such notice. If Tenant fails to pay rent when due, and the default continues for a period of three (3) days (excluding Saturday, Sunday and legal holidays) after the delivery of a 3-Day Notice from Landlord regarding such default, then Landlord may, at Landlord's sole discretion, exercise any and all rights and remedies available to Landlord under this Lease or at law or in equity; including, the termination of this Lease, without further notice to Tenant. Without limiting the foregoing, Tenant(s) shall be liable to Landlord for Landlord's reasonable costs of enforcing this Lease; including, but not limited to, court cost and expenses, collection costs and reasonable attorney's fees and costs, and Landlord reserves the right to report any unpaid amounts under this Lease to credit agencies. The Landlord's termination of this lease pursuant to this section shall not release Tenant(s) from liability for rent or other obligations under this Lease. Landlord's rights and remedies set forth in this Lease shall be cumulative in nature and not exclusive of any other right or remedy allowed by law.

34. MULTIPLE TENANT(S) OR OCCUPANT(S): Each individual that is considered a Tenant(s) is jointly and individually liable for all of this Agreement's obligations, including but not limited to rent monies. If any Tenant(s), guest, or Occupant(s) violates this Agreement, the Tenant(s) is considered to have violated this Agreement. Landlord's requests and notices to the Tenant(s) or any of the Occupant(s) of legal age constitutes notice to the Tenant(s). Notices and requests from the Tenant(s) or any one of the Occupant(s) (including repair requests and entry permissions) constitutes notice from the Tenant(s). In eviction suits, the Tenant(s) is considered the agent of the Premise for the service of process.

35. DISPUTES: If a dispute arises during or after the term of this Agreement between the Landlord and Tenant(s), they shall agree to hold negotiations amongst themselves, in "good faith", before any litigation.

36. SEVERABILITY: If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

37. WAIVER OF JURY TRIAL: To the extent permitted by applicable law, Landlord and Tenant(s) hereby waive their right to a trial by jury.

38. NOTICES: All notices required to be given by Landlord to Tenant(s) shall be deemed delivered by any of the following methods: (a) leaving the same upon the leased premises, (b) depositing said notice in the U.S. Mail, (c) by delivering said notice using an overnight carrier, or (d) any such other method as agreed to by Landlord and Tenant(s). Notices to Tenant(s) constitute notice to Tenant's occupants and guests. All notices given by Tenant(s) to Landlord shall be given by certified mail with return receipt request. The only admissible evidence that notice has been given by Tenant(s) to Landlord shall be a certified return receipt signed by Landlord or its agent.

39. NON-WAIVER: The failure of Landlord to exercise any of its rights hereunder or insist upon strict performance of any terms, covenants or conditions of this Lease shall not be construed as a waiver of any such terms, covenants or conditions, and shall not preclude Landlord from the exercise of any such rights upon subsequent default or breach by Tenant(s). The acceptance of past due rent shall in no event act as a waiver of

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Landlord's rights to terminate this Lease for non-payment of rent when due, and no notice or demand shall be required for enforcement thereof.

40. SURRENDER OF PREMISES: The Tenant(s) has surrendered the Premises when (a) the move-out date has passed and no one is living in the Premise within the Landlord's reasonable judgment; or (b) Access to the Premise have been turned in to Landlord – whichever comes first. Upon the expiration of the term hereof, the Tenant(s) shall surrender the Premise in better or equal condition as it were at the commencement of this Agreement, reasonable use, wear and tear thereof, and damages by the elements excepted.

41. RETALIATION: The Landlord is prohibited from making any type of retaliatory acts against the Tenant(s) including but not limited to restricting access to the Premises, decreasing or cancelling services or utilities, failure to repair appliances or fixtures, or any other type of act that could be considered unjustified.

42. WAIVER: A Waiver by the Landlord for a breach of any covenant or duty by the Tenant(s), under this Agreement is not a waiver for a breach of any other covenant or duty by the Tenant(s), or of any subsequent breach of the same covenant or duty. No provision of this Agreement shall be considered waived unless such a waiver shall be expressed in writing as a formal amendment to this Agreement and executed by the Tenant(s) and Landlord.

46. EQUAL HOUSING: If the Tenant(s) possesses any mental or physical impairment, the Landlord shall provide reasonable modifications to the Premises unless the modifications would be too difficult or expensive for the Landlord to provide. Any impairment(s) of the Tenant(s) are encouraged to be provided and presented to the Landlord in writing in order to seek the most appropriate route for providing the modifications to the Premises.

47. SAFETY: Tenant(s) must exercise due care and take any measures necessary for his or her own and others' safety and security as well as the safety and security of his/her/their property. Tenant(s) understands and agrees that (a) Landlord does not provide security for the protection of a Tenant(s), Tenant's occupants or guests or their respective property, (b) any courtesy officer provided at the residential community is provided solely for the protection of the Landlord's property and the protection of such property during any disturbances at the house community, and (c) Tenant(s) is responsible for obtaining adequate insurance for the protection of the contents of Tenant's house. In the event of any suspicious behavior, violence, acts of a crime and/or emergencies, Tenant(s) must call 911 or law enforcement authorities/emergency medical services. It is also the Tenant's obligation to report, **IN WRITING**, to the Landlord any problem, defect, malfunction or failure of any windows, doors, locks and/or any repair needed to the same.

48. LOCKOUTS: Tenant(s) must utilize, at his or her expense, a professional locksmith in order to gain entry into the house. Tenant will be responsible for any damages to the property caused by the locksmith or forced entry. Landlord does not provide any lockout service.

49. FIREWORKS: The possession of any type of fireworks in not allowed on or around the leased premises or the residential community. Tenant(s) is solely responsible for all fines or penalties caused by the action or inaction of Tenant(s), or its occupant(s) or guests, in violation of any applicable law or ordinance related to or connected with fireworks or fire.

50. GRILLS: Any outdoor cooking or open flame device must be operated in designated areas at least ten (10) feet away from any building or structure. Outdoor cooking or open flame devices shall not be operated on any patio or balcony. Tenant(s) shall not store propane or gas on or around the leased premises. Tenant(s) is solely responsible for all fines or penalties caused by the action or inaction of Tenant(s), or its occupant(s) or guests, in violation of any applicable law or ordinance related to or connected with grills, propane tanks, gas and/or fire.

51. HAZARDOUS MATERIALS: The Tenant(s) agrees to not possess any type of personal property that could be considered a fire hazard such as a substance having flammable or explosive characteristics on the Premises. Items that are prohibited to be brought into the Premises, other than for everyday cooking or the need of an appliance, includes but is not limited to gas (compressed), gasoline, fuel, propane, kerosene, motor oil, fireworks, or any other related content in the form of a liquid, solid, or gas.

52. WATERBEDS: The Tenant(s) is not permitted to furnish the Premises with waterbeds.

Tenant Initials: GEOI Tenant Initials: _____ Tenant Initials: _____

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53. INDEMNIFICATION: The Landlord shall not be liable for any damage or injury to the Tenant(s), or any other person, or to any property, occurring on the Premises, or any part thereof, or in common areas thereof, and the Tenant(s) agrees to hold the Landlord harmless from any claims or damages unless caused solely by the Landlord's negligence. It is recommended that renter's insurance be purchased at the Tenant(s)'s expense.

54. COVENANTS: The covenants and conditions herein contained shall apply to and bind the heirs, legal representatives, and assigns of the parties hereto, and all covenants are to be construed as conditions of this Agreement.

55. CLEANLINESS AND ORDERLINESS: Tenant(s) shall maintain the leased premises in a clean and neat condition and shall at all times comply with all applicable laws, codes and ordinances. Tenant(s) shall properly maintain, use and operate all appliances and electrical, gas and plumbing fixtures. All trash, garbage and other debris shall be placed in dumpsters or receptacles provided by Landlord. No receptacles, vehicles, baby carriages, or other articles or obstructions shall be placed in the halls or other common areas or passageways. Tenant(s) shall keep its house and balcony or patio in a neat, clean and respectable condition.

55a.CLEANING: Upon move out, Tenant (s) is responsible for the cleaning of the entire leased premises. There is a deep cleaning fee that is NON-REFUNDABLE charge of $ 100.00. This includes, but is not limited, to cleaning the appliances, bathrooms, mitigating any odor and the removal of trash and furniture. Tenant(s) will be liable for additional cleaning charges in the event the house is not returned at the end of the Lease in clean condition. Landlord will conduct an inspection of the leased premises after move out. If Tenant(s) wishes to be present during this inspection, written notice must be received by Landlord in advance. If Tenant(s) has fulfilled the terms of the Lease and Landlord determines that the leased premises are clean, then no additional cleaning charge will be assessed. If Tenant has not fulfilled the terms of the Lease, Tenant(s) will be charged a cleaning charge of $ 100.00 and/or a removal fee of $ 100.00 .

56. TRASH: The trash receptacles, dumpsters and containers at the residential community are provided after Tenant's secures service (see Utilities Addendum) for non-hazardous trash or waste and recycling. Tenant(s) shall place all such trash in the dumpsters or recycling containers. Trash cannot be left outside the premises front door or in plain sight. Failure to comply with this policy will result in a $ 20.00 minimum charge per occurrence. The Landlord is not responsible for hauling away items such as discarded furniture. Boxes and cartons must be broken down before being placed in dumpsters or recycling bins.

57. PAINTING: Landlord expects the house's interior paint to last at least two years with only minor touch-ups. Upon move- out, Tenant will not be charged for touch-ups. If occupancy has been less than 12 months, and Landlord determines a full paint of the house is necessary, the Tenant will be charged for the full cost of the full-paint. If occupancy has been greater than 12 months, but less than 24 months, and Landlord determines a full-paint of the house is necessary, the Tenant will be charged half the cost of the full-paint. Extra painting, priming, or cleaning for removal of smoke damage, grease or items will be charged at actual cost. The decision to touch-up or paint all or a portion of the house is at the sole discretion of the Landlord.

58. POWER OUTAGES: In the event of a power outage, the use of candles or other flammables is strictly prohibited. Smoke detectors are equipped with battery back-ups will operate without electricity. Extreme caution if necessary.

59. PREMISES DEEMED UNINHABITABLE: If the Property is deemed uninhabitable due to damage beyond reasonable repair the Tenant(s) will be able to terminate this Agreement by written notice to the Landlord. If said damage was due to the negligence of the Tenant(s), the Tenant(s) shall be liable to the Landlord for all repairs and for the loss of income due to restoring the Premises back to a livable condition in addition to any other losses that can be proved by the Landlord.

Tenant Initials: GEOI Tenant Initials: _____ Tenant Initials: _____

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60. QUIET HOURS AND PROHIBITED CONDUCT: Quiet hours for this residential community are between 10:00 p.m. and 7:00 a.m. During such time, no noise should be heard outside of the leased premises. Tenant(s) agrees not to (a) engage or generate, or allow anyone else to engage or generate, excessive noise or any unlawful activity or other activity in the leased premises, or on or around the house community, which may disturb the peace and quiet of other tenants and their occupants and guests as well as employees and vendors performing services at the residential community or disrupt Landlord's business operations, and/or (b) solicit, congregate, lounge, and/or loiter on or around the house community or remain in one place on or around the house community with no apparent purpose and/or allow, cause or encourage anyone else to do the same. Without limiting the foregoing, Tenant(s) acknowledges that the following shall disturb the peace and quiet of other tenants and their occupants and guests, employees and vendors performing services at the residential community and/or to the Landlord's business operations and shall constitute a material default under this Lease: (a) that any of the following on or near the residential community: (i) abusive, loud, obnoxious, profane or threatening conduct or language, (ii) the discharge of a firearm, (iii) the brandishing or display of a weapon in a manner that threatens others, (iv) the tampering with utilities or telecommunications, (v) the manufacturing, delivering, possessing of a controlled substance or drug paraphernalia, (vi) bringing hazardous substances into the leased premises or the house community and (vii) harassing or threatening conduct or language, and (b) making bad faith allegations against Landlord to others in order to injure Landlord's reputation. Tenant(s) understands that he/she is responsible for the conduct of Tenant's occupants and guests and that the conduct of Tenant's occupants or guests shall be attributable to Tenant(s) and may constitute a violation of the terms of this Lease. Tenant(s) further agrees that Tenant shall be liable for any injury or damage done to the leased premises, the building and common areas of the residential community in which the leased premises is located, or the common areas of the residential community caused by Tenant(s) and/or Tenant's occupants or guests. In the event that Tenant(s) and/or its occupants engage in any illegal activity or behavior away from the house community that results in the arrest of the Tenant(s) and/or its occupants, and such activity or behavior could pose a harmful threat to the Tenants of the residential community, then such activity shall constitute grounds for eviction. Without limiting the foregoing or anything contained herein, Landlord may also terminate this Lease if Tenant(s), Tenant's occupant(s), or other person under Tenant's control has unlawfully manufactured, delivered, possessed with intent to deliver or possessed a controlled substance on the leased premises.

61. LEAD PAINT: The Premises was constructed after 1978 and therefore the Lead-Based Paint Disclosure is not required by Florida state statue.

61a. Lead-Based Paint Disclosure: Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards Lead Warning Statement Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

62. DEATH OF THE TENANT(S): By signing this Agreement, the Tenant(s) agrees that upon surrender, abandonment, or recovery of possession of the dwelling unit due to the death of the last remaining tenant, as provided by Chapter 83, Florida Statutes, the Landlord shall not be liable or responsible for storage or disposition of the Tenant's personal property.

63. RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the Tenant(s) county health department.

64. FIRE PROTECTION: The Premises is not located in a building that is at least three (3) stories tall.

Tenant Initials: GEOI Tenant Initials: _____ Tenant Initials: _____

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65. EXTERIOR PROJECTIONS AND WINDOW COVERINGS: Tenant(s) shall not exhibit any sign or advertisement or allow any projection in or out of the windows or exterior of the building or in any place except as previously approved, in writing, by Landlord. Tenant(s) shall only use window blinds in the windows approved by Landlord.

66. FORCE MAJEURE: As used herein the term "Force Majeure Event" means acts of God, floods, blizzards, ice storms, volcanic eruptions and emanations, earthquakes, thaws, named tropical storms, and hurricanes; insurrection, terrorism, revolution, piracy, and war; strikes, lockouts, and labor disputes; federal or state laws; changes to ordinances, standards, rules and regulations of any governmental or public authorities having or asserting jurisdiction over the leased premises or the house community; inability to procure material, equipment, or necessary labor despite reasonable efforts; or similar causes (except financial) beyond the control of Landlord. To the extent permitted by applicable law, Landlord shall be excused from complying with the terms and conditions of this Lease if, to the extent, and for as long as, Landlord's compliance is delayed or prevented by a Force Majeure Event.

67. CASUALTY: If the leased premises, or any part thereof, or the whole or a substantial part of the building of which they are a part, shall be destroyed or damaged by fire or other casualty after the execution of this Lease and during the term or any extension or renewal thereof, Landlord shall have the right to terminate this Leased upon written notice to Tenant(s). If this Lease is not so terminated, then in case of any such casualty to the leased premises rendering the same or any part thereof unfit for use and occupancy, a just proportion of the rent (according to the nature and extent of the damage to the leased premises), shall be suspended or abated until the leased premises is fit for use and occupancy. If the leased premises are not restored by Landlord for use and occupancy within sixty (60) days after the casualty occurred, Tenant(s) may terminate this Lease by delivering written notice of termination to Landlord. If either party gives notice of intention to terminate under this section, this Lease shall terminate on the last day of the current monthly rental period. Landlord shall not be liable for any damage, loss or injury to Tenant's personal property, or the personal property of other occupants and/or guests. Landlord strongly recommends that Tenant(s) secure appropriate insurance coverage to protect against any such damage, loss or injury.

68. LIABILITY FOR LOSS AND DAMAGE: Tenant(s) shall cooperate to maintain a safe environment by giving Landlord prompt, written notice of any damages and needed repairs or defects in the leased premises or the house community. Tenant(s) agrees that Landlord shall not be liable for, and hereby releases Landlord and its agents from, any claim, damage, loss, or injury suffered by any person; including, but not limited to, Tenant or Tenant's occupants or guests, occurring within the leased premises and/or the house community, regardless of whether such may be caused or contributed to by Landlord's negligence or the negligence of someone else. Tenant(s) further agrees, on behalf of Tenant(s) and Tenant's occupants and guests, to defend, indemnify, and hold Landlord harmless from and against any and all such claims, damages, losses, or injuries; including, all reasonable costs and attorney's fees related thereto. Should any such claim or demand be made against Landlord, Tenant(s), upon notice from Landlord, shall defend the same, at Tenant's sole expense, with the use of counsel satisfactory to Landlord. Tenant(s) is responsible for obtaining Tenant's own liability and casualty insurance. **IT IS STRONGLY RECOMMENDED THAT TENANT OBTAIN LIABILITY AND CASUALTY INSURANCE TO PROTECT TENANT(S) AND TENANT'S OCCUPANT(S) AND GUESTS, AND THE PROPERTY BELONGING TO SUCH PERSONS. TENANT IRREFUTABLY AGREES THAT FAILURE TO MAINTAIN LIABILITY AND CASUALTY INSURANCE SHALL IN NO WAY LIMIT THE LIABILITY OF TENANT UNDER THIS LEASE.** Tenant(s) agrees that Tenant's successors, heirs, beneficiaries, and personal representatives are bound by the provisions of this Lease.

69. ADDITIONAL TERMS AND CONDITIONS: There are no further terms or conditions that will be added to this Agreement other than any attachments or addendums attached.

70. INCONVENIENCE: Landlord shall not be responsible for consequential or other damages as a result of

Tenant Initials: GEOI Tenant Initials: _____ Tenant Initials: _____

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inconveniences or annoyances related to this Lease or Tenant's tenancy.

71. RENEWAL: Landlord shall notify Tenant(s), in writing, of its intent to non-renew this Lease at least one calendar month prior to the end of the term of the Lease. If Tenant(s) wishes to terminate this Lease at the end of its initial term (or any subsequent term), Tenant shall notify Landlord, in writing, of its intent to vacate at least one calendar month prior to the end of the term of the Lease. Within fifteen (15) days prior to the commencement of the last month of the term of the Lease, Landlord shall send notice to Tenant(s) reminding Tenant(s) of its obligation to send such termination notice and setting forth the fees, penalties and other charges applicable to Tenant(s) in the event Tenant(s) fails to send timely termination notice. If Tenant(s) fails to give timely notice to Landlord of its intent to vacate and thereafter vacates at the expiration of the term of the Lease, Tenant(s) shall immediately pay Landlord an amount equivalent to one (1) month's rent as liquidated damages. Where the Tenant(s) continues in possession with the permission of the Landlord beyond the term of the Lease, the tenancy following the expiration of the term of the Lease shall be that of a month-to-month tenant at will terminable by either party on fifteen (15) days' notice prior to the end of any monthly period. Where the Tenant(s) continues in possession without the permission of the Landlord following the expiration of the term of the Lease, Tenant(s) shall be a holdover tenant- at-sufferance governed by Section 16 below.

72. REFUSAL TO DELIVER POSSESSION; HOLD OVER: In the event that Tenant(s) continues to occupy the leased premises after the ending date of this Lease without the permission of the Landlord, and this Lease has not been renewed nor a new Lease made, Tenant(s) shall pay to Landlord an amount equal to double or two times the amount of monthly Rent due under this Lease each month and this Lease shall convert to a month-to-month tenancy-at-sufferance. In the event this Lease is converted into a month-to-month tenancy-at-sufferance, Tenant(s) agrees that no further notice shall be required by Landlord in order to terminate the tenancy or commence eviction proceedings. Rent cannot be prorated if Tenant(s) moves out in the middle of the final month or any part of the final month. Tenant is responsible for the full rental period ending on the last day of the calendar month.

73. DELIVERY OF PREMISES: In the event that Landlord is unable to deliver the leased premises to Tenant(s) at the date called for herein, the rent shall be abated on a pro-rated basis until such time as occupancy can be obtained, which abatement shall constitute full settlement of all damages caused by such delay. If Landlord cannot deliver such possession within thirty (30) days from the dated called for herein, either Landlord or Tenant(s) may then terminate this Lease by giving written notice to the other and any payment made under this Lease shall be forthwith refunded.

74. VACATING THE PREMISES: In the event that Tenant(s) voluntarily vacates the leased premises in violation of this Lease, or this Lease is terminated as a result of a default or breach of Tenant(s), Landlord may re-enter and take possession of the leased premises. Neither vacating the leasing premises nor delivering the keys/FOBs to Landlord shall be deemed a surrender of this Lease or a release of Tenant(s) from its obligations under this Lease.

75. REMOVAL OF POSSESSIONS: BY SIGNING THIS LEASE, EACH TENANT AGREES THAT UPON SURRENDER, ABANDONMENT, OR RECOVERY OF POSSESSION OF THE DWELLING UNIT DUE TO THE DEATH OF THE LAST REMAINING TENANT(S), AS PROVIDED BY CHAPTER 83, FLORIDA STATUTES, THE LANDLORD SHALL NOT BE LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF THE TENANT'S PERSONAL PROPERTY.

76. GOVERNING LAW: This Agreement is to be governed under the laws located in the State of Florida.

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Tenant Initials: _____ Owner/Agent Initials: CB

77. **ADDENDA:** The following addenda apply to this Lease and shall be included in and made a part of this Lease:

- ☐ **General Addendum to Lease**
- ☐ **Access Gate Addendum**
- ☐ **Alligator Addendum**
- ☐ **Cable Addendum**
- ☐ **Carport/Garage and/or Storage Unit Addendum**
- ☐ **Cleanliness Standard Addendum**
- ☐ **Concessions, Specials, Discounts and Giveaways**
- ☐ **Addendum Dehumidifier Addendum**
- ☐ **Electronic Notification Agreement**
- ☐ **Fireplace Addendum**
- ☐ **Fitness Center Addendum-Move-In**
- ☐ **Keys and Card Receipt- Move-In**
- ☐ **Master Cost of Repairs Worksheet-Move-Out**
- ☐ **Mold and Mildew Addendum**
- ☐ **Natural Disaster and Weather Preparedness Addendum**
- ☐ **No Pet Addendum**
- ☐ **Pet Addendum**
- ☐ **Reserved Parking Space Addendum**
- ☐ **Satellite Dish or Antenna Addendum**
- ☐ **Utilities and Services Addendum**
- ☐ **Bed Bug Addendum**
- ☐ **Vehicle Registration Form**
- ☐ **Washer/Dryer Appliance Addendum**

78. OTHER TERMS:. All terms and conditions of the Tenant's Lease shall remain unchanged except as specifically modified by this Addendum. In the event of any conflict between the terms of this Addendum and the terms of the Lease, the terms of this Addendum shall control. Such damages may include, but may not be limited to, rent, utilities and other amounts due under the Lease for the remaining term of the Lease, late fees as well as repayment of specials, concessions, discounts, and the value of all giveaway items.

79. ENTIRE AGREEMENT: This Agreement contains all the terms agreed to by the parties relating to its subject matter including any attachments or addendums. This Agreement replaces all previous discussions, understandings, and oral agreements. The Landlord and Tenant(s) agree to the terms and conditions and shall be bound until the end of the Lease Term. The parties have agreed and executed this agreement on _____.

EACH PERSON WHO SIGNS THIS LEASE ACKNOWLEDGES, BY HIS/HER SIGNATURE, THAT HE/SHE (A) IS MENTALLY COMPETENT AND 18 YEARS OF AGE OR OLDER, (B) UNDERSTANDS THE TERMS AND CONDITIONS OF THIS LEASE, AND (C) SIGNS THIS LEASE AS HIS/HER OWN FREE ACT AND OF HIS/HER OWN FREE WILL.

Tenant Signature: George E O'Brian IV Date: 08/07/2022 4:45 PM CDT

Tenant Signature: _____ Date: _____

Tenant Signature: _____ Date: _____

Owner Signature: Christy Barnes Date: 08/07/2022 4:44 PM CDT

Electronically Signed using eSignOnline™ [Session ID 62e35cab-f6e5-4107-80da-67a38b980ea7]

REPLACEMENT HOUSING QUESTIONNAIRE / CERTIFICATION

AGENCY: City of Destin
PROJECT: Destin Connector
COUNTY: Okaloosa
PARCEL: 608 Sandalwood Drive

DISPLACEE ADDRESS:
608 Sandalwood Drive, Destin, FL

COMPARABLE NO.: Replacement

NUMBER BEING RELOCATED TO THIS UNIT:
1

ADDRESS OF REPLACEMENT PROPERTY:
2230 Janet Street, Navarre, FL

LISTED BY: Cocharan

OWNER'S NAME & ADDRESS:
Christy Barnes
2230 Janet Street
Navarre, FL 32566

☒ SINGLE ☐ M/H
☐ MULTI ☐ OTHER

ADVERSE ENVIRONMENTAL FACTORS?
None Noted.

ASKING PRICE:	RENTAL:	% DOWN TO PURCHASE:	LOT SIZE: 0.19 AC	GARAGE OR CARPORT:2 CAR(S)
N/A	$2,000.00	N/A		

TYPE OF NEIGHBORHOOD:	DISTANCE TO EMPLOYMENT:	DISTANCE TO TRANSPORTATION:
Residential	23.8 miles	N/A

DISTANCE TO SHOPPING: Less than 1 mile

DISTANCE TO SCHOOL: ELEMENTARY: N/A JR. HIGH: N/A
SR. HIGH: N/A

DISTANCE TO CHURCH OF CHOICE: N/A

FAIR HOUSING ☒ YES ☐ NO

EXTERIOR APPURTENANCES: Garage

TOTAL FLOOR SPACE: Total floor space includes all heated areas. In addition to habitable floor space, total floor space includes closets, baths, connecting corridors, pantries, if heated and considered part of the main body of the house.

TYPE OF CONSTRUCTION:	AGE:	# BEDROOMS:	# BATHS:	# TOTAL ROOMS:
☐ BRICK ☒ FRAME ☐ CONCRETE BLOCK ☐ OTHER	2016	3	2	8

HOUSING CODE:
- IS PROPERTY COVERED BY A LOCAL HOUSING CODE? ☒ YES ☐ NO
- DOES PROPERTY CONFORM TO CODE? ☒ YES ☐ NO EXCEPTION LIST ATTACHED

ELECTRICITY:
- IS THERE PROVISION FOR ARTIFICIAL LIGHTING IN EACH ROOM? ☒ YES ☐ NO

HEATING AND AIR CONDITIONING:
- IS THERE AN ADEQUATE HEATING SYSTEM MAINTAINING A 70° TEMPERATURE? ☒ YES ☐ NO
  GIVE TYPE: Central Electric
- IS INSPECTION BY A HEATING EXPERT NEEDED? ☐ YES ☒ NO
- IS THERE AN AIR CONDITIONING SYSTEM? ☒ YES ☐ NO
  GIVE TYPE: Central # OF UNITS:

WATER SUPPLY:
- IS THERE A CONTINUING AND ADEQUATE SUPPLY OF POTABLE SAFE WATER? ☒ YES ☐ NO
  GIVE SOURCE:
- IF WELL OR CISTERN, WHEN WAS IT LAST TESTED?_____
  RESULTS: _____

KITCHEN:
- DOES KITCHEN CONTAIN A SINK WITH HOT & COLD WATER FAUCETS IN WORKING CONDITION? ☒ YES ☐ NO
- DOES KITCHEN HAVE UTILITY CONNECTIONS & SPACE FOR RANGE AND REFRIGERATOR? ☒ YES ☐ NO

BATHROOM:
- IS BATHROOM WELL-LIGHTED, VENTILATED & AFFORDING PRIVACY? ☒ YES ☐ NO
- DOES BATHROOM CONTAIN LAVATORY BASIN, FLUSH, CLOSET, AND BATHTUB OR STALL SHOWER? ☒ YES ☐ NO
- ARE FACILITIES CONNECTED TO: ☒ SEWER ☐ SEPTIC TANK? ☒ YES ☐ NO

STRUCTURE:
- IS STRUCTURE SOUND, WEATHER TIGHT & IN GOOD REPAIR? ☒ YES ☐ NO
- IS STRUCTURE ADEQUATELY MAINTAINED? ☒ YES ☐ NO
- IS THERE MEANS TO EGRESS TO SAFE OPEN SPACE AT GROUND LEVEL? ☒ YES ☐ NO
- IS STRUCTURE THREE OR MORE STORIES HIGH? ☐ YES ☒ NO
  IF YES, HAS TWO OR MORE EXITS TO SAFE OPEN AREA AT GROUND LEVEL ☐ YES ☐ NO
- DOES STRUCTURE APPEAR TO MEET DECENT, SAFE AND SANITARY LIVING REQUIREMENTS? ☒ YES ☐ NO

REMARKS:

I HEREBY CERTIFY THAT I HAVE PERSONALLY INSPECTED THE ABOVE DESCRIBED PROPERTY, AND THE PROPERTY APPEARS TO MEET PENSACOLA INTERNATIONAL AIRPORT'S DECENT, SAFE AND SANITARY REQUIREMENTS.

☒ YES ☐ NO

ANY DETERMINATION MADE BY PENSACOLA INTERNATIONAL AIRPORT THAT A DWELLING MEETS THE DECENT, SAFE AND SANITARY HOUSING STANDARDS IS MADE SOLELY FOR THE PURPOSE OF DETERMINING ELIGIBILITY FOR A TENANT'S REPLACEMENT HOUSING PAYMENT AND IS NOT A REPRESENTATION OR WARRANTY FOR ANY OTHER PURPOSE.

INFORMATION OBTAINED FROM: Realtor and Agent Inspection	AGENT'S SIGNATURE	DATE: 8/8/2022

I HEREBY CERTIFY THE ABOVE PROPERTY OCCUPIED AS OF _____

AGENT'S SIGNATURE _____

Santa Rosa County Property Appraiser
Gregory S. Brown II, CFA



Home Search Map

Parcel Information

Parcel Number	21-2S-26-0780-0QQ00-1350
Situs/Physical Address	2230 JANET ST NAVARRE 32566
Property Usage	SINGLE FAMILY (0100)
Section-Township-Range	21-2S-26
Tax District	HOLLEY/NAVARRE
2020 Millage Rates	0
Acreage	0.19
Homestead	Y
Brief Legal Description	PERRY-BROCK UNREC SUB BLK ALOTS 20 & 21 BEING A PORT OFCRESCENT SHORES LOT QQ NOWDES AS PARCEL "B"- N 1/2 OF:COM AT NE CORN CRESCENT SHORESLOT QQ THN W 110 FT THN S 819.45 FT TO POB & CONT S 150 FTTHN E 110 FT THN N 150 FT THNW 110 FT TO POB AS DES IN OR3575 PG 1693 (NEW PARCEL FOR2016 TAX ROLL)

Owner Information

Primary Owner

Barnes Christy
2230 Janet St
Navarre, FL 32566

Valuation

	2019 Certified	2020 Certified	2021 Certified
Building	$74,240.00	$79,029.00	$100,684.00
Extra Feature	$0.00	$0.00	$0.00
Land Value	$29,925.00	$29,925.00	$29,925.00
Land Agricultural Value	$0.00	$0.00	$0.00
Agricultural (Market) Value	$0.00	$0.00	$0.00
Just (Market) Value*	$104,165.00	$108,954.00	$130,609.00
Co. Assessed Value	$76,709.00	$78,473.00	$79,572.00
Exempt Value	$50,000.00	$50,000.00	$50,000.00
Co. Taxable Value	$26,709.00	$28,473.00	$29,572.00

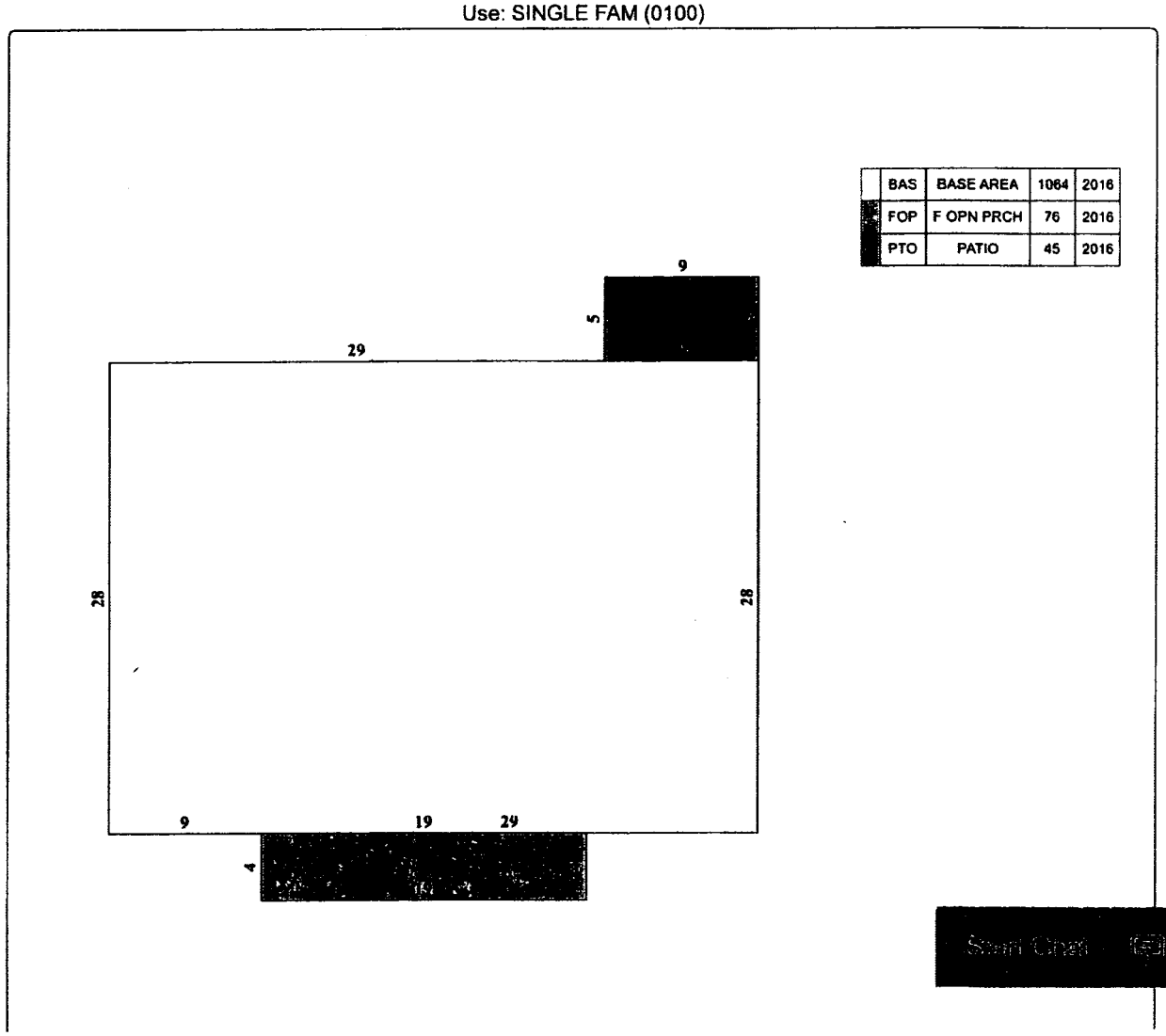
[redacted]

Residential Buildings

Building 1

Type	SINGLE FAM
Total Area	1185
Heated Area	1064.00
Ext Walls	VINYL SIDE
Roof Cover	TIMB/SHING
Interior Walls	DRYWALL
Foundation	MONOLITHIC
Frame	WOOD FRAME
Floor	VINYL
Heat Type	FCD AIR D
A/C Type	CENTRAL
Bathrooms	2.00
Bedrooms	3.00
Stories	1.00
Actual Year Built	2016
Effective Year Built	2016

Use: SINGLE FAM (0100)



- Bedrooms: 2
- Bedroom 1 Dimensions: 15 x 11
- Bedroom 2 Dimensions: 11 x 10
- Bedroom 1 Level: 1
- Bedroom 2 Level: 1

Bathrooms

- Total Bathrooms: 2
- Full Bathrooms: 2

Interior Features

- Breakfast Bar
- Floor Tile
- Floor Vinyl

Appliances

- Dishwasher
- Disposal
- Microwave
- Oven Self Cleaning
- Refrigerator
- Smoke Detector
- Smooth Stovetop Rnge
- Stove/Oven Electric

Other Rooms

- Bedroom, Dining Room, Kitchen, Master Bedroom

Kitchen and Dining

- Dining Room Dimensions: Dining Area Dimensions: 28 x 13
- Dining Room Features: Dining/Living combo
- Dining Room Level: 1

Exterior and Lot Features

- Porch Open

Pool and Spa

- Pool Features: Community

Waterfront and Water Access

- Intracoastal Wtrwy
- Sound
- Waterfront Feet: .

Land Info

- Lot Size Acres: 6.54
- Lot Size Square Feet: 284882

Garage and Parking

- Parking Total: 2

School Information

- Elementary School: Edwins
- High School: Fort Walton Beach
- Middle School: Bruner

Amenities and Community Features

- Facilities: Community Room, Dock, Laundry, Pool, Tennis, Waterfront

Rental Info

- Lease Term: 1 Year, 6+ Months, Military Clause
- Security Deposit: Yes

Homeowners Association

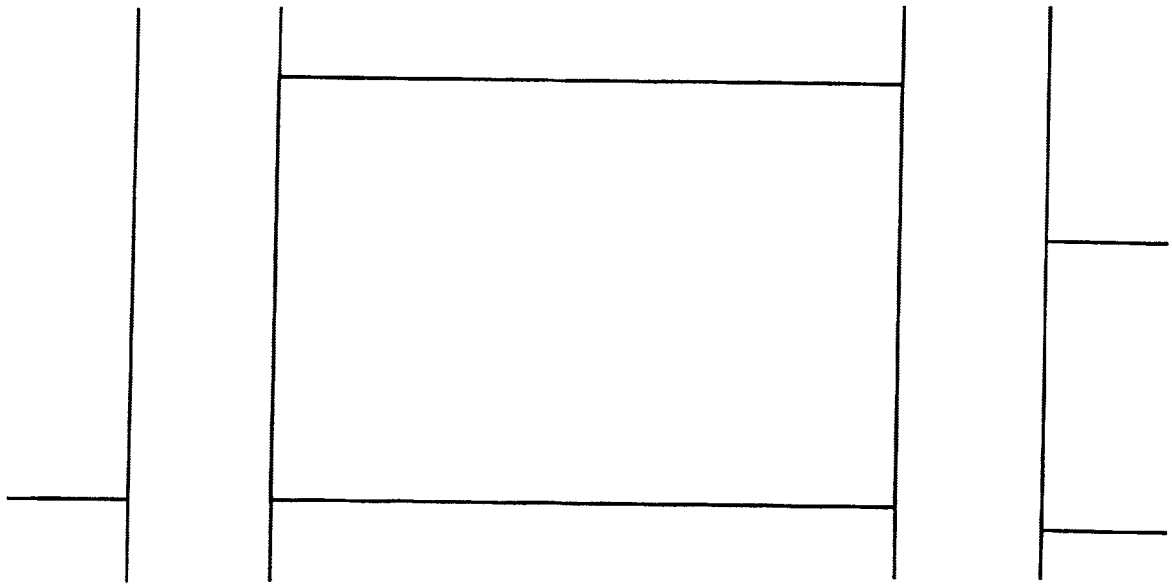
Land

Land Code	Description	Zoning	Frontage	Depth	Unit Type	Land Units	Land Value
0100	SFR	R2M	75.00	110.00	FF	75.00	$29,925

Sales

Multi-Parcel Sale	Sale Date	Sale Price	Instrument	Book / Page	Qualification	Vacant or Improved	Grantor	Grantee
N	11/17/2016	$106,900	SW	3575 / 1693	U	I	PENSACOLA HABITAT FOR HUMANITY	BARNES CHRISTY (S)

Map



The Santa Rosa County Property Appraiser and staff are constantly working to provide and publish the most current and accurate information possible. No warranties, expressed or implied are provided for the data herein, its use, or its interpretation. The current assessed values as viewed herein are 2021 Certified Values, the data elements are current as of October 07, 2021. Again, one must remember that the primary use of the assessment data contained herein is for general public information. No responsibility or liability is assumed for inaccuracies or errors.

City of Destin – Destin Crosstown Connector
608 Sandalwood Drive – George E. O'Brian IV (Tenant)

SUMMARY WORKSHEET

Actual Rent plus utilities for Comparable rental	$ 2,000.00month
Actual Rent plus utilities for Subject	$ 1,100.00/month
Rent Supplement (up to)	**$ 900.00/month**
X 42 months	**$37,800.00**

Replacement Rental plus Utilities	$2,300.00/month	
Subject Actual Rent Plus Utilities	$1,100.00/month	
Difference		**$ 1,200.00/month**
X 42 months		**$50,400.00**

Total Claim for Rent Supplement: **$37,800.00**

Rent plus utilities for the replacement home caused the replacement rental to exceed the approved rent supplement amount, therefore, tenant is eligible for the comparable amount of $37,800.00. Rent is shown in the lease as flat $300/month plus rental amount of $2,000/month.

CITY OF DESTIN
REQUEST FOR TAXPAYER IDENTIFICATION NUMBER

AGENCY:	City of Destin
PROJECT:	Destin Connector
COUNTY:	Okaloosa
PARCEL NO.:	608 Sandalwood Drive

Dear Property Owners:

City of Destin will be acquiring, or has acquired property owned by you for a roadway improvement project. Federal regulations require that we report this transaction to the Internal Revenue Service (IRS), therefore we must obtain your correct Taxpayer Identification Number (TIN).

If you fail to furnish your correct TIN you may be subject to an IRS penalty. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

See the attached instruction for how to enter names and TINs. If you have any questions let us know.

Name George E. O'Brian IV	
Business Name, if different from above	
Address (number, street, and apt. or suite no.) 608 Sandalwood Drive	**OWNERSHIP INTEREST** ( ) Sole Owner Tenant ( ) Part Owner with ____% interest
City, State, and ZIP Code Destin, FL 32439	

TAXPAYER IDENTIFICATION NUMBER (TIN)

For individuals, this is your social security number (SSN): 593-90-6823

For other entities, it is your employer identification number (EIN): ___-_____

Certification.

Under penalties of perjury, I certify that the number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me).

Sign here _____ **Date** 8/8/2022

If you do not have a TIN, see attached instructions for **How to get a TIN**.

Instructions for Names and Taxpayer Identification Numbers

1. **Individuals** should enter the name shown on your social security card. If you have changed your last name due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

2. **Married couples** should give the name and SSN of either person.

3. **Custodian accounts (guardianship)** must give the ward's name and SSN. Do not furnish the TIN of the guardian.

4. For a **trust account that is not a legal or valid trust under state law,** give the name and SSN of the actual owner.

5. **Limited liability company (LLC)** – If a **single-member LLC** (including a foreign LLC with a domestic owner) disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the **owner's name** on the "Name" line and enter the LLC name on the "Business name" line. You may use either your SSN or EIN. If the LLC is a corporation, partnership, etc., enter the entity's EIN.

6. For a **sole proprietor** or a **single-owner LLC** enter your **individual** name as shown on your social security card. You may enter your business, trade, or "doing business as (DBA) name on the "Business name" line. You may enter either your SSN or EIN (if you have one). The IRS prefers that you use your SSN.

7. For a **valid trust,** name the trust and give the EIN for the trust. Do not furnish the TIN of the trustee.

8. For an **estate,** the name should be shown as "The estate of (name of decedent)". Give the SSN of the decedent if he/she died in the calendar year of the closing. Give the EIN for the estate for any subsequent years following the death of the decedent. Do not furnish the TIN of the personal representative.

9. For an **association, club, religious, charitable, educational, or other tax-exempt organization,** give the name and EIN of the organization.

10. For a **partnership or multi-member LLC** give the name and EIN for the partnership, or LLC.

If you do not have a TIN, apply for one immediately. To apply for an SSN, get **Form SS-5,** Application for a Social Security Card, from your local Social Security Administration office or get this form on-line at **www.ssa.gov/online/ss5.html.** You may also get this form by calling 1-800-772-1213. Use **Form W-7,** Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or **Form SS-4,** Application for Employer Identification Number, to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS Web Site at **www.irs.gov.**

If you do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form. **Note:** Writing "Applied For" means that you have already applied for a TIN **or** that you intend to apply for one soon.

RECEIPT

Date: 8/7/2022 Receipt Number: 1

Amount Received: Two Thousand dollars [$ 2,000]

For Payment of: Rent 1st Month

Received by: Christy Barnes Received From: George E. O'Brian IV

Payment Method: ☒ Cash ☐ Check ☐ Credit Card ☐ Other _____

Check #: _____ Credit Card #: _____ Exp. ___/___ Sec. Code ___

Lessor Date

Lessee Date

Lessee Date

(SEAL)
Witness

ITEM # 2022-5423

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: July 11, 2022
TYPE OF AGENDA ITEM: Action Item
AGENDA OUTLINE NUMBER: 4.C.

TO: City Council

THRU: Louis Zunguze, Community Development Director
Kimberly Kopp, Land Use Attorney
Kyle Bauman, City Attorney
Lance Johnson, City Manager

FROM: Jeffrey Cozadd, Grants Manager

DATE: July 5, 2022

SUBJECT: Acquisition of Properties for the Crosstown Connector

I. BACKGROUND: The Beach Drive to Benning Drive road project is the last unconnected leg of the City's Crosstown Connector, an east-west corridor intended to relieve traffic congestion on U.S. Highway 98. There are several properties located within the project area that will require purchase by the City, both complete and partial acquisitions.

At its regular meeting May 17, 2021, Council approved a contract amendment with Atkins of North America that provided for property acquisition assistance to allow the City to purchase properties that will be needed for the completion of the Crosstown Connector.

II. DISCUSSION: Atkins' consultant, Ms. Marsha Hayes, has been working to acquire Purchase Agreements for the needed properties. She has secured Purchase Agreements for the following properties: 605 Sandalwood, 606 Sandalwood, 608 Sandalwood, and Vacant Lot owned by George Winton. Copies of the signed Agreements are included with this agenda item.

Appraisals for these properties are also attached. Appraisals were obtained during the Fall of 2021 but due to changing housing market, these values may not reflect present-day value. The title commitments that were available at the time the agenda was published have been attached. The remaining title commitments have been ordered through the City Attorney's office and First American Title Company is working on producing them. If approved by City Council, these Agreements will be fully executed, and staff will proceed to close with a General Warranty Deed, survey, title policy, and other such declarations as are typical for real estate closing. Two appraisals are provided for the Winton-owned vacant property as is required by state statute, because the value is above $500,000.

The following should be considered as estimated costs associated with the closings of the referenced properties:

605 Sandalwood:
Purchase of Property - $345,000
*Closing Costs on Purchase - $5,000
Relocation - Land Lord Eligibility (LLE) Reestablishment - up to $25,000
Relocation - Tenant Rent Supplement - $60,632.46
*Relocation - Tenant Move Costs - $5,000
Total Costs - $440,632.46

606 Sandalwood:
Purchase of Property - $265,000
*Closing Costs on Purchase - $5,000
Relocation - Land Lord Eligibility (LLE) Reestablishment - up to $25,000
Relocation - Tenant Rent Supplement - $26,334
*Relocation - Tenant Move Costs - $5,000
Total Costs - $326,334.00

608 Sandalwood:
Purchase of Property - $345,000
*Closing Costs on Purchase - $5,000
Relocation - Land Lord Eligibility (LLE) Reestablishment - up to $25,000
Relocation - Tenant Rent Supplement - $37,800
*Relocation - Tenant Move Costs - $5,000
Total Costs - $417,800.00

Vacant Land (Winton) - Anna Street & Benning Drive:
Purchase of Property - $752,450
*Closing Costs on Purchase - $10,000
Total Costs - $762,450.00

A. **Link to Strategic Goals / Objectives:** Important Priorities 1.2 Complete two-lane Crosstown Connector

B. **Effect on Budget (EOB):** FDOT TRIP funding is being used for these purchases. Acquisition costs and other expenses for these four properties will total approximately $1,947,216. Staff recommend demolition of structures on these properties should be scheduled as soon as possible after closing to decrease expenditures for utility base fees and to lower property insurance expenses.

	30554133 FDOT TRIP	31554132 Road Impact Fees	TOTAL
565000-EN615 capital project-	$2,699,664	$ -	$2,699,664
FY22 Adopted Budget	2,699,664	-	2,699,664
Internal Budget Transfer	-	330,268	330,268
Revised Budget	2,699,664	330,268	3,029,932
Previous Expenses/Encumbrances	(361,034)	(318,638)	(679,672)
Available Program Budget	2,338,629	11,630	2,350,259
This Agreement +(-)	(1,947,216)		(1,947,216)
FY22 Remaining Program Budget	$ 391,413	$ 11,630	$ 403,043

SUMMARY:

	Property	Closing	Relo LLE	Relo Rent/ move	TOTAL
605 Sandalwood	345,000	5,000	25,000	65,632	440,632
606 Sandalwood	265,000	5,000	25,000	31,334	326,334
608 Sandalwood	345,000	5,000	25,000	42,800	417,800
Anna St/Benning Dr Vacant	752,450	10,000			762,450
	$1,707,450	$ 25,000	$ 75,000	$ 139,766	$1,947,216

In addition, property insurance and utilities will need to be paid on the townhomes until the City all units in each building are purchased and the buildings may be demolished. The City currently owns three Sandalwood properties (601, 603, 607 Sandalwood) intended to be demolished for ROW, so this purchase will increase the total to six. Insurance on each unit is approximately $1200/year. Utilities is approximately $1800/year for each unit. $3000 x 6 units = $18,000/year is the estimated carrying cost.

C. **Level of Service (LOS):** Level of Service will be increased.

D. **Legislative Sponsor:**

III. CONCLUSION: This represents another important step in the acquisition of the necessary properties for the Crosstown Connector. A supermajority vote is necessary to pass the motion on the Winton-owned parcel as the purchase agreement cost is greater than $500,000.00 and it is greater than the average of the two appraised values.

IV. RECOMMENDED MOTION: 605 Sandalwood: I move that the City Council approve the purchase of 605 Sandalwood and authorize the City Manager to execute the purchase agreement and proceed with closing. (simple majority vote required to pass)

606 Sandalwood: I move that the City Council approve the purchase of 606 Sandalwood and authorize the City Manager to execute the purchase agreement and

proceed with closing. (simple majority vote required to pass)

608 Sandalwood: I move that the City Council approve the purchase of 608 Sandalwood and authorize the City Manager to execute the purchase agreement and proceed with closing. (simple majority vote required to pass).

Vacant Land (Winton) - Anna Street & Benning Drive: I move that the City Council approve the purchase of the vacant land at the corner of Anna Street & Benning Drive and authorize the City Manager to execute the purchase agreement and proceed with closing. (supermajority vote required to pass)

Attachments:

1. 605 Sandalwood - Executed Offer and Purchase Agreement - 7-1-22
2. Appraisal 605 Sandalwood
3. 606 Sandalwood Drive - Signed Agreement and Addendum
4. 606 Sandalwood Dr - Lot 33A - Title Commitment
5. Appraisal 606 Sandalwood
6. 608 Sandalwood - Executed Offer and Purchase Agreement
7. Appraisal 608 Sandalwood
8. Winton - Purchase Agreement - Settlement
9. Appraisal 1 Winton
10. Appraisal 2 Winton
11. Letter to City Council Crosstown Connector
12. CMA For Destin City Council For Town Homes

B. Cross Town Connector Design - 90% Update

Motion to amend the design, place the drainage on the ground, and not create a retention pond passed 4-3 (Bagby/Destin/ Wagner/Braden – "yes"; Schmidt/King/ Hebert – "no"

Bring back the additional amount necessary for amending the design if it exceeds the City Manager's spending threshold.

C. Acquisition of Properties for the Crosstown Connector

Motion to approve the purchase of 605 Sandalwood and authorize the City Manager to execute the purchase agreement and proceed with closing passed 7-0.

Motion to approve the purchase of 606 Sandalwood and authorize the City Manager to execute the purchase agreement and proceed with closing passed 7-0.

Motion to approve the purchase of 608 Sandalwood and authorize the City Manager to execute the purchase agreement and proceed with closing passed 7-0.

Motion to approve the purchase of the vacant land at the corner of Anna Street and Benning Drive and authorize the City Manager to execute the purchase agreement and proceed with closing failed 4-3 for lack of supermajority vote. (Schmidt/King/Hebert/Wagner – "yes"; Bagby/Destin/Braden – "no"

ANCHORS ◆ SMITH ◆ GRIMSLEY
A PROFESSIONAL LIMITED COMPANY
ATTORNEYS AND COUNSELORS AT LAW
909 MAR WALT DRIVE, SUITE 1014
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(850) 863-4064 (850) 862-1138 FAX (850) 664-5728 FAX
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N. GRESHAM FOSTER, L.L.M.
KYLE S. BAUMAN
MICHAEL R. GOODSON++

* FLORIDA SUPREME COURT CERTIFIED CIRCUIT AND APPELLATE MEDIATOR
+ ALSO ADMITTED IN WYOMING & ALABAMA
** FORMER CIRCUIT JUDGE
++ FLORIDA SUPREME COURT CERTIFIED FAMILY LAW MEDIATOR

May 1, 2023

Via FEDEX

The City of Destin, Florida, a Florida municipal corporation
4200 Indian Bayou Trail
Destin, FL 32541
Attn: Jeff Cozadd/ Projects/Grants/ Contracts Manager

RE: 609 Sandalwood Dr., Destin, FL 32541
Seller: Zoilo A. Fermin. Our File# 23-0034CJM

Dear Mr. Cozadd ,

Enclosed please find the following documents concerning the above referenced real property closing :

1. Original Owner's Policy # 50184912-0015666e.
2. Original Recorded Warranty Deed.
3. Original Bill of Sale.

It was a pleasure assisting The City of Destin with this transaction. Should you have any questions, or if we can provide you with any assistance in the future please give us a call. Congratulations on your purchase!!!

Sincerely,
ANCHORS SMITH GRIMSLEY, PLC

Jill Bryant Jill Bryant
Real Estate Closing Administrator for
C. Jeffrey McInnis, Esq.
Direct line: 850-362-7217
Email: jbryant@asglegal.com
Enclosures

Transaction Identification Data, for which the Company assumes no liability as set forth in Condition 9.d.:
Issuing Agent: First American Title Insurance Company
Issuing Office: PO Box 776123, Chicago, IL 60677-6124
Issuing Office's ALTA® Registry ID:
Issuing Office File Number: 7223-6384823
Property Address: 609 SANDALWOOD DR, DESTIN, FL 32541-2454

SCHEDULE A

Name and Address of Title Insurance Company:
FIRST AMERICAN TITLE INSURANCE COMPANY, 1 First American Way, Santa Ana, California 92707
Customer Reference Number: 23-0034CJM
First American File Number: 7223-6384823
Policy Number: 50184912-0015666e
Amount of Insurance: $360,000.00
Date of Policy: April 26, 2023 at 2:27 p.m.

1. The Insured is:

   The City of Destin, Florida

2. The estate or interest in the Land insured by this policy is:

   Fee Simple

3. The Title is vested in:

   The City of Destin, Florida, a Florida municipal corporation

4. The Land is described as follows:

   See Exhibit A attached hereto and made a part hereof

Anchors Smith Grimsley, Professional, Limited Company

By: _____
Authorized Signatory

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Exhibit A

Agent File Number: 23-0034CJM
FAST File Number: 7223-6384823

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

The West 8.42 Feet of The North 100.00 Feet and The West 12.00 Feet of The South 20.00 Feet of Lot 26 and The East 7.79 Feet of The North 100.00 Feet and The East 6.00 Feet of The South 20.00 Feet of Lot 27, SANDALWOOD MANOR TOWNHOMES FIRST ADDITION, as recorded in Plat Book 6, Page 93 of the Public Records of Okaloosa County, Florida.

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Customer Reference Number: 23-0034CJM
First American File Number: 7223-6384823

SCHEDULE B

Policy Number: 50184912-0015666e

EXCEPTIONS FROM COVERAGE

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This policy treats any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document are excepted from coverage.

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses resulting from the terms and conditions of any lease or easement identified in Schedule A, and the following matters:

1. Any rights, interests, or claims of parties in possession of the land not shown by the Public Records.

2. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.

3. Any lien, for services, labor, or materials in connection with improvements, repairs or renovations provided before, on, or after Date of Policy, not shown by the Public Records.

4. Any dispute as to the boundaries caused by a change in the location of any water body within or adjacent to the Land prior to Date of Policy, and any adverse claim to all or part of the Land that is, at Date of Policy, or was previously under water.

5. Taxes or special assessments not shown as liens in the Public Records or in the records of the local tax collecting authority, at Date of Policy.

6. Any minerals or mineral rights leased, granted or retained by current or prior owners.

7. Taxes and assessments for the year 2023 and subsequent years, which are not yet due and payable.

8. Easement granted to Gulf Power Company by instrument recorded in Book 1159, Page 1962.

9. Oil, gas and mineral reservations contained in Deed from , recorded in Book 952, Page 44.

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Note: All of the recording information contained herein refers to the Public Records of OKALOOSA County, Florida, unless otherwise indicated. Any reference herein to a Book and Page or Instrument Number is a reference to the Official Record Books of said county, unless indicated to the contrary.

NOTE: Exception(s) numbered 1-6 above is/are hereby deleted.

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Agent File Number: 23-0034CJM
Issuing Office File Number: 7223-6384823

Note: All of the recording information contained herein refers to the Public Records of OKALOOSA County, Florida, unless otherwise indicated. Any reference herein to a Book and Page is a reference to the Official Record Books of said county, unless indicated to the contrary.

Notices - Where Sent

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Company, Attention: Claims Department, 1 First American Way, Santa Ana, CA 92707.

Service, Quality and Availability

First American Title Insurance Company cares about its customers and their ability to obtain information and service on a convenient, timely and accurate basis. A qualified staff of service representatives is dedicated to serving you. A toll-free number is available for your convenience in obtaining information about coverage and to provide assistance in resolving complaints at 1-800-929-7186. Office hours are from 8:30 a.m. through 5:30 p.m. Monday through Friday.

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ALTA OWNER'S POLICY OF TITLE INSURANCE
issued by
FIRST AMERICAN TITLE INSURANCE COMPANY

This policy, when issued by the Company with a Policy Number and the Date of Policy, is valid even if this policy or any endorsement to this policy is issued electronically or lacks any signature.

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at the address shown in Condition 17.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, FIRST AMERICAN TITLE INSURANCE COMPANY, a Nebraska corporation (the "Company"), insures as of the Date of Policy and, to the extent stated in Covered Risks 9 and 10, after the Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. The Title being vested other than as stated in Schedule A.

2. Any defect in or lien or encumbrance on the Title. Covered Risk 2 includes, but is not limited to, insurance against loss from:
   a. a defect in the Title caused by:
      i. forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
      ii. the failure of a person or Entity to have authorized a transfer or conveyance;
      iii. a document affecting the Title not properly authorized, created, executed, witnessed, sealed, acknowledged, notarized (including by remote online notarization), or delivered;
      iv. a failure to perform those acts necessary to create a document by electronic means authorized by law;
      v. a document executed under a falsified, expired, or otherwise invalid power of attorney;
      vi. a document not properly filed, recorded, or indexed in the Public Records, including the failure to have performed those acts by electronic means authorized by law;
      vii. a defective judicial or administrative proceeding; or
      viii. the repudiation of an electronic signature by a person that executed a document because the electronic signature on the document was not valid under applicable electronic transactions law.
   b. the lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
   c. the effect on the Title of an encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment (including an encroachment of an improvement across the boundary lines of the Land), but only if the encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment would have been disclosed by an accurate and complete land title survey of the Land.

3. Unmarketable Title.

4. No right of access to and from the Land.

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5. A violation or enforcement of a law, ordinance, permit, or governmental regulation (including those relating to building and zoning), but only to the extent of the violation or enforcement described by the enforcing governmental authority in an Enforcement Notice that identifies a restriction, regulation, or prohibition relating to:
   a. the occupancy, use, or enjoyment of the Land;
   b. the character, dimensions, or location of an improvement on the Land;
   c. the subdivision of the Land; or
   d. environmental remediation or protection on the Land.

6. An enforcement of a governmental forfeiture, police, regulatory, or national security power, but only to the extent of the enforcement described by the enforcing governmental authority in an Enforcement Notice.

7. An exercise of the power of eminent domain, but only to the extent:
   a. of the exercise described in an Enforcement Notice; or
   b. the taking occurred and is binding on a purchaser for value without Knowledge.

8. An enforcement of a PACA-PSA Trust, but only to the extent of the enforcement described in an Enforcement Notice.

9. The Title being vested other than as stated in Schedule A, the Title being defective, or the effect of a court order providing an alternative remedy:
   a. resulting from the avoidance, in whole or in part, of any transfer of all or any part of the Title to the Land or any interest in the Land occurring prior to the transaction vesting the Title because that prior transfer constituted a:
      i. fraudulent conveyance, fraudulent transfer, or preferential transfer under federal bankruptcy, state insolvency, or similar state or federal creditors' rights law; or
      ii. voidable transfer under the Uniform Voidable Transactions Act; or
   b. because the instrument vesting the Title constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar state or federal creditors' rights law by reason of the failure:
      i. to timely record the instrument vesting the Title in the Public Records after execution and delivery of the instrument to the Insured; or
      ii. of the recording of the instrument vesting the Title in the Public Records to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.

10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to the Date of Policy and prior to the recording of the deed or other instrument vesting the Title in the Public Records.

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DEFENSE OF COVERED CLAIMS

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this policy, but only to the extent provided in the Conditions.

First American Title Insurance Company

Kenneth D. DeGiorgio, President

Lisa W. Cornehl, Secretary

For Reference:

File #: 23-0034CJM
Policy #: 50184912-0015666e

Issued By:

Anchors Smith Grimsley, Professional Limited Company
909 Mar Walt Drive, Suite 1014
Fort Walton Beach, FL 32547

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EXCLUSIONS FROM COVERAGE

The following matters are excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
   i. the occupancy, use, or enjoyment of the Land;
   ii. the character, dimensions, or location of any improvement on the Land;
   iii. the subdivision of land; or
   iv. environmental remediation or protection.
   b. any governmental forfeiture, police, regulatory, or national security power.
   c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.
   Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.

2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.

3. Any defect, lien, encumbrance, adverse claim, or other matter:
   a. created, suffered, assumed, or agreed to by the Insured Claimant;
   b. not Known to the Company, not recorded in the Public Records at the Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   c. resulting in no loss or damage to the Insured Claimant;
   d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or
   e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.

4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:
   a. fraudulent conveyance or fraudulent transfer;
   b. voidable transfer under the Uniform Voidable Transactions Act; or
   c. preferential transfer:
      i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
      ii. for any other reason not stated in Covered Risk 9.b.

5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.

6. Any lien on the Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.

7. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

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CONDITIONS

1. DEFINITION OF TERMS

In this policy, the following terms have the meanings given to them below. Any defined term includes both the singular and the plural, as the context requires:

a. "Affiliate": An Entity:
   i. that is wholly owned by the Insured;
   ii. that wholly owns the Insured; or
   iii. if that Entity and the Insured are both wholly owned by the same person or entity.

b. "Amount of Insurance": The Amount of Insurance stated in Schedule A, as may be increased by Condition 8.d. or decreased by Condition 10 or 11; or increased or decreased by endorsements to this policy.

c. "Date of Policy": The Date of Policy stated in Schedule A.

d. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.

e. "Enforcement Notice": A document recorded in the Public Records that describes any part of the Land and:
   i. is issued by a governmental agency that identifies a violation or enforcement of a law, ordinance, permit, or governmental regulation;
   ii. is issued by a holder of the power of eminent domain or a governmental agency that identifies the exercise of a governmental power; or
   iii. asserts a right to enforce a PACA-PSA Trust.

f. "Entity": A corporation, partnership, trust, limited liability company, or other entity authorized by law to own title to real property in the State where the Land is located.

g. "Insured":
   i. (a). The Insured named in Item 1 of Schedule A;
      (b). the successor to the Title of an Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
      (c). the successor to the Title of an Insured resulting from dissolution, merger, consolidation, distribution, or reorganization;
      (d). the successor to the Title of an Insured resulting from its conversion to another kind of Entity; or
      (e). the grantee of an Insured under a deed or other instrument transferring the Title, if the grantee is:
         (1). an Affiliate;
         (2). a trustee or beneficiary of a trust created by a written instrument established for estate planning purposes by an Insured;
         (3). a spouse who receives the Title because of a dissolution of marriage;
         (4). a transferee by a transfer effective on the death of an Insured as authorized by law; or
         (5). another Insured named in Item 1 of Schedule A.
   ii. The Company reserves all rights and defenses as to any successor or grantee that the Company would have had against any predecessor Insured.

h. "Insured Claimant": An Insured claiming loss or damage arising under this policy.

i. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.

j. "Land": The land described in Item 4 of Schedule A and improvements located on that land at the Date of Policy that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is insured by this policy.

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k. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
l. "PACA-PSA Trust": A trust under the federal Perishable Agricultural Commodities Act or the federal Packers and Stockyards Act or a similar State or federal law.
m. "Public Records": The recording or filing system established under State statutes in effect at the Date of Policy under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
n. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
o. "Title": The estate or interest in the Land identified in Item 2 of Schedule A.
p. "Unmarketable Title": The Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or a lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF COVERAGE

This policy continues as of the Date of Policy in favor of an Insured, so long as the Insured:
a. retains an estate or interest in the Land;
b. owns an obligation secured by a purchase money Mortgage given by a purchaser from the Insured; or
c. has liability for warranties given by the Insured in any transfer or conveyance of the Insured's Title.

Except as provided in Condition 2, this policy terminates and ceases to have any further force or effect after the Insured conveys the Title. This policy does not continue in force or effect in favor of any person or entity that is not the Insured and acquires the Title or an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured must notify the Company promptly in writing if the Insured has Knowledge of:
a. any litigation or other matter for which the Company may be liable under this policy; or
b. any rejection of the Title as Unmarketable Title.

If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under this policy is reduced to the extent of the prejudice.

4. PROOF OF LOSS

The Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, adverse claim, or other matter insured against by this policy that constitutes the basis of loss or damage and must state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

a. Upon written request by the Insured and subject to the options contained in Condition 7, the Company, at its own cost and without unreasonable delay, will provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company has the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those covered causes of action. The Company is not liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of any cause of action that alleges matters not insured against by this policy.
b. The Company has the right, in addition to the options contained in Condition 7, at its own cost, to institute and prosecute any action or proceeding or to do any other act that, in its opinion, may be

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necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it is liable to the Insured. The Company's exercise of these rights is not an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under Condition 5.b., it must do so diligently.

c. When the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court having jurisdiction. The Company reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

a. When this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured will secure to the Company the right to prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose.

When requested by the Company, the Insured, at the Company's expense, must give the Company all reasonable aid in:

i. securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement; and

ii. any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter, as insured.

If the Company is prejudiced by any failure of the Insured to furnish the required cooperation, the Company's liability and obligations to the Insured under this policy terminate, including any obligation to defend, prosecute, or continue any litigation, regarding the matter requiring such cooperation.

b. The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos, whether bearing a date before or after the Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant must grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all the records in the custody or control of a third party that reasonably pertain to the loss or damage. No information designated in writing as confidential by the Insured Claimant provided to the Company pursuant to Condition 6 will be later disclosed to others unless, in the reasonable judgment of the Company, disclosure is necessary in the administration of the claim or required by law. Any failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in Condition 6.b., unless prohibited by law, terminates any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company has the following additional options:

a. *To Pay or Tender Payment of the Amount of Insurance*

To pay or tender payment of the Amount of Insurance under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay. Upon the exercise by the Company of this option provided for in Condition 7.a., the Company's liability and obligations to the Insured under this policy terminate, including any obligation to defend, prosecute, or continue any litigation.

b. *To Pay or Otherwise Settle with Parties other than the Insured or with the Insured Claimant*

i. To pay or otherwise settle with parties other than the Insured for or in the name of the Insured Claimant. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

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ii. To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either option provided for in Condition 7.b., the Company's liability and obligations to the Insured under this policy for the claimed loss or damage terminate, including any obligation to defend, prosecute, or continue any litigation.

8. CONTRACT OF INDEMNITY; DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by an Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy. This policy is not an abstract of the Title, report of the condition of the Title, legal opinion, opinion of the Title, or other representation of the status of the Title. All claims asserted under this policy are based in contract and are restricted to the terms and provisions of this policy. The Company is not liable for any claim alleging negligence or negligent misrepresentation arising from or in connection with this policy or the determination of the insurability of the Title.

a. The extent of liability of the Company for loss or damage under this policy does not exceed the lesser of:
   i. the Amount of Insurance; or
   ii. the difference between the fair market value of the Title, as insured, and the fair market value of the Title subject to the matter insured against by this policy.
b. Except as provided in Condition 8.c. or 8.d., the fair market value of the Title in Condition 8.a.ii. is calculated using the date the Insured discovers the defect, lien, encumbrance, adverse claim, or other matter insured against by this policy.
c. If, at the Date of Policy, the Title to all of the Land is void by reason of a matter insured against by this policy, then the Insured Claimant may, by written notice given to the Company, elect to use the Date of Policy as the date for calculating the fair market value of the Title in Condition 8.a.ii.
d. If the Company pursues its rights under Condition 5.b. and is unsuccessful in establishing the Title, as insured:
   i. the Amount of Insurance will be increased by 15%; and
   ii. the Insured Claimant may, by written notice given to the Company, elect, as an alternative to the dates set forth in Condition 8.b. or, if it applies, 8.c., to use either the date the settlement, action, proceeding, or other act described in Condition 5.b. is concluded or the date the notice of claim required by Condition 3 is received by the Company as the date for calculating the fair market value of the Title in Condition 8.a.ii.
e. In addition to the extent of liability for loss or damage under Conditions 8.a. and 8.d., the Company will also pay the costs, attorneys' fees, and expenses incurred in accordance with Conditions 5 and 7.

9. LIMITATION OF LIABILITY

a. The Company fully performs its obligations and is not liable for any loss or damage caused to the Insured if the Company accomplishes any of the following in a reasonable manner:
   i. removes the alleged defect, lien, encumbrance, adverse claim, or other matter;
   ii. cures the lack of a right of access to and from the Land; or
   iii. cures the claim of Unmarketable Title,

   all as insured. The Company may do so by any method, including litigation and the completion of any appeals.
b. The Company is not liable for loss or damage arising out of any litigation, including litigation by the Company or with the Company's consent, until a State or federal court having jurisdiction makes a final, non-appealable determination adverse to the Title.
c. The Company is not liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.
d. The Company is not liable for the content of the Transaction Identification Data, if any.

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10. REDUCTION OR TERMINATION OF INSURANCE
All payments under this policy, except payments made for costs, attorneys' fees, and expenses, reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE
The Amount of Insurance will be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after the Date of Policy and which is a charge or lien on the Title, and the amount so paid will be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS
When liability and the extent of loss or damage are determined in accordance with the Conditions, the Company will pay the loss or damage within 30 days.

13. COMPANY'S RECOVERY AND SUBROGATION RIGHTS UPON SETTLEMENT AND PAYMENT

a. If the Company settles and pays a claim under this policy, it is subrogated and entitled to the rights and remedies of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person, entity, or property to the fullest extent permitted by law, but limited to the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant must execute documents to transfer these rights and remedies to the Company. The Insured Claimant permits the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

b. If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company defers the exercise of its subrogation right until after the Insured Claimant fully recovers its loss.

c. The Company's subrogation right includes the Insured's rights to indemnity, guaranty, warranty, insurance policy, or bond, despite any provision in those instruments that addresses recovery or subrogation rights.

14. POLICY ENTIRE CONTRACT

a. This policy together with all endorsements, if any, issued by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy will be construed as a whole. This policy and any endorsement to this policy may be evidenced by electronic means authorized by law.

b. Any amendment of this policy must be by a written endorsement issued by the Company. To the extent any term or provision of an endorsement is inconsistent with any term or provision of this policy, the term or provision of the endorsement controls. Unless the endorsement expressly states, it does not:
   i. modify any prior endorsement,
   ii. extend the Date of Policy,
   iii. insure against loss or damage exceeding the Amount of Insurance, or
   iv. increase the Amount of Insurance.

15. SEVERABILITY
In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, this policy will be deemed not to include that provision or the part held to be invalid, but all other provisions will remain in full force and effect.

16. CHOICE OF LAW AND CHOICE OF FORUM

a. *Choice of Law*
The Company has underwritten the risks covered by this policy and determined the premium charged in reliance upon the State law affecting interests in real property and the State law applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the State where the Land is located.

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The State law of the State where the Land is located, or to the extent it controls, federal law, will determine the validity of claims against the Title and the interpretation and enforcement of the terms of this policy, without regard to conflicts of law principles to determine the applicable law.

b. *Choice of Forum*
Any litigation or other proceeding brought by the Insured against the Company must be filed only in a State or federal court having jurisdiction.

17. NOTICES
Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at: **First American Title Insurance Company, Attn: Claims National Intake Center, 5 First American Way, Santa Ana, California 92707. Phone: 888-632-1642 (claims.nic@firstam.com)**.

18. ARBITRATION

a. All claims and disputes arising out of or relating to this policy, including any service or other matter in connection with issuing this policy, any breach of a policy provision, or any other claim or dispute arising out of or relating to the transaction giving rise to this policy, may be submitted to binding arbitration only when agreed to by both the Company and the Insured. Arbitration must be conducted pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("ALTA Rules"). The ALTA Rules are available online at www.alta.org/arbitration. The ALTA Rules incorporate, as appropriate to a particular dispute, the Consumer Arbitration Rules and Commercial Arbitration Rules of the American Arbitration Association ("AAA Rules"). The AAA Rules are available online at www.adr.org.

b. *If there is a final judicial determination that a request for particular relief cannot be arbitrated in accordance with this Condition 18, then only that request for particular relief may be brought in court. All other requests for relief remain subject to this Condition 18.*

c. Fees will be allocated in accordance with the applicable AAA Rules. The results of arbitration will be binding upon the parties. The arbitrator may consider, but is not bound by, rulings in prior arbitrations involving different parties. The arbitrator is bound by rulings in prior arbitrations involving the same parties to the extent required by law. The arbitrator must issue a written decision sufficient to explain the findings and conclusions on which the award is based. Judgment upon the award rendered by the arbitrator may be entered in any State or federal court having jurisdiction.

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E-RECORDED Instr. # 3620005
Okaloosa County, FL
O.R. Book 3672 Page 1923
Date 4/26/2023 Time 2:27 PM

OKALOOSA COUNTY, FLORIDA
Recording Fee: $ 18.50
Documentary Stamps: $ 2520.00

THIS INSTRUMENT PREPARED BY:
C. JEFFREY MCINNIS, Attorney at Law
ANCHORS SMITH GRIMSLEY, PLC
909 Mar Walt Drive, Suite 1014
Fort Walton Beach, Florida 32547
(850) 863-4064
File No. 23-0034CJM

STATE OF FLORIDA)
COUNTY OF OKALOOSA)

WARRANTY DEED

THIS WARRANTY DEED is made effective the 26th day of April, 2023, by **ZOILO A. FERMIN AND WIFE, SUN J. FERMIN,** whose post office address for purposes hereof is 8094 Raleigh St., Navarre, FL 32566, (hereinafter collectively called "Grantor", whether one or more), to **The City of Destin, Florida, a Florida municipal corporation,** whose post office address for purposes hereof is 4200 Indian Bayou Trail, Destin, FL 32541, (hereinafter called "Grantee):

WITNESSETH: That Grantor, for and in consideration of the sum of Ten and No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, and Grantees successors and assigns forever, all that certain land located in **Okaloosa County, State of Florida,** more particularly described as follows:

The West 8.42 Feet of The North 100.00 Feet and The West 12.00 Feet of The South 20.00 Feet of Lot 26 and The East 7.79 Feet of The North 100.00 Feet and The East 6.00 Feet of The South 20.00 Feet of Lot 27, SANDALWOOD MANOR TOWNHOMES FIRST ADDITION, as recorded in Plat Book 6, Page 93 of the Public Records of Okaloosa County, Florida.

PARCEL ID NO. 00-2S-22-2167-0000-0260

The land described herein is not the homestead of the Grantor, and neither the Grantor, nor anyone for whose support the Grantor is responsible, resides on or adjacent to said land.

SUBJECT to covenants, restrictions, easements, reservations and other matters of record, if any now exist, which are not hereby reimposed.

TOGETHER WITH all and singular rights, privileges, hereditaments, and appurtenances to the Real Estate belonging or in any wise incident to appertaining thereto.

TO HAVE AND TO HOLD, the same unto the said Grantee in fee simple forever.

AND Grantor hereby covenants with Grantee that Grantor is lawfully seized of said land in fee simple; that Grantor has good right and lawful authority to sell and convey said land; that Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever and that said land is free of all encumbrances, except as otherwise stated herein and except taxes accruing subsequent to December 31, 2022.

IN WITNESS WHEREOF, Grantor has signed and sealed these presents effective for all purposes as of the day and year first above written.

Signed, sealed and delivered in our presence:

Witness #1: _____
(Witness Sign Above Line)
Printed Name: Jill Bryant

Witness #2: _____
(Witness Sign above Line)
Printed Name: Marsha Hayes

Witness #1: _____
(Witness Sign Above Line)
Printed Name: Jill Bryant

Witness #2: _____
(Witness Sign above Line)
Printed Name: Marsha Hayes

_____
Zoilo A. Fermin

_____
Sun J. Fermin

STATE OF FLORIDA)
COUNTY OF OKALOOSA)

The foregoing instrument was acknowledged before me by means of (X) physical presence or ( ) online notarization this 26th day of April, 2023, by Zoilo A. Fermin and wife, Sun J. Fermin,

_____ who are personally known to me OR

__X__ who have produced a Driver's License as proper identification and who did not take an oath.

_____
NOTARY PUBLIC
My Commission Expires: _____

(NOTARY SEAL)

Notary Public State of Florida
Jill M Bryant
My Commission HH 332716
Expires 11/16/2026

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that, **Zoilo A. Fermin,** party of the first part, for and in consideration of the sum of Ten Dollars, lawful money of the United States, to such party paid by **THE CITY OF DESTIN, Florida, a Florida municipal corporation**, party of the second part, the receipt and sufficiency whereof are hereby acknowledged, has granted, bargained, sold, transferred and delivered, and by these presents does grant, bargain, sell, transfer and deliver unto the said party of the second part, such party's personal representatives, heirs, successors and assigns, the following goods and chattels:

All built in furnishings, built in appliances, ceiling fans, light fixtures, attached wall-to-wall carpeting and flooring, on the real property more particularly described in Exhibit A, which items are being conveyed "AS IS" and in accordance with the terms and conditions of the Offer and Purchase Agreement by and between the parties hereto.

TO HAVE AND TO HOLD the same unto the said party of the second part, such party's personal representatives, heirs, successors and assigns forever.

And first party does for such party, and such party's personal representatives, heirs and assigns, covenant to and with the said party of the second part, such party's personal representatives, heirs, successors and assigns, that said party of the first part is the lawful owner of the said goods and chattels; that they are free from all encumbrances; that first party has good right to sell the same as aforesaid, and that first party will warrant and defend the sale of the said goods and chattels hereby made unto the said party of the second part, such party's personal representatives, heirs, successors and assigns, against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, said party of the first part has hereunto set such party's hand(s) and seal(s) effective as of the 26th day of April, 2023.

Signed, sealed and delivered in the presence of:

Witness 1 (Signature Above Line)

Print Name: Jill Bryant

Witness 2 (Signature Above Line)

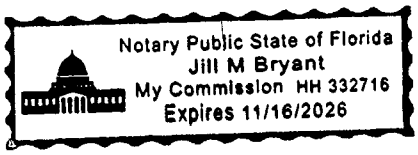
Print Name: Marsha Hayes

Zoilo A. Fermin

STATE OF FLORIDA
COUNTY OF OKALOOSA

The foregoing instrument was acknowledged before me by means of (X) physical presence or ( ) online notarization, this 26th day of April, 2023, by Zoilo A. Fermin.

____ who is personally known to me OR
__X__ who has produced a Driver's License as proper identification and who did not take an oath.



NOTARY PUBLIC
My Commission Expires: _____

This Instrument prepared by:
C. Jeffrey McInnis, Attorney at Law
Anchors Smith Grimsley, P.L.C.
909 Mar Walt Drive, Suite 1014
Fort Walton Beach, FL 32547
jmcinnis@asglegal.com
File No. 23-0034cjm

EXHIBIT A

Parcel (ID# 00-2S-22-2167-0000-0260)

The West 8.42 Feet of The North 100.00 Feet and The West 12.00 Feet of The South 20.00 Feet of Lot 26 and The East 7.79 Feet of The North 100.00 Feet and The East 6.00 Feet of The South 20.00 Feet of Lot 27, SANDALWOOD MANOR TOWNHOMES FIRST ADDITION, as recorded in Plat Book 6, Page 93 of the Public Records of Okaloosa County, Florida.

OKALOOSA COUNTY, FLORIDA
Recording Fee: $ 18.50
Documentary Stamps: $ 3531.50

E-RECORDED Instr. # 3631523
Okaloosa County, FL
O.R. Book 3680 Page 3775
Date 6/23/2023 Time 9:23 AM

THIS INSTRUMENT PREPARED BY:
C. JEFFREY MCINNIS, Attorney at Law
ANCHORS SMITH GRIMSLEY, PLC
909 Mar Walt Drive, Suite 1014
Fort Walton Beach, Florida 32547
(850) 863-4064
File No. 23-0038CJM

STATE OF FLORIDA)
COUNTY OF OKALOOSA)

WARRANTY DEED

THIS WARRANTY DEED is made effective the 22nd day of June, 2023, by **TRACY LYNNE BANIS, A SINGLE WOMAN,** whose post office address for purposes hereof is 1154 Bay Ct., Destin, FL 32541 (hereinafter called "Grantor"), to **The City of Destin, Florida, a Florida municipal corporation,** whose post office address for purposes hereof is 4200 Indian Bayou Trail, Destin, FL 32541, (hereinafter called "Grantee):

WITNESSETH: That Grantor, for and in consideration of the sum of Ten and No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, and Grantee's successors and assigns forever, all that certain land located in **Okaloosa County, State of Florida,** more particularly described as follows:

All of Lot 25 and the East 15.58 feet of the North 100.00 feet and the East 12.00 feet of the South 20.00 feet of Lot 26, SANDALWOOD MANOR TOWNHOMES FIRST ADDITION, according to plat thereof on file in Plat Book 6, Page 93, in the office of the Clerk of Circuit Court, Okaloosa County, Florida.

PARCEL ID NO. 00-2S-22-2167-0000-0250

THE PROPERTY HEREIN CONVEYED IS NOT THE HOMESTEAD PROPERTY OF GRANTOR.

THE LAND DESCRIBED HEREIN IS NOT THE HOMESTEAD OF THE GRANTOR (S) AND NEITHER THE GRANTOR(S),NOR THE GRANTOR(S) SPOUSE, NOR ANYONE FOR WHOSE SUPPORT THE GRANTOR(S) IS RESPONSIBLE, RESIDES ON OR ADJACENT TO SAID LAND.

SUBJECT to covenants, restrictions, easements, reservations and other matters of record, if any now exist, which are not hereby reimposed.

TOGETHER WITH all and singular the rights, privileges, tenements, hereditaments, and appurtenances belonging or in anywise incident or appertaining thereto.

TO HAVE AND TO HOLD, the same unto the said Grantee in fee simple forever.

AND Grantor hereby covenants with Grantee that Grantor is lawfully seized of said land in fee simple; that Grantor has good right and lawful authority to sell and convey said land; that Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever and that said land is free of all encumbrances, except as otherwise stated herein and except taxes accruing subsequent to December 31, 2022.

IN WITNESS WHEREOF, Grantor has signed and sealed these presents effective for all purposes as of the day and year first above written.

Signed, sealed and delivered in our presence:

Witness #1: Wendi Townsend
(Witness Sign Above Line)
Printed Name: Wendi Townsend

Witness #2: Jill Bryant
(Witness Sign above Line)
Printed Name: Jill Bryant

Tracy Lynne Banis

STATE OF FLORIDA)
COUNTY OF OKALOOSA)

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online presence this 22nd day of June, 2023, by Tracy Lynne Banis, who
[ ] is personally known to me or
[X] who produced Driver's License as identification and who did not take an oath.

Jill Bryant
NOTARY PUBLIC

Notary Public State of Florida
Jill M Bryant
My Commission HH 332716
Expires 11/16/2026

Transaction Identification Data, for which the Company assumes no liability as set forth in Condition 9.d.:
Issuing Agent: First American Title Insurance Company
Issuing Office: PO Box 776123, Chicago, IL 60677-6124
Issuing Office's ALTA® Registry ID:
Issuing Office File Number: 7223-6388161
Property Address: 611 SANDALWOOD DR, DESTIN, FL 32541-2454

SCHEDULE A

Name and Address of Title Insurance Company:
FIRST AMERICAN TITLE INSURANCE COMPANY, 1 First American Way, Santa Ana, California 92707
Customer Reference Number: 23-0038CJM
First American File Number: 7223-6388161
Policy Number: 50140212-0014765e
Amount of Insurance: $504,500.00
Date of Policy: June 23, 2023 at 09:23 a.m.

1. The Insured is:

   The City of Destin, Florida, a Florida municipal corporation

2. The estate or interest in the Land insured by this policy is:

   Fee Simple

3. The Title is vested in:

   The City of Destin, Florida, a Florida municipal corporation

4. The Land is described as follows:

   See Exhibit A attached hereto and made a part hereof

Anchors Smith Grimsley, Professional, Limited Company

By: _____
Authorized Signatory

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Exhibit A

Agent File Number: 23-0038CJM
FAST File Number: 7223-6388161

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

All of Lot 25 and the East 15.58 feet of the North 100.00 feet and the East 12.00 feet of the South 20.00 feet of Lot 26, SANDALWOOD MANOR TOWNHOMES FIRST ADDITION, according to plat thereof on file in Plat Book 6, Page 93, in the office of the Clerk of Circuit Court, Okaloosa County, Florida.

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Customer Reference Number: 23-0038CJM
First American File Number: 7223-6388161

SCHEDULE B

Policy Number: 50140212-0014765e

EXCEPTIONS FROM COVERAGE

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This policy treats any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document are excepted from coverage.

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses resulting from the terms and conditions of any lease or easement identified in Schedule A, and the following matters:

1. Any rights, interests, or claims of parties in possession of the land not shown by the Public Records.

2. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.

3. Any lien, for services, labor, or materials in connection with improvements, repairs or renovations provided before, on, or after Date of Policy, not shown by the Public Records.

4. Any dispute as to the boundaries caused by a change in the location of any water body within or adjacent to the Land prior to Date of Policy, and any adverse claim to all or part of the Land that is, at Date of Policy, or was previously under water.

5. Taxes or special assessments not shown as liens in the Public Records or in the records of the local tax collecting authority, at Date of Policy.

6. Any minerals or mineral rights leased, granted or retained by current or prior owners.

7. Taxes and assessments for the year 2023 and subsequent years, which are not yet due and payable.

NOTE: Exception(s) numbered 1, 3, 5 and 6 above is/are hereby deleted.

8. Oil, gas and mineral reservations contained in Deed from , recorded in Book 952, Page 44, without right of entry.

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Note: All of the recording information contained herein refers to the Public Records of OKALOOSA County, Florida, unless otherwise indicated. Any reference herein to a Book and Page or Instrument Number is a reference to the Official Record Books of said county, unless indicated to the contrary.

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Agent File Number: 23-0038CJM
Issuing Office File Number: 7223-6388161

Note: All of the recording information contained herein refers to the Public Records of OKALOOSA County, Florida, unless otherwise indicated. Any reference herein to a Book and Page is a reference to the Official Record Books of said county, unless indicated to the contrary.

Notices - Where Sent

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Company, Attention: Claims Department, 1 First American Way, Santa Ana, CA 92707.

Service, Quality and Availability

First American Title Insurance Company cares about its customers and their ability to obtain information and service on a convenient, timely and accurate basis. A qualified staff of service representatives is dedicated to serving you. A toll-free number is available for your convenience in obtaining information about coverage and to provide assistance in resolving complaints at 1-800-929-7186. Office hours are from 8:30 a.m. through 5:30 p.m. Monday through Friday.

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ALTA OWNER'S POLICY OF TITLE INSURANCE
issued by
FIRST AMERICAN TITLE INSURANCE COMPANY

This policy, when issued by the Company with a Policy Number and the Date of Policy, is valid even if this policy or any endorsement to this policy is issued electronically or lacks any signature.

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at the address shown in Condition 17.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, FIRST AMERICAN TITLE INSURANCE COMPANY, a Nebraska corporation (the "Company"), insures as of the Date of Policy and, to the extent stated in Covered Risks 9 and 10, after the Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. The Title being vested other than as stated in Schedule A.

2. Any defect in or lien or encumbrance on the Title. Covered Risk 2 includes, but is not limited to, insurance against loss from:

a. a defect in the Title caused by:
   i. forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
   ii. the failure of a person or Entity to have authorized a transfer or conveyance;
   iii. a document affecting the Title not properly authorized, created, executed, witnessed, sealed, acknowledged, notarized (including by remote online notarization), or delivered;
   iv. a failure to perform those acts necessary to create a document by electronic means authorized by law;
   v. a document executed under a falsified, expired, or otherwise invalid power of attorney;
   vi. a document not properly filed, recorded, or indexed in the Public Records, including the failure to have performed those acts by electronic means authorized by law;
   vii. a defective judicial or administrative proceeding; or
   viii. the repudiation of an electronic signature by a person that executed a document because the electronic signature on the document was not valid under applicable electronic transactions law.

b. the lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.

c. the effect on the Title of an encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment (including an encroachment of an improvement across the boundary lines of the Land), but only if the encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment would have been disclosed by an accurate and complete land title survey of the Land.

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3. Unmarketable Title.

4. No right of access to and from the Land.

5. A violation or enforcement of a law, ordinance, permit, or governmental regulation (including those relating to building and zoning), but only to the extent of the violation or enforcement described by the enforcing governmental authority in an Enforcement Notice that identifies a restriction, regulation, or prohibition relating to:
a. the occupancy, use, or enjoyment of the Land;
b. the character, dimensions, or location of an improvement on the Land;
c. the subdivision of the Land; or
d. environmental remediation or protection on the Land.

6. An enforcement of a governmental forfeiture, police, regulatory, or national security power, but only to the extent of the enforcement described by the enforcing governmental authority in an Enforcement Notice.

7. An exercise of the power of eminent domain, but only to the extent:
a. of the exercise described in an Enforcement Notice; or
b. the taking occurred and is binding on a purchaser for value without Knowledge.

8. An enforcement of a PACA-PSA Trust, but only to the extent of the enforcement described in an Enforcement Notice.

9. The Title being vested other than as stated in Schedule A, the Title being defective, or the effect of a court order providing an alternative remedy:
a. resulting from the avoidance, in whole or in part, of any transfer of all or any part of the Title to the Land or any interest in the Land occurring prior to the transaction vesting the Title because that prior transfer constituted a:
   i. fraudulent conveyance, fraudulent transfer, or preferential transfer under federal bankruptcy, state insolvency, or similar state or federal creditors' rights law; or
   ii. voidable transfer under the Uniform Voidable Transactions Act; or
b. because the instrument vesting the Title constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar state or federal creditors' rights law by reason of the failure:
   i. to timely record the instrument vesting the Title in the Public Records after execution and delivery of the instrument to the Insured; or
   ii. of the recording of the instrument vesting the Title in the Public Records to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.

10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to the Date of Policy and prior to the recording of the deed or other instrument vesting the Title in the Public Records.

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DEFENSE OF COVERED CLAIMS

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this policy, but only to the extent provided in the Conditions.

First American Title Insurance Company

Kenneth D. DeGiorgio, President

Greg L. Smith, Secretary

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EXCLUSIONS FROM COVERAGE

The following matters are excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
   i. the occupancy, use, or enjoyment of the Land;
   ii. the character, dimensions, or location of any improvement on the Land;
   iii. the subdivision of land; or
   iv. environmental remediation or protection.
   b. any governmental forfeiture, police, regulatory, or national security power.
   c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.

   Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.

2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.

3. Any defect, lien, encumbrance, adverse claim, or other matter:
   a. created, suffered, assumed, or agreed to by the Insured Claimant;
   b. not Known to the Company, not recorded in the Public Records at the Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   c. resulting in no loss or damage to the Insured Claimant;
   d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or
   e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.

4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:
   a. fraudulent conveyance or fraudulent transfer;
   b. voidable transfer under the Uniform Voidable Transactions Act; or
   c. preferential transfer:
      i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
      ii. for any other reason not stated in Covered Risk 9.b.

5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.

6. Any lien on the Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.

7. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

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CONDITIONS

1. DEFINITION OF TERMS

In this policy, the following terms have the meanings given to them below. Any defined term includes both the singular and the plural, as the context requires:

a. "Affiliate": An Entity:
   i. that is wholly owned by the Insured;
   ii. that wholly owns the Insured; or
   iii. if that Entity and the Insured are both wholly owned by the same person or entity.

b. "Amount of Insurance": The Amount of Insurance stated in Schedule A, as may be increased by Condition 8.d. or decreased by Condition 10 or 11; or increased or decreased by endorsements to this policy.

c. "Date of Policy": The Date of Policy stated in Schedule A.

d. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.

e. "Enforcement Notice": A document recorded in the Public Records that describes any part of the Land and:
   i. is issued by a governmental agency that identifies a violation or enforcement of a law, ordinance, permit, or governmental regulation;
   ii. is issued by a holder of the power of eminent domain or a governmental agency that identifies the exercise of a governmental power; or
   iii. asserts a right to enforce a PACA PSA Trust.

f. "Entity": A corporation, partnership, trust, limited liability company, or other entity authorized by law to own title to real property in the State where the Land is located.

g. "Insured":
   i. (a). The Insured named in Item 1 of Schedule A;
      (b). the successor to the Title of an Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
      (c). the successor to the Title of an Insured resulting from dissolution, merger, consolidation, distribution, or reorganization;
      (d). the successor to the Title of an Insured resulting from its conversion to another kind of Entity; or
      (e). the grantee of an Insured under a deed or other instrument transferring the Title, if the grantee is:
         (1). an Affiliate;
         (2). a trustee or beneficiary of a trust created by a written instrument established for estate planning purposes by an Insured;
         (3). a spouse who receives the Title because of a dissolution of marriage;
         (4). a transferee by a transfer effective on the death of an Insured as authorized by law; or
         (5). another Insured named in Item 1 of Schedule A.
   ii. The Company reserves all rights and defenses as to any successor or grantee that the Company would have had against any predecessor Insured.

h. "Insured Claimant": An Insured claiming loss or damage arising under this policy.

i. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.

j. "Land": The land described in Item 4 of Schedule A and improvements located on that land at the Date of Policy that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is insured by this policy.

k. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security

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instrument, including one evidenced by electronic means authorized by law.

l. "PACA-PSA Trust": A trust under the federal Perishable Agricultural Commodities Act or the federal Packers and Stockyards Act or a similar State or federal law.

m. "Public Records": The recording or filing system established under State statutes in effect at the Date of Policy under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.

n. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.

o. "Title": The estate or interest in the Land identified in Item 2 of Schedule A.

p. "Unmarketable Title": The Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or a lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF COVERAGE

This policy continues as of the Date of Policy in favor of an Insured, so long as the Insured:

a. retains an estate or interest in the Land;

b. owns an obligation secured by a purchase money Mortgage given by a purchaser from the Insured; or

c. has liability for warranties given by the Insured in any transfer or conveyance of the Insured's Title.

Except as provided in Condition 2, this policy terminates and ceases to have any further force or effect after the Insured conveys the Title. This policy does not continue in force or effect in favor of any person or entity that is not the Insured and acquires the Title or an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured must notify the Company promptly in writing if the Insured has Knowledge of:

a. any litigation or other matter for which the Company may be liable under this policy; or

b. any rejection of the Title as Unmarketable Title.

If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under this policy is reduced to the extent of the prejudice.

4. PROOF OF LOSS

The Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, adverse claim, or other matter insured against by this policy that constitutes the basis of loss or damage and must state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

a. Upon written request by the Insured and subject to the options contained in Condition 7, the Company, at its own cost and without unreasonable delay, will provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company has the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those covered causes of action. The Company is not liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of any cause of action that alleges matters not insured against by this policy.

b. The Company has the right, in addition to the options contained in Condition 7, at its own cost, to institute and prosecute any action or proceeding or to do any other act that, in its opinion, may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy,

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whether or not it is liable to the Insured. The Company's exercise of these rights is not an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under Condition 5.b., it must do so diligently.

c. When the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court having jurisdiction. The Company reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

a. When this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured will secure to the Company the right to prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose.

When requested by the Company, the Insured, at the Company's expense, must give the Company all reasonable aid in:

i. securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement; and

ii. any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter, as insured.

If the Company is prejudiced by any failure of the Insured to furnish the required cooperation, the Company's liability and obligations to the Insured under this policy terminate, including any obligation to defend, prosecute, or continue any litigation, regarding the matter requiring such cooperation.

b. The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos, whether bearing a date before or after the Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant must grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all the records in the custody or control of a third party that reasonably pertain to the loss or damage. No information designated in writing as confidential by the Insured Claimant provided to the Company pursuant to Condition 6 will be later disclosed to others unless, in the reasonable judgment of the Company, disclosure is necessary in the administration of the claim or required by law. Any failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in Condition 6.b., unless prohibited by law, terminates any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company has the following additional options:

a. *To Pay or Tender Payment of the Amount of Insurance*

To pay or tender payment of the Amount of Insurance under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

Upon the exercise by the Company of this option provided for in Condition 7.a., the Company's liability and obligations to the Insured under this policy terminate, including any obligation to defend, prosecute, or continue any litigation.

b. *To Pay or Otherwise Settle with Parties other than the Insured or with the Insured Claimant*

i. To pay or otherwise settle with parties other than the Insured for or in the name of the Insured Claimant. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

ii. To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to

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the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either option provided for in Condition 7.b., the Company's liability and obligations to the Insured under this policy for the claimed loss or damage terminate, including any obligation to defend, prosecute, or continue any litigation.

8. CONTRACT OF INDEMNITY; DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by an Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy. This policy is not an abstract of the Title, report of the condition of the Title, legal opinion, opinion of the Title, or other representation of the status of the Title. All claims asserted under this policy are based in contract and are restricted to the terms and provisions of this policy. The Company is not liable for any claim alleging negligence or negligent misrepresentation arising from or in connection with this policy or the determination of the insurability of the Title.

a. The extent of liability of the Company for loss or damage under this policy does not exceed the lesser of:
   i. the Amount of Insurance; or
   ii. the difference between the fair market value of the Title, as insured, and the fair market value of the Title subject to the matter insured against by this policy.

b. Except as provided in Condition 8.c. or 8.d., the fair market value of the Title in Condition 8.a.ii. is calculated using the date the Insured discovers the defect, lien, encumbrance, adverse claim, or other matter insured against by this policy.

c. If, at the Date of Policy, the Title to all of the Land is void by reason of a matter insured against by this policy, then the Insured Claimant may, by written notice given to the Company, elect to use the Date of Policy as the date for calculating the fair market value of the Title in Condition 8.a.ii.

d. If the Company pursues its rights under Condition 5.b. and is unsuccessful in establishing the Title, as insured:
   i. the Amount of Insurance will be increased by 15%; and
   ii. the Insured Claimant may, by written notice given to the Company, elect, as an alternative to the dates set forth in Condition 8.b. or, if it applies, 8.c., to use either the date the settlement, action, proceeding, or other act described in Condition 5.b. is concluded or the date the notice of claim required by Condition 3 is received by the Company as the date for calculating the fair market value of the Title in Condition 8.a.ii.

e. In addition to the extent of liability for loss or damage under Conditions 8.a. and 8.d., the Company will also pay the costs, attorneys' fees, and expenses incurred in accordance with Conditions 5 and 7.

9. LIMITATION OF LIABILITY

a. The Company fully performs its obligations and is not liable for any loss or damage caused to the Insured if the Company accomplishes any of the following in a reasonable manner:
   i. removes the alleged defect, lien, encumbrance, adverse claim, or other matter;
   ii. cures the lack of a right of access to and from the Land; or
   iii. cures the claim of Unmarketable Title,

   all as insured. The Company may do so by any method, including litigation and the completion of any appeals.

b. The Company is not liable for loss or damage arising out of any litigation, including litigation by the Company or with the Company's consent, until a State or federal court having jurisdiction makes a final, non-appealable determination adverse to the Title.

c. The Company is not liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

d. The Company is not liable for the content of the Transaction Identification Data, if any.

10. REDUCTION OR TERMINATION OF INSURANCE

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance will be reduced by any amount the Company pays under any policy insuring a

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Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after the Date of Policy and which is a charge or lien on the Title, and the amount so paid will be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage are determined in accordance with the Conditions, the Company will pay the loss or damage within 30 days.

13. COMPANY'S RECOVERY AND SUBROGATION RIGHTS UPON SETTLEMENT AND PAYMENT

a. If the Company settles and pays a claim under this policy, it is subrogated and entitled to the rights and remedies of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person, entity, or property to the fullest extent permitted by law, but limited to the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant must execute documents to transfer these rights and remedies to the Company. The Insured Claimant permits the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

b. If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company defers the exercise of its subrogation right until after the Insured Claimant fully recovers its loss.

c. The Company's subrogation right includes the Insured's rights to indemnity, guaranty, warranty, insurance policy, or bond, despite any provision in those instruments that addresses recovery or subrogation rights.

14. POLICY ENTIRE CONTRACT

a. This policy together with all endorsements, if any, issued by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy will be construed as a whole. This policy and any endorsement to this policy may be evidenced by electronic means authorized by law.

b. Any amendment of this policy must be by a written endorsement issued by the Company. To the extent any term or provision of an endorsement is inconsistent with any term or provision of this policy, the term or provision of the endorsement controls. Unless the endorsement expressly states, it does not:

i. modify any prior endorsement,
ii. extend the Date of Policy,
iii. insure against loss or damage exceeding the Amount of Insurance, or
iv. increase the Amount of Insurance.

15. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, this policy will be deemed not to include that provision or the part held to be invalid, but all other provisions will remain in full force and effect.

16. CHOICE OF LAW AND CHOICE OF FORUM

a. *Choice of Law*

The Company has underwritten the risks covered by this policy and determined the premium charged in reliance upon the State law affecting interests in real property and the State law applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the State where the Land is located.

The State law of the State where the Land is located, or to the extent it controls, federal law, will determine the validity of claims against the Title and the interpretation and enforcement of the terms of this policy, without regard to conflicts of law principles to determine the applicable law.

b. *Choice of Forum*

Any litigation or other proceeding brought by the Insured against the Company must be filed only in a State or federal court having jurisdiction.

17. NOTICES

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Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at: **First American Title Insurance Company, Attn: Claims National Intake Center, 5 First American Way, Santa Ana, California 92707. Phone: 888-632-1642 (claims.nic@firstam.com).**

18. ARBITRATION

a. All claims and disputes arising out of or relating to this policy, including any service or other matter in connection with issuing this policy, any breach of a policy provision, or any other claim or dispute arising out of or relating to the transaction giving rise to this policy, may be submitted to binding arbitration only when agreed to by both the Company and the Insured. Arbitration must be conducted pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("ALTA Rules"). The ALTA Rules are available online at www.alta.org/arbitration. The ALTA Rules incorporate, as appropriate to a particular dispute, the Consumer Arbitration Rules and Commercial Arbitration Rules of the American Arbitration Association ("AAA Rules"). The AAA Rules are available online at www.adr.org.

b. *If there is a final judicial determination that a request for particular relief cannot be arbitrated in accordance with this Condition 18, then only that request for particular relief may be brought in court. All other requests for relief remain subject to this Condition 18.*

c. Fees will be allocated in accordance with the applicable AAA Rules. The results of arbitration will be binding upon the parties. The arbitrator may consider, but is not bound by, rulings in prior arbitrations involving different parties. The arbitrator is bound by rulings in prior arbitrations involving the same parties to the extent required by law. The arbitrator must issue a written decision sufficient to explain the findings and conclusions on which the award is based. Judgment upon the award rendered by the arbitrator may be entered in any State or federal court having jurisdiction.

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TIMOTHY W. SHAW

* FLORIDA SUPREME COURT CERTIFIED CIRCUIT AND APPELLATE MEDIATOR
+ ALSO ADMITTED IN WYOMING & ALABAMA

MICHAEL A. FLOWERS**
SHIRAZ A. HOSEIN
N. GRESHAM FOSTER, L.L.M.
KYLE S. BAUMAN
MICHAEL R. GOODSON++

** FORMER CIRCUIT JUDGE
++ FLORIDA SUPREME COURT CERTIFIED FAMILY LAW MEDIATOR

June 6, 2023

Via FEDEX

City of Destin
4200 Indian Bayou Trail
Destin, FL 32541
Attn: Jeffrey Cozadd

RE: File# 23-0033CJM /
700 Legion Dr., Destin, FL 32541 / BEVERLYCOLE ENTERPRISES, LLC

Dear Mr. Cozadd,

Enclosed please find the following documents concerning the above referenced real property closing :

1. Original Owner's Policy # 50140212-0008364e.
2. Original Recorded Warranty Deed.
3. Original Bill of Sale.

Please keep these documents in a safe place. Please let me know if you should need anything further. Should you have any questions, or if we can provide you with any assistance in the future please give us a call. Congratulations on your Purchase!!!

Sincerely,
ANCHORS SMITH GRIMSLEY, PLC

Jill Bryant Jill Bryant
Real Estate Closing Administrator for
C. Jeffrey McInnis, Esq.
Direct line: 850-362-7217
Email: jbryant@asglegal.com
Enclosures



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Transaction Identification Data, for which the Company assumes no liability as set forth in Condition 9.d.:
Issuing Agent: First American Title Insurance Company
Issuing Office: PO Box 776123, Chicago, IL 60677-6124
Issuing Office's ALTA® Registry ID:
Issuing Office File Number: 7223-6384807
Property Address: 700 LEGION DR, DESTIN, FL 32541-7504

SCHEDULE A

Name and Address of Title Insurance Company:
FIRST AMERICAN TITLE INSURANCE COMPANY, 1 First American Way, Santa Ana, California 92707
Customer Reference Number: 23-0033CJM
First American File Number: 7223-6384807
Policy Number: 50140212-0008364e
Amount of Insurance: $622,500.00
Date of Policy: May 16, 2023 at 12:05 p.m.

1. The Insured is:

   The City of Destin, Florida, a Florida municipal corporation

2. The estate or interest in the Land insured by this policy is:

   Fee Simple

3. The Title is vested in:

   The City of Destin, Florida, a Florida municipal corporation

4. The Land is described as follows:

   See Exhibit A attached hereto and made a part hereof

Anchors Smith Grimsley, Professional, Limited Company

By: _____
Authorized Signatory

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Exhibit A

Agent File Number: 23-0033CJM
FAST File Number: 7223-6384807

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

Lot 13, SKEETER SUBDIVISION, according to the plat thereof recorded in Plat Book 6, Page 10, of the Public Records of Okaloosa County, Florida.

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Customer Reference Number: 23-0033CJM
First American File Number: 7223-6384807

SCHEDULE B

Policy Number: 50140212-0008364e

EXCEPTIONS FROM COVERAGE

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This policy treats any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document are excepted from coverage.

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses resulting from the terms and conditions of any lease or easement identified in Schedule A, and the following matters:

1. Any rights, interests, or claims of parties in possession of the land not shown by the Public Records.

2. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.

3. Any lien, for services, labor, or materials in connection with improvements, repairs or renovations provided before, on, or after Date of Policy, not shown by the Public Records.

4. Any dispute as to the boundaries caused by a change in the location of any water body within or adjacent to the Land prior to Date of Policy, and any adverse claim to all or part of the Land that is, at Date of Policy, or was previously under water.

5. Taxes or special assessments not shown as liens in the Public Records or in the records of the local tax collecting authority, at Date of Policy.

6. Any minerals or mineral rights leased, granted or retained by current or prior owners.

NOTE: Exception(s) numbered 1, 3, 4, 5 and 6 above is/are hereby deleted.

7. Taxes and assessments for the year 2023 and subsequent years, which are not yet due and payable.

8. Easement granted to Gulf Power Company by instrument recorded in Book 148, Page 99.

9. Easement granted to Gulf Power Company by instrument recorded in Book 1121, Page 1728.

10. Grant of Easement recorded in Book 1102, Page 116.

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11. Reservation of oil, gas and minerals contained in Warranty Deed recorded in Book 1062, Page 849, without right of entry.

12. Easement(s) set forth in Warranty Deed recorded in Book 1101, Page 343.

Note: All of the recording information contained herein refers to the Public Records of OKALOOSA County, Florida, unless otherwise indicated. Any reference herein to a Book and Page or Instrument Number is a reference to the Official Record Books of said county, unless indicated to the contrary.

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Agent File Number: 23-0033CJM
Issuing Office File Number: 7223-6384807

Note: All of the recording information contained herein refers to the Public Records of OKALOOSA County, Florida, unless otherwise indicated. Any reference herein to a Book and Page is a reference to the Official Record Books of said county, unless indicated to the contrary.

Notices - Where Sent

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Company, Attention: Claims Department, 1 First American Way, Santa Ana, CA 92707.

Service, Quality and Availability

First American Title Insurance Company cares about its customers and their ability to obtain information and service on a convenient, timely and accurate basis. A qualified staff of service representatives is dedicated to serving you. A toll-free number is available for your convenience in obtaining information about coverage and to provide assistance in resolving complaints at 1-800-929-7186. Office hours are from 8:30 a.m. through 5:30 p.m. Monday through Friday.

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ALTA OWNER'S POLICY OF TITLE INSURANCE
issued by
FIRST AMERICAN TITLE INSURANCE COMPANY

This policy, when issued by the Company with a Policy Number and the Date of Policy, is valid even if this policy or any endorsement to this policy is issued electronically or lacks any signature.

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at the address shown in Condition 17.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, FIRST AMERICAN TITLE INSURANCE COMPANY, a Nebraska corporation (the "Company"), insures as of the Date of Policy and, to the extent stated in Covered Risks 9 and 10, after the Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. The Title being vested other than as stated in Schedule A.

2. Any defect in or lien or encumbrance on the Title. Covered Risk 2 includes, but is not limited to, insurance against loss from:
- a. a defect in the Title caused by:
  - i. forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
  - ii. the failure of a person or Entity to have authorized a transfer or conveyance;
  - iii. a document affecting the Title not properly authorized, created, executed, witnessed, sealed, acknowledged, notarized (including by remote online notarization), or delivered;
  - iv. a failure to perform those acts necessary to create a document by electronic means authorized by law;
  - v. a document executed under a falsified, expired, or otherwise invalid power of attorney;
  - vi. a document not properly filed, recorded, or indexed in the Public Records, including the failure to have performed those acts by electronic means authorized by law;
  - vii. a defective judicial or administrative proceeding; or
  - viii. the repudiation of an electronic signature by a person that executed a document because the electronic signature on the document was not valid under applicable electronic transactions law.
- b. the lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
- c. the effect on the Title of an encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment (including an encroachment of an improvement across the boundary lines of the Land), but only if the encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment would have been disclosed by an accurate and complete land title survey of the Land.

3. Unmarketable Title.

4. No right of access to and from the Land.

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5. A violation or enforcement of a law, ordinance, permit, or governmental regulation (including those relating to building and zoning), but only to the extent of the violation or enforcement described by the enforcing governmental authority in an Enforcement Notice that identifies a restriction, regulation, or prohibition relating to:
   a. the occupancy, use, or enjoyment of the Land;
   b. the character, dimensions, or location of an improvement on the Land;
   c. the subdivision of the Land; or
   d. environmental remediation or protection on the Land.

6. An enforcement of a governmental forfeiture, police, regulatory, or national security power, but only to the extent of the enforcement described by the enforcing governmental authority in an Enforcement Notice.

7. An exercise of the power of eminent domain, but only to the extent:
   a. of the exercise described in an Enforcement Notice; or
   b. the taking occurred and is binding on a purchaser for value without Knowledge.

8. An enforcement of a PACA-PSA Trust, but only to the extent of the enforcement described in an Enforcement Notice.

9. The Title being vested other than as stated in Schedule A, the Title being defective, or the effect of a court order providing an alternative remedy:
   a. resulting from the avoidance, in whole or in part, of any transfer of all or any part of the Title to the Land or any interest in the Land occurring prior to the transaction vesting the Title because that prior transfer constituted a:
      i. fraudulent conveyance, fraudulent transfer, or preferential transfer under federal bankruptcy, state insolvency, or similar state or federal creditors' rights law; or
      ii. voidable transfer under the Uniform Voidable Transactions Act; or
   b. because the instrument vesting the Title constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar state or federal creditors' rights law by reason of the failure:
      i. to timely record the instrument vesting the Title in the Public Records after execution and delivery of the instrument to the Insured; or
      ii. of the recording of the instrument vesting the Title in the Public Records to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.

10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to the Date of Policy and prior to the recording of the deed or other instrument vesting the Title in the Public Records.

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DEFENSE OF COVERED CLAIMS

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this policy, but only to the extent provided in the Conditions.

First American Title Insurance Company

Kenneth D. DeGiorgio, President

Lisa W. Cornehl, Secretary

For Reference:

File #: 23-0033CJM
Policy #: 50140212-0008364e

Issued By:

Anchors Smith Grimsley, Professional Limited C ompany
909 Mar Walt Drive, Suite 1014
Fort Walton Beach, FL 32547

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EXCLUSIONS FROM COVERAGE

The following matters are excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
   i. the occupancy, use, or enjoyment of the Land;
   ii. the character, dimensions, or location of any improvement on the Land;
   iii. the subdivision of land; or
   iv. environmental remediation or protection.
   b. any governmental forfeiture, police, regulatory, or national security power.
   c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.
   Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.

2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.

3. Any defect, lien, encumbrance, adverse claim, or other matter:
   a. created, suffered, assumed, or agreed to by the Insured Claimant;
   b. not Known to the Company, not recorded in the Public Records at the Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   c. resulting in no loss or damage to the Insured Claimant;
   d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or
   e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.

4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:
   a. fraudulent conveyance or fraudulent transfer;
   b. voidable transfer under the Uniform Voidable Transactions Act; or
   c. preferential transfer:
      i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
      ii. for any other reason not stated in Covered Risk 9.b.

5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.

6. Any lien on the Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.

7. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

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CONDITIONS

1. DEFINITION OF TERMS

In this policy, the following terms have the meanings given to them below. Any defined term includes both the singular and the plural, as the context requires:

a. "Affiliate": An Entity:
   i. that is wholly owned by the Insured;
   ii. that wholly owns the Insured; or
   iii. if that Entity and the Insured are both wholly owned by the same person or entity.

b. "Amount of Insurance": The Amount of Insurance stated in Schedule A, as may be increased by Condition 8.d. or decreased by Condition 10 or 11; or increased or decreased by endorsements to this policy.

c. "Date of Policy": The Date of Policy stated in Schedule A.

d. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.

e. "Enforcement Notice": A document recorded in the Public Records that describes any part of the Land and:
   i. is issued by a governmental agency that identifies a violation or enforcement of a law, ordinance, permit, or governmental regulation;
   ii. is issued by a holder of the power of eminent domain or a governmental agency that identifies the exercise of a governmental power; or
   iii. asserts a right to enforce a PACA-PSA Trust.

f. "Entity": A corporation, partnership, trust, limited liability company, or other entity authorized by law to own title to real property in the State where the Land is located.

g. "Insured":
   i. (a). The Insured named in Item 1 of Schedule A;
      (b). the successor to the Title of an Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
      (c). the successor to the Title of an Insured resulting from dissolution, merger, consolidation, distribution, or reorganization;
      (d). the successor to the Title of an Insured resulting from its conversion to another kind of Entity; or
      (e). the grantee of an Insured under a deed or other instrument transferring the Title, if the grantee is:
         (1). an Affiliate;
         (2). a trustee or beneficiary of a trust created by a written instrument established for estate planning purposes by an Insured;
         (3). a spouse who receives the Title because of a dissolution of marriage;
         (4). a transferee by a transfer effective on the death of an Insured as authorized by law; or
         (5). another Insured named in Item 1 of Schedule A.
   ii. The Company reserves all rights and defenses as to any successor or grantee that the Company would have had against any predecessor Insured.

h. "Insured Claimant": An Insured claiming loss or damage arising under this policy.

i. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.

j. "Land": The land described in Item 4 of Schedule A and improvements located on that land at the Date of Policy that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is insured by this policy.

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k. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
l. "PACA-PSA Trust": A trust under the federal Perishable Agricultural Commodities Act or the federal Packers and Stockyards Act or a similar State or federal law.
m. "Public Records": The recording or filing system established under State statutes in effect at the Date of Policy under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
n. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
o. "Title": The estate or interest in the Land identified in Item 2 of Schedule A.
p. "Unmarketable Title": The Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or a lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF COVERAGE

This policy continues as of the Date of Policy in favor of an Insured, so long as the Insured:
a. retains an estate or interest in the Land;
b. owns an obligation secured by a purchase money Mortgage given by a purchaser from the Insured; or
c. has liability for warranties given by the Insured in any transfer or conveyance of the Insured's Title.

Except as provided in Condition 2, this policy terminates and ceases to have any further force or effect after the Insured conveys the Title. This policy does not continue in force or effect in favor of any person or entity that is not the Insured and acquires the Title or an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured must notify the Company promptly in writing if the Insured has Knowledge of:
a. any litigation or other matter for which the Company may be liable under this policy; or
b. any rejection of the Title as Unmarketable Title.

If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under this policy is reduced to the extent of the prejudice.

4. PROOF OF LOSS

The Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, adverse claim, or other matter insured against by this policy that constitutes the basis of loss or damage and must state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

a. Upon written request by the Insured and subject to the options contained in Condition 7, the Company, at its own cost and without unreasonable delay, will provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company has the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those covered causes of action. The Company is not liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of any cause of action that alleges matters not insured against by this policy.
b. The Company has the right, in addition to the options contained in Condition 7, at its own cost, to institute and prosecute any action or proceeding or to do any other act that, in its opinion, may be

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necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it is liable to the Insured. The Company's exercise of these rights is not an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under Condition 5.b., it must do so diligently.

c. When the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court having jurisdiction. The Company reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

a. When this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured will secure to the Company the right to prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose.

When requested by the Company, the Insured, at the Company's expense, must give the Company all reasonable aid in:

i. securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement; and

ii. any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter, as insured.

If the Company is prejudiced by any failure of the Insured to furnish the required cooperation, the Company's liability and obligations to the Insured under this policy terminate, including any obligation to defend, prosecute, or continue any litigation, regarding the matter requiring such cooperation.

b. The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos, whether bearing a date before or after the Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant must grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all the records in the custody or control of a third party that reasonably pertain to the loss or damage. No information designated in writing as confidential by the Insured Claimant provided to the Company pursuant to Condition 6 will be later disclosed to others unless, in the reasonable judgment of the Company, disclosure is necessary in the administration of the claim or required by law. Any failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in Condition 6.b., unless prohibited by law, terminates any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company has the following additional options:

a. *To Pay or Tender Payment of the Amount of Insurance*

To pay or tender payment of the Amount of Insurance under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay. Upon the exercise by the Company of this option provided for in Condition 7.a., the Company's liability and obligations to the Insured under this policy terminate, including any obligation to defend, prosecute, or continue any litigation.

b. *To Pay or Otherwise Settle with Parties other than the Insured or with the Insured Claimant*

i. To pay or otherwise settle with parties other than the Insured for or in the name of the Insured Claimant. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

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ii. To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either option provided for in Condition 7.b., the Company's liability and obligations to the Insured under this policy for the claimed loss or damage terminate, including any obligation to defend, prosecute, or continue any litigation.

8. CONTRACT OF INDEMNITY; DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by an Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy. This policy is not an abstract of the Title, report of the condition of the Title, legal opinion, opinion of the Title, or other representation of the status of the Title. All claims asserted under this policy are based in contract and are restricted to the terms and provisions of this policy. The Company is not liable for any claim alleging negligence or negligent misrepresentation arising from or in connection with this policy or the determination of the insurability of the Title.

a. The extent of liability of the Company for loss or damage under this policy does not exceed the lesser of:
   i. the Amount of Insurance; or
   ii. the difference between the fair market value of the Title, as insured, and the fair market value of the Title subject to the matter insured against by this policy.

b. Except as provided in Condition 8.c. or 8.d., the fair market value of the Title in Condition 8.a.ii. is calculated using the date the Insured discovers the defect, lien, encumbrance, adverse claim, or other matter insured against by this policy.

c. If, at the Date of Policy, the Title to all of the Land is void by reason of a matter insured against by this policy, then the Insured Claimant may, by written notice given to the Company, elect to use the Date of Policy as the date for calculating the fair market value of the Title in Condition 8.a.ii.

d. If the Company pursues its rights under Condition 5.b. and is unsuccessful in establishing the Title, as insured:
   i. the Amount of Insurance will be increased by 15%; and
   ii. the Insured Claimant may, by written notice given to the Company, elect, as an alternative to the dates set forth in Condition 8.b. or, if it applies, 8.c., to use either the date the settlement, action, proceeding, or other act described in Condition 5.b. is concluded or the date the notice of claim required by Condition 3 is received by the Company as the date for calculating the fair market value of the Title in Condition 8.a.ii.

e. In addition to the extent of liability for loss or damage under Conditions 8.a. and 8.d., the Company will also pay the costs, attorneys' fees, and expenses incurred in accordance with Conditions 5 and 7.

9. LIMITATION OF LIABILITY

a. The Company fully performs its obligations and is not liable for any loss or damage caused to the Insured if the Company accomplishes any of the following in a reasonable manner:
   i. removes the alleged defect, lien, encumbrance, adverse claim, or other matter;
   ii. cures the lack of a right of access to and from the Land; or
   iii. cures the claim of Unmarketable Title,

   all as insured. The Company may do so by any method, including litigation and the completion of any appeals.

b. The Company is not liable for loss or damage arising out of any litigation, including litigation by the Company or with the Company's consent, until a State or federal court having jurisdiction makes a final, non-appealable determination adverse to the Title.

c. The Company is not liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

d. The Company is not liable for the content of the Transaction Identification Data, if any.

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10. REDUCTION OR TERMINATION OF INSURANCE
All payments under this policy, except payments made for costs, attorneys' fees, and expenses, reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE
The Amount of Insurance will be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after the Date of Policy and which is a charge or lien on the Title, and the amount so paid will be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS
When liability and the extent of loss or damage are determined in accordance with the Conditions, the Company will pay the loss or damage within 30 days.

13. COMPANY'S RECOVERY AND SUBROGATION RIGHTS UPON SETTLEMENT AND PAYMENT

a. If the Company settles and pays a claim under this policy, it is subrogated and entitled to the rights and remedies of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person, entity, or property to the fullest extent permitted by law, but limited to the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant must execute documents to transfer these rights and remedies to the Company. The Insured Claimant permits the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

b. If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company defers the exercise of its subrogation right until after the Insured Claimant fully recovers its loss.

c. The Company's subrogation right includes the Insured's rights to indemnity, guaranty, warranty, insurance policy, or bond, despite any provision in those instruments that addresses recovery or subrogation rights.

14. POLICY ENTIRE CONTRACT

a. This policy together with all endorsements, if any, issued by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy will be construed as a whole. This policy and any endorsement to this policy may be evidenced by electronic means authorized by law.

b. Any amendment of this policy must be by a written endorsement issued by the Company. To the extent any term or provision of an endorsement is inconsistent with any term or provision of this policy, the term or provision of the endorsement controls. Unless the endorsement expressly states, it does not:
   i. modify any prior endorsement,
   ii. extend the Date of Policy,
   iii. insure against loss or damage exceeding the Amount of Insurance, or
   iv. increase the Amount of Insurance.

15. SEVERABILITY
In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, this policy will be deemed not to include that provision or the part held to be invalid, but all other provisions will remain in full force and effect.

16. CHOICE OF LAW AND CHOICE OF FORUM

a. *Choice of Law*
The Company has underwritten the risks covered by this policy and determined the premium charged in reliance upon the State law affecting interests in real property and the State law applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the State where the Land is located.

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The State law of the State where the Land is located, or to the extent it controls, federal law, will determine the validity of claims against the Title and the interpretation and enforcement of the terms of this policy, without regard to conflicts of law principles to determine the applicable law.

b. *Choice of Forum*
Any litigation or other proceeding brought by the Insured against the Company must be filed only in a State or federal court having jurisdiction.

17. NOTICES
Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at: **First American Title Insurance Company, Attn: Claims National Intake Center, 5 First American Way, Santa Ana, California 92707. Phone: 888-632-1642 (claims.nic@firstam.com)**.

18. ARBITRATION

a. All claims and disputes arising out of or relating to this policy, including any service or other matter in connection with issuing this policy, any breach of a policy provision, or any other claim or dispute arising out of or relating to the transaction giving rise to this policy, may be submitted to binding arbitration only when agreed to by both the Company and the Insured. Arbitration must be conducted pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("ALTA Rules"). The ALTA Rules are available online at www.alta.org/arbitration. The ALTA Rules incorporate, as appropriate to a particular dispute, the Consumer Arbitration Rules and Commercial Arbitration Rules of the American Arbitration Association ("AAA Rules"). The AAA Rules are available online at www.adr.org.

b. *If there is a final judicial determination that a request for particular relief cannot be arbitrated in accordance with this Condition 18, then only that request for particular relief may be brought in court. All other requests for relief remain subject to this Condition 18.*

c. Fees will be allocated in accordance with the applicable AAA Rules. The results of arbitration will be binding upon the parties. The arbitrator may consider, but is not bound by, rulings in prior arbitrations involving different parties. The arbitrator is bound by rulings in prior arbitrations involving the same parties to the extent required by law. The arbitrator must issue a written decision sufficient to explain the findings and conclusions on which the award is based. Judgment upon the award rendered by the arbitrator may be entered in any State or federal court having jurisdiction.

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OKALOOSA COUNTY, FLORIDA
Recording Fee: $ 18.50
Documentary Stamps: $ 4357.50

E-RECORDED Instr. # 3623775
Okaloosa County, FL
O.R. Book 3675 Page 269
Date 5/16/2023 Time 12:05 PM

THIS INSTRUMENT PREPARED BY:
C. JEFFREY MCINNIS, Attorney at Law
ANCHORS SMITH GRIMSLEY, PLC
909 Mar Walt Drive, Suite 1014
Fort Walton Beach, Florida 32547
(850) 863-4064
File No. 23-0033CJM

STATE OF FLORIDA)
COUNTY OF OKALOOSA)

WARRANTY DEED

THIS WARRANTY DEED is made effective the 15th day of May, 2023, by **BEVERLYCOLE ENTERPRISES, LLC, a Florida limited liability company,** whose post office address for purposes hereof is 52 Chelsea Dr., Santa Rosa Beach, FL 32459, (hereinafter called "Grantor"), to **The City of Destin, Florida, a Florida municipal corporation,** whose post office address for purposes hereof is 4200 Indian Bayou Trail, Destin, FL 32541, (hereinafter called "Grantee):

WITNESSETH: That Grantor, for and in consideration of the sum of Ten and No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, and Grantees successors and assigns forever, all that certain land located in **Okaloosa County, State of Florida,** more particularly described as follows:

Lot 13, SKEETER SUBDIVISION, according to the plat thereof recorded in Plat Book 6, Page 10, of the Public Records of Okaloosa County, Florida.

PARCEL ID NO. 00-2S-22-2335-0000-0130

SUBJECT to covenants, restrictions, easements, reservations and other matters of record, if any now exist, which are not hereby reimposed.

TOGETHER WITH all and singular the rights, privileges, tenements, hereditaments, and appurtenances belonging or in anywise incident or appertaining thereto.

TO HAVE AND TO HOLD, the same unto the said Grantee in fee simple forever.

AND Grantor hereby covenants with Grantee that Grantor is lawfully seized of said land in fee simple; that Grantor has good right and lawful authority to sell and convey said land; that Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all

persons whomsoever and that said land is free of all encumbrances, except as otherwise stated herein and except taxes accruing subsequent to December 31, 2022.

IN WITNESS WHEREOF, Grantor has signed and sealed these presents effective for all purposes as of the day and year first above written.

Signed, sealed and delivered in our presence:

Witness #1: _____
(Witness Sign Above Line)
Printed Name: Jill Bryant

Witness #2: _____
(Witness Sign above Line)
Printed Name: Marsha Hayes

BEVERLYCOLE ENTERPRISES, LLC,
a Florida limited liability company

By: _____
Colleen E. Aki, Manager

STATE OF FLORIDA)
COUNTY OF OKALOOSA)

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online presence this 15th day of May, 2023, by Colleen E. Aki, in her capacity as Manager of BEVERLYCOLE ENTERPRISES, LLC, a Florida limited liability company on behalf of the Company who
[ ] is personally known to me or
[X] who produced Driver's License as identification and who did not take an oath.

_____
NOTARY PUBLIC

Notary Public State of Florida
Jill M Bryant
My Commission HH 332716
Expires 11/16/2026

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that, **BEVERLYCOLE ENTERPRISES, LLC, a Florida limited liability company,** party of the first part, for and in consideration of the sum of Ten Dollars, lawful money of the United States, to such party paid by **THE CITY OF DESTIN, Florida, a Florida municipal corporation**, party of the second part, the receipt and sufficiency whereof are hereby acknowledged, has granted, bargained, sold, transferred and delivered, and by these presents does grant, bargain, sell, transfer and deliver unto the said party of the second part, such party's personal representatives, heirs, successors and assigns, the following goods and chattels:

All built in furnishings, built in appliances, ceiling fans, light fixtures, attached wall-to-wall carpeting and flooring, on the real property more particularly described in Exhibit A, which items are being conveyed "AS IS" and in accordance with the terms and conditions of the Offer and Purchase Agreement by and between the parties hereto.

TO HAVE AND TO HOLD the same unto the said party of the second part, such party's personal representatives, heirs, successors and assigns forever.

And first party does for such party, and such party's personal representatives, heirs and assigns, covenant to and with the said party of the second part, such party's personal representatives, heirs, successors and assigns, that said party of the first part is the lawful owner of the said goods and chattels; that they are free from all encumbrances; that first party has good right to sell the same as aforesaid, and that first party will warrant and defend the sale of the said goods and chattels hereby made unto the said party of the second part, such party's personal representatives, heirs, successors and assigns, against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, said party of the first part has hereunto set such party's hand(s) and seal(s) effective as of the 15th day of May, 2023.

Signed, sealed and delivered in the presence of:

Witness 1 (Signature Above Line)

Print Name: Jill Bryant

Witness 2 (Signature Above Line)

Print Name: Marsha Hayes

BEVERLYCOLE ENTERPRISES, LLC,
a Florida limited liability company

By: _____
Colleen E. Aki, Manager

STATE OF FLORIDA)
COUNTY OF OKALOOSA)

The foregoing instrument was acknowledged before me by means of [✓] physical presence or [ ] online presence this 15th day of May, 2023, by Colleen E. Aki, in her capacity as Manager of BEVERLYCOLE ENTERPRISES, LLC, a Florida limited liability company on behalf of the Company who

[ ] is personally known to me or

[✓] who produced D.L. as identification and who did not take an oath.

Jill Bryant
NOTARY PUBLIC

Notary Public State of Florida
Jill M Bryant
My Commission HH 332716
Expires 11/16/2026

This Instrument prepared by:
C. Jeffrey McInnis, Attorney at Law
Anchors Smith Grimsley, P.L.C.
909 Mar Walt Drive, Suite 1014
Fort Walton Beach, FL 32547
jmcinnis@asglegal.com
File No. 23-0033cjm

EXHIBIT A

Parcel (ID# 00-2S-22-2335-0000-0130)

Lot 13, SKEETER SUBDIVISION, according to the plat thereof recorded in Plat Book 6, Page 10, of the Public Records of Okaloosa County, Florida.

Rec $
Doc $1,575.00

This instrument prepared by:
J. Jerome Miller
Miller & Ansley, P.A.
Attorneys at Law
Wildcat Plaza
415 Mountain Dr., Suite 3
Destin, Florida 32541

FOR RECORDING PURPOSES ONLY

WARRANTY DEED

THIS WARRANTY DEED, executed this 11th day of August, 2006, by ROBERT A. BONEZZI and PATRICIA L. BONEZZI, Husband and Wife, whose mailing address is 662 Harbor Boulevard, #310, Destin, Florida, 32541, hereafter called the Grantors, to THE CITY OF DESTIN, a Florida Municipal Corporation, whose mailing address is 4200 Two Trees Road, Destin, Florida 32541, hereafter called the Grantee.

(Wherever used herein the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH: For value received, Grantors convey to Grantee the following real property:

Lot 18, Block B, Sea Hills, Third Addition, according to the Plat thereof, recorded in Plat Book 5, Page 104 of the Public Records of Okaloosa County, Florida.
Parcel ID No. 00-2S-22-3083-000B-0180

Grantors hereby covenant with said Grantee that the Grantors are lawfully seized of said land in fee simple; that the Grantors have good right and lawful authority to sell and convey said land; that the Grantors hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, including but not limited to ad valorem taxes through December 31, 2005.

IN WITNESS WHEREOF, the said Grantors have signed and sealed these presents the day and year first written above.

WITNESS
Printed Name: Jill R. Graham

WITNESS
Printed Name: Michele D. Willingham

ROBERT A. BONEZZI

WITNESS
Printed Name: Jill R. Graham

WITNESS
Printed Name: Michele D Willingham

PATRICIA L. BONEZZI

Instr # 2354088 BK: 2728 PG:3110,Page 1 of 2
Recorded 08/15/2006 at 11:29 AM,
RECORDING: $10.50 RECORDING ARTICLE V: $8.00
DEED DOCSTAMPS: $1575.00

DEPUTY CLERK PDUNN
DON W. HOWARD,CLERK OF COURTS, OKALOOSA COUNTY, FL

STATE OF FLORIDA
COUNTY OF OKALOOSA

The foregoing instrument was acknowledged before me this 11th day of August, 2006, by ROBERT A. BONEZZI.

(Notarial Seal)



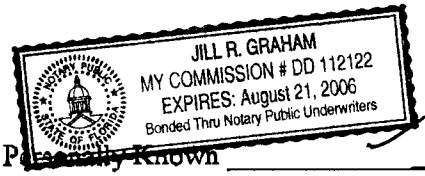
Notary Public-State of Florida
My Commission Expires: 8/21/06
Commission Number: DD112122

Personally Known _____ OR Produced Identification _____
Type of Identification Produced _____

STATE OF FLORIDA
COUNTY OF OKALOOSA

The foregoing instrument was acknowledged before me this 11th day of August, 2006, by PATRICIA L. BONEZZI.

(Notarial Seal)



Notary Public-State of Florida
My Commission Expires: 8/21/06
Commission Number: DD112122

Personally Known _____ OR Produced Identification _____
Type of Identification Produced _____

(850)689-5846
(850)651-7214
P.O. Box 1359 Crestview, Fl. 32536

786579

Transaction #: **786579**
Receipt #: **1160284**
Cashier Date: **8/15/2006**
11:29:25 AM (PDUNN)

Print Date:
8/15/2006 11:30:18 AM

Customer Information	Transaction Information	Payment Summary
(4207) MILLER & ANSLEY P A 415 MOUNTAIN DRIVE SUITE 3 DESTIN, FL 32541 Attention: atty title	DateReceived: 08/15/2006 Source Code: CRESTVIEW OVER THE COUNTER Q Code: CRESTVIEW MAIL Return Code: CRESTVIEW OVER THE COUNTER Trans Type: Recording Agent Ref Num:	Total Fees $1593.50 Total Payments $1593.50

1 Payments

P CHECK 891 $1593.50

1 Recorded Items

R (WD) WARRANTY DEED *BK/PG:* ***2728/3110*** *CFN:****2354088*** *Date:****8/15/2006*** ***11:29:24 AM*** *From: To:*

Recording @ 1st=$6 Addt'l=$4.50 ea.	2	$10.50
Indexing @ 1st 4 Names Free, Addt'l=$1 ea.	3	$0.00
Deed Doc Stamps @ $0.70 per $100	225000	$1575.00
Recording Fee - Art V	2	$8.00

0 Search Items

1 Miscellaneous Items

M (MISC) Misc COVER LETTER

FILE # 2361803 RCD: 09/13/2006 @ 10:30 AM, BK: 2735 PG: 1755 RECORDING: $6.00 RECORDING ARTICLE V: $4.00 DEPUTY CLERK PDUNN DON W. HOWARD, CLERK OF COURTS, OKALOOSA COUNTY FL

This instrument prepared by:
First National Bank and Trust
Connie L. Krebsbach, Loan Admin.
P. O. Drawer 1327
Fort Walton Beach, FL 32549-1327
Loan # 98590

COPY

MORTGAGE CANCELLATION

State of Florida
County of Okaloosa

The undersigned owners of a mortgage (and of the indebtedness secured thereby) made by **Robert A. Bonezzi and Patricia L. Bonezzi, Husband and Wife, Joint Tenants by the Entirety** to **First National Bank and Trust** for **$224,000.00** on the **31st** day of **March, A.D., 2005** and originally recorded in **OR BK 2606, PG 1270** and an Assignment of Rents recorded in **OR BK 2606, PG 1276** do hereby acknowledge that the said indebtedness has been paid and do hereby cancel the said mortgage.

FIRST NATIONAL BANK & TRUST

CORPORATE SEAL

By: _____
William E. Winston
Senior Vice President

State of Florida
County Of Okaloosa

Before the subscriber, duly commissioned, qualified and acting as Notary Public, in and for said State and County **William E. Winston** personally known to me to be the individual described by that name and who executed the foregoing instrument, and to be the **Senior Vice President** of First National Bank & Trust, a corporation, and being duly authorized by it, signed its name and affixed its seal to and executed the said instrument for it as its act and deed.

Given under my hand and official seal this 8th day of **September A.D., 2006.**

_____
NOTARY PUBLIC

CONNIE L. KREBSBACH
Notary Public - State of Florida
My Commission Expires Feb 26, 2008
Commission # DD 294306
Bonded By National Notary Assn.

Notary Public - State of Florida
My Commission Expires Feb 26, 2008
Commission # DD 294306
Bonded By National Notary Assn.

OWNERS' AFFIDAVIT

STATE OF FLORIDA
COUNTY OF OKALOOSA

BEFORE ME, the undersigned notary public, personally appeared, ROBERT A. BONEZZI and PATRICIA L. BONEZZI, Husband and Wife, who, having been first duly sworn according to law, depose and say:

1. We have personal knowledge of all matters set forth in this Affidavit.

2. ROBERT A. BONEZZI and PATRICIA L. BONEZZI (hereafter referred to as the "Owners") are the owners of the fee simple title to certain real property (hereafter referred to as the "Property") situated in Okaloosa County, Florida (subject only to those matters set forth in Schedule B of the Title Insurance Commitment which is attached hereto and incorporated by reference as Exhibit "A") more particularly described as follows:

Lot 18, Block B, Sea Hills, Third Addition, according to the Plat thereof, recorded in Plat Book 5, Page 104 of the Public Records of Okaloosa County, Florida.
Parcel ID No. 00-2S-22-3083-000B-0180

TO THE BEST OF OWNERS' KNOWLEDGE AND BELIEF:

3. Owners' title to and possession and enjoyment of the Property has been open, notorious, peaceable and undisturbed.

4. Neither the Owners' title to nor possession of the Property has ever been disputed or questioned nor are the Owners aware of any facts by reason of which the title to, or possession of, the Property or any part of it or any personal property located on it might be disputed or questioned or by reason of which any claim to the Property or any portion of it or any personal property located on it might be adversely asserted.

5. No person or entity, other than the Owners, claim or are presently entitled to the right to possession or are in possession of the Property and there are no tenancies, leases or other occupancies that affect the Property.

6. There are no disputes concerning the location of the boundary lines of the Property.

7. There are no existing contracts for sale of the Property other than the contract being closed or any unpaid or unsatisfied mortgages, claims of lien or other matters that constitute or could constitute a lien or encumbrance against the Property or any improvements on it or no part of it or against any personal property located on it, except as set forth in Schedule B of the Title Insurance Commitment.

8. No assessments, fines or liens against the Property have been made by any governmental instrumentality, which are unpaid. The Owners have fully reviewed Schedule B of the Title Insurance Commitment and hereby affirmatively state that any recorded easements shown therein are the only easements existing and affecting the Property.

9. There are no security agreements, financing statements, title retention contracts or personal property leases affecting any materials, fixtures, appliances, furnishings, equipment or other personal property placed on or installed in or on the Property or the improvements located on it.

10. There are no actions, proceedings, judgments, bankruptcies, liens, or executions recorded among the Public Records of Okaloosa County, Florida or any other county in Florida or pending against the Owners in the Courts of Okaloosa County, Florida or any other courts in the State of Florida or in the United States.

11. No improvements or repairs have been made to the Property during the ninety (90) day period immediately preceding the date of this Affidavit, and there are no unpaid bills of any nature, either for labor or materials used in making improvements or repairs on the Property, or for services of architects, surveyors or engineers incurred in connection with the Property. No "Notice of Commencement" has been recorded affecting the Property, there are no unrecorded mechanics' liens against the Property and the Owners have not received notice form any materialman, laborer, or subcontractor, pursuant to the provisions of Florida Statue Chapter 713.06, as most recently amended.

12. Subsequent to June 8, 2006, (effective date on binder), the Owners have not and the Owners hereby agree and represent that the Owners will not execute any instruments, do any act whatsoever or omit to take any action that in any way would or may affect the title to the Property, including but not limited to mortgaging or conveying the Property to any interest in it or causing any liens to be recorded against the Property or the Owners.

13. No part of the Property has been either damaged, taken by or is under cloud or eminent domain proceedings or otherwise threatened with any title proceedings.

14. There are no violations of Federal, State, County or Municipal ordinances or of rules and regulations of any other governmental authority having or asserting jurisdiction with respect to the Property (or to the present or normal use or operation thereof).

15. There have been no violations of the covenants, conditions or restrictions, if any, as listed on Schedule B-II of the Title Insurance Commitment and no violations thereof will result in a forfeiture or reversion of title. Notwithstanding the same, should any forfeiture or reversion occur, Owners will indemnify and hold harmless the City of Destin for any loss or damages resulting therefrom.

16. The Owners have knowledge of the past and present use of the Property, and to the best of the knowledge of Owners, no toxic or hazardous or radioactive wastes, toxic or

hazardous or radioactive chemicals, petroleum substances, asbestos, or urea formaldehyde are located on, under or anywhere proximate to the premises and that the state and/or federal environmental protection agencies have not identified any toxic waste site or other hazardous substances in the proximity of the premises nor have Owners received any notices from any governmental agency or authority with respect to storage or release of a contamination from hazardous or toxic materials onto the premises or in the proximity thereof.

17. All of the warranties and representations set forth in the Deed and all of the other documents executed in connection with this closing are fully true, correct and complete as of the date hereof.

18. The warranties and representations contained in this Affidavit shall survive the closing.

19. This Affidavit is made and given by the Owners with full knowledge of applicable Florida Laws regarding sworn affidavits and the penalties and liabilities resulting from false statements and misrepresentations therein.

20. Owners understand that the exact amount of real property taxes applicable to the subject property for the current year is unknown. Owners agree that they shall solely bear the cost of real property taxes applicable to the subject property. Owners further agree to indemnify, save and hold harmless the City of Destin and its Attorney as to such costs of real property taxes. to the Date of Closing.

21. This Affidavit is made and delivered for the purposes of inducing Attorneys' Title Insurance Fund, Inc. to insure title to the Property. This Affidavit is made well knowing that J. Jerome Miller and Miller & Ansley, P.A., Attorneys at Law, intend to and do in fact materially rely thereon. Accordingly, Affiants do jointly and severally agree to indemnify and hold harmless J. Jerome Miller and Miller & Ansley, P.A., Attorneys at Law, of and from any and all loss, costs, damages and expenses of every kind including attorneys fees, which said Title Company and Agent shall or may suffer or become liable for under the Owners or Loan Policy to be issued upon the Property, on account of reliance on the statements made herein, including but not limited to any matters that may be recorded between the effective date of the Commitment previous referred to be insured. Affiants further state that Affiants have read this affidavit and understand its substance and further understand that the same is signed under oath.

Dated this 11th day of August, 2006.

WITNESS
Printed Name: Jill R. Graham

WITNESS
Printed Name: Michele D Willingham

ROBERT A. BONEZZI

WITNESS
Printed Name: Jill R. Graham

WITNESS
Printed Name: Michele D Willingham

PATRICIA L. BONEZZI

STATE OF FLORIDA
COUNTY OF OKALOOSA

SWORN TO AND SUBSCRIBED before me this 11th day of Aguust, 2006, by ROBERT A. BONEZZI, who did take an oath.

(Notarial Seal) JILL R. GRAHAM MY COMMISSION # DD 112122 EXPIRES: August 21, 2006 Bonded Thru Notary Public Underwriters

Notary Public-State of Florida
My Commission Expires: 8/21/06
Commission Number: DD112122

Personally Known ✓ OR Produced Identification _____
Type of Identification Produced _____

STATE OF FLORIDA
COUNTY OF OKALOOSA

SWORN TO AND SUBSCRIBED before me this 11th day of August, 2006, by PATRICIA L. BONEZZI, who did take an oath.

(Notarial Seal) JILL R. GRAHAM MY COMMISSION # DD 112122 EXPIRES: August 21, 2006 Bonded Thru Notary Public Underwriters

Notary Public-State of Florida
My Commission Expires: 8/21/06
Commission Number: DD112122

Personally Known ✓ OR Produced Identification _____
Type of Identification Produced _____

BUYER CLOSING STATEMENT

BUYER: City of Destin, a Florida Municipal Corporation

SELLERS: Robert A. Bonezzi and Patricia L. Bonezzi

PROPERTY: 215 Beach Drive

DATE: August 11, 2006

	DEBIT	CREDIT
Purchase Price	$ 225,000.00	
Earnest Money Deposit		$ 5,000.00
Record General Warranty Deed	$ 18.50	
Title Insurance	$ 1200.00	
Record Release Documents	$ 20.00	
Title Review	$ 150.00	
Abstracting and Title Search	$ 95.00	
Survey	$ POC	
Phase I Environmental Audit	$ POC	
Termite Inspection	Waived by Buyer	
TOTAL:	$ 226,483.50	$ 5,000.00

TOTAL DUE BY BUYER
AT CLOSING: $ 221,483.50

ATTEST:

Dana L. S. Williams
Its: City Clerk

CITY OF DESTIN

Buyer
By: Gregory A. Kisela
Its: City Manager

Original

CONTRACT FOR SALE AND PURCHASE

PARTIES: ROBERT A. BONEZZI and PATRICIA L. BONEZZI, Husband and Wife ("Sellers"), and CITY OF DESTIN, ("Buyer") hereby agree that the Sellers shall sell and Buyer shall buy the following real property: ("Property") upon the following terms and conditions which INCLUDE the Standards for Real Estate Transactions attached ("Standards") and the Addendum to this instrument.

I. DESCRIPTION:

(a) Legal description of Property located in Okaloosa County, Florida

Lot 18, Block B, Sea Hills, Third Addition, according to the Plat thereof, recorded in Plat Book 5, Page 104, of the Public Records of Okaloosa County, Florida.
Parcel ID No. 00-2S-22-3083-000B-0180

(b) 215 Beach Drive, Destin, Florida, 32541

(c) All fixtures, machinery, appliances, equipment of every nature and kind whether now on the premises or hereafter placed or installed therein or thereon, appurtenant to the buildings erected or to be erected on the premises and intended for the use of occupants, shall be deemed a part of the realty as between Seller and Buyer, their successors and assigns.

II.	PURCHASE PRICE	$	225,000.00
	PAYMENT:		
(a)	Earnest Money Deposit(s) to be held in escrow, by J. Jerome Miller, Attorney at Law, in the amount of	$	5,000.00
(b)	Balance to close (U.S. cash, LOCALLY DRAWN certified or cashier's check), subject to adjustments and prorations	$	220,000.00

III. TIME FOR ACCEPTANCE, EFFECTIVE DATE:

If this offer is not executed by and delivered to all parties OR FACT OF EXECUTION communicated in writing between the parties on or before 5 PM CST, June 12, 2006, the deposit will, at Buyer's option, be returned to Buyer and the offer withdrawn. The date of this Contract

("Effective Date") will be the date when the last one of the Buyer and the Seller has signed this offer.

IV. TITLE EVIDENCE:

At least 20 days before closing date, Buyer shall, at Buyer's expense, obtain, in accordance with Standard A, title insurance commitment, issued by J. Jerome Miller, Attorney at Law, as title insurance agent.

V. CLOSING DATE:

This transaction shall be closed and the deed and other closing papers delivered on or before August 31, 2006, ~~unless extended by other provisions of Contract.~~

VI. RESTRICTIONS; EASEMENTS; LIMITATIONS:

Buyer shall take title subject to zoning, restrictions, prohibitions and other requirements imposed by governmental authority; public utility easements of record; provided, that there exists at closing no violation of the foregoing and none of them prevents use of Real Property for public purpose(s).

VII. OCCUPANCY:

Sellers warrant that at the time of closing there will be no parties in occupancy other than Sellers. Sellers agree to deliver occupancy of Property at time of closing. If occupancy is to be delivered before closing, Buyer assumes all risk of loss to Property from date of occupancy, shall be responsible and liable for maintenance from that date, and shall be deemed to have accepted Property in its existing condition as of time of taking occupancy unless otherwise stated herein or in a separate writing.

VIII. TYPEWRITTEN OR HANDWRITTEN PROVISIONS:

Typewritten or handwritten provisions shall control all printed provisions of Contract in conflict with them.

IX. ASSIGNABILITY:

Buyer may not assign Contract.

X. APPROVAL BY BUYER'S CITY COUNCIL:

For the purposes of binding the parties to this contract, the Sellers shall be bound upon their execution of this contract and the Buyer shall be bound upon approval of the City of Destin City Council. The City of Destin in its dealings regarding this prospective purchase is utilizing Section 166.045, Florida Statutes, and for all purposes herein this contract for sale and purchase

is an option contract. This option contract will be submitted to the City Council for its approval or rejection at a public meeting after 30 days' public notice. In the event the City Council rejects the contract or the city council has not voted to approve the contract by August 7, 2006, the parties are both discharged from their responsibilities hereunder and the earnest money deposit will be returned to Buyer and the Buyer and Sellers shall be released each from further responsibility under this contract. Nothing herein shall affect the authority of the City Council to decline to approve and withdraw from this contract pursuant to the provisions of Section 1 of this Addendum above and Section 166.045, Florida Statutes.

XI. ENVIRONMENTAL REPRESENTATIONS AND INSPECTIONS:

Seller hereby represents and warrants to Buyer (the "Representations") as follows: (1) the property and all uses of the property have been, and presently are in compliance with federal, state, and local environmental laws; (2) no hazardous substances have been generated, stored, or transferred on the property except as specifically disclosed to Buyer or permitted under environmental law; (3) Seller has no knowledge of any spill or environmental law violation on any property contiguous to or in the vicinity of the property to be sold to Buyer; (4) Seller has not received or otherwise obtained knowledge of any spill or contamination on the property, any existing or threatened environmental lien against the property, or any lawsuit, proceeding, or investigation regarding the handling of hazardous substances on the property; and (5) Seller has all permits necessary for any activity and operations currently being conducted on the property and such permits are in full force and effect.

For a period of 45 days (the "Inspection Period") from the date of this Agreement, Buyer shall have the right to come upon the property at reasonable times with Buyer's agents, employees, and other consultants and personnel, to inspect and conduct testing on the property to determine whether the Representations are true and correct. Further, during the Inspection Period, Buyer shall have the right to make other investigations of regulatory authorities, past uses of the property, and such other investigations as are deemed necessary to establish whether the Representations are true and correct.

If during the Inspection Period, Buyer determines that any of the representations are not true and correct, Buyer may terminate this contract by giving Seller written notice thereof by delivering notice to Seller before expiration of the Inspection Period in accordance with the terms and provisions for delivery of notice as set forth herein. Upon proper termination of the agreement, Buyer will be entitled to a complete refund of any deposits paid hereunder, and upon refund and payment to Buyer of such deposits, the parties hereto will have no further liability hereunder.

XII. ~~LEAD BASED PAINT WARNING STATEMENT.~~

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities,

reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The Sellers of any interest in residential real property are required to provide the Buyer with any information on lead-based paint hazards from risk assessments or inspection in the Sellers' possession and notify the Buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure (INITIAL)

_____ **(a)** Presence of lead-based paint or lead-based paint hazards (CHECK ONE BELOW):

_____ Known lead-based paint or lead-based paint hazards are present in the housing.

_____ Sellers have no knowledge of lead-based paint or lead-based paint hazards in the housing.

_____ **(b)** Records and reports available to the Seller (CHECK ONE BELOW):

_____ Sellers have provided the Buyer with all available records and reports pertaining to lead-based paint or lead-based paint hazards in the housing. List documents:

_____ Sellers have no reports or records pertaining to lead-based paint or lead-based paint hazards in the housing.

Buyer's Acknowledgement (INITIAL)

_____ **(c)** Buyer has received copies of all information listed above.

_____ **(d)** Buyer has received the pamphlet *Protect Your Family from Lead in Your Home.*

_____ **(e)** Buyer has (CHECK ONE BELOW):

_____ Received a 10-day opportunity (or other mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint or lead-based paint hazards; or

_____ Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint or lead-based paint hazards.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

SELLERS:

_____ _____

ROBERT A. BONEZZI DATE

_____ _____

PATRICIA L. BONEZZI DATE

BUYER:
CITY OF DESTIN, FLORIDA

By: _____ DATE
Its: _____

Any person or persons who knowingly violate the provisions of the Residential Lead-Based Paint Hazard Reduction Act of 1992 may be subject to civil and criminal penalties and potential triple damages in a private civil lawsuit.

XIII. NON APPROPRIATION:

In the event sufficient funds shall not be appropriated for the payment required to be paid at closing, and if Buyer has no funds legally available for payment at closing from other sources, the Buyer may terminate this Contract, the earnest money deposit and all accrued interest shall be paid to Sellers, and neither party shall thereafter have any responsibility under the Contract.

XIV. SOVEREIGN IMMUNITY

Nothing contained herein is intended to nor shall be construed to waive the Buyer's rights and immunities under the Florida Constitution, common law or Florida Statutes 768.28, as amended from time to time.

XV. VENUE

The parties intend that this Contract and the relationship of the parties shall be governed by the laws of the State of Florida. The venue for any action arising out of this contract shall be exclusively in Okaloosa County, Florida and nowhere else.

STANDARDS FOR REAL ESTATE TRANSACTIONS

A. EVIDENCE OF TITLE:

A "title insurance commitment" issued by a Florida licensed title insurer agreeing to issue to Buyer, upon recording of the deed to Buyer, an owner's policy of title insurance in the amount of the purchase price, insuring Buyer's title to Real Property, subject only to liens, encumbrances, exceptions, or qualification set forth in this Contract and those which shall be discharged by Sellers at or before closing. Sellers shall convey a marketable title subject only to liens, encumbrances, exceptions or qualifications set forth in Contract. Marketable title shall be determined according to applicable Title Standards adopted by authority of the Florida Bar and in accordance with law. Buyer shall have 30 days, if abstract, or 5 days if title commitment, from date of receiving evidence of title to examine it. If title is found defective, Buyer shall, within 3 days, notify Sellers in writing specifying defect(s). If the defect(s) render title unmarketable, Sellers will have 120 days from receipt of notice within which to remove the defect(s), failing

which Buyer shall have the option of either accepting the title as it then is or demanding a refund of deposit(s) paid which shall immediately be returned to Buyer; thereupon, Buyer and Sellers shall release one another of all further obligations under the Contract. Sellers will, if title is found unmarketable, use diligent effort to correct defect(s) in title within the time provided therefor, including the bringing of necessary suits.

B. SURVEY:

Buyer, at Buyer's expense, within time allowed to deliver evidence of title and to examine same, may have Real Property surveyed and certified by a registered Florida surveyor. If survey shows encroachment on Real Property or that improvements located on Real Property encroach on setback lines, easements, lands of others, or violate any restrictions, Contract covenants or applicable governmental regulation, the same shall constitute a title defect.

C. ~~TERMITES~~

~~Buyer~~, at Buyer's expense, within time allowed to deliver evidence of title and to examine same, may ~~have~~ Real Property inspected by a Florida Certified Pest Control Operator to determine if there is any visible active termite infestation or visible existing damage from termite infestation in the improvements. If either or both are found, Buyer will have 4 days from the date of written notice thereof within which to have all damages, whether visible or not, inspected and estimated by a licensed builder or general contractor. Sellers shall pay valid costs of treatment and repair up to 2% of purchase price. Should such costs exceed that amount, Buyer shall have the option of canceling the Contract within 5 days after receipt of Contractor's repair estimate by giving written notice to Sellers or Buyer may elect to proceed with the transaction, in which the Buyer shall receive a credit at closing of an amount equal to the total of the treatment and repair estimated not in excess of 2% of purchase price. "Termites" shall be deemed to include all wood ~~destroying organisms required to be reported under the Florida Pest~~ Control Act.

D. INGRESS AND EGRESS:

Sellers warrant and represent that there is ingress and egress to the Real Property sufficient for the intended use as described in Paragraph VII hereof, title to which is in accordance with Standard A.

E. LIENS:

Sellers shall furnish to Buyer at time of closing an affidavit attesting to the absence, unless otherwise provided for herein, of any financing statements, claims of lien or potential leiners known to Sellers and further attesting that there have been no improvements or repairs to Property for 90 days immediately preceding date of closing. If Property has been improved, or repaired within that time, Sellers shall deliver releases or waivers of mechanics' liens executed by all general contractors, subcontractors, suppliers, and materialmen in addition to Sellers' lien affidavit setting forth the names of all such general contractors, subcontractors, suppliers and materialmen and further affirming that all charges for improvements or repairs which could serve

as a basis for a mechanic's lien or a claim for damages have been paid or will be paid at closing of this Contract.

F. PLACE OF CLOSING:

Closing shall be held at the office of J. Jerome Miller, Attorney at Law, 415 Mountain Drive, Suite 3, Destin, Florida 32541.

G. TIME:

Time is of the essence of this Contract. Time periods herein of less than 6 days shall in the computation exclude Saturdays, Sundays and state or national legal holidays, and any time period provided for herein which shall end on Saturday, Sunday or legal holiday shall extend to 5:00 p.m. of the next business day.

H. DOCUMENTS FOR CLOSING:

Buyers shall furnish deed, bill of sale, mechanic's lien affidavit, construction lien affidavit, corrective instruments and closing statements.

I. EXPENSES:

Documentary stamps on the deed shall be paid by Sellers. Title insurance, commitment, and title insurance policy shall be issued by J. Jerome Miller, Attorney at Law, as title insurance agent. Recording fees on the deed, corrective instruments, abstracting, title review, title insurance commitment and title insurance policy shall be paid by Buyer.

J. PRORATIONS; CREDITS:

Taxes and assessments shall be prorated through day before closing. Cash at closing shall be increased or decreased as may be required by prorations. Taxes shall be prorated based on the current year's tax with due allowance made for maximum allowable discount and exemptions. A request will be made to the County Property Appraiser for an informal assessment taking into consideration available exemptions. Any tax proration based on an estimate may, at request of either Buyer or Sellers, be subsequently readjusted upon receipt of tax bill on condition that a statement to that effect is in the closing statement.

~~K. SPECIAL ASSESSMENT LIEN~~S:

~~Sellers~~ shall pay up to the sum of $5,000.00 total for any and all certified, confirmed and ratified special assessment ~~liens as of~~ date of closing (and not as of Effective Date) that are made by governmental bodies other than the City of ~~Destin~~. Pending liens as of date of closing shall be assumed by Buyer. If the improvement has been substantially ~~completed~~ as of Effective Date, such pending lien shall be considered certified, confirmed or ratified and Sellers ~~shall~~, at closing, ~~pay $5,000.00 or an amount equal to the last estimate of assessment for the improvement by the~~

public body (other than the City of Destin), whichever is less. In the event that the City of Destin shall levy any special assessment lien against the Property that is certified, confirmed and ratified, the purchase price shall be increased by an amount equal to all such lien amounts paid by Sellers. Pending liens by the City of Destin shall be assumed by Buyer.

L. INSPECTION, REPAIR, AND MAINTENANCE. Seller is selling Property as is.

Sellers warrant that, as of 30 days prior to closing, the ceiling, roof, (including the fascia and faucets) and exterior and interior walls do not have any VISIBLE EVIDENCE of leaks, water damage, or structural damage and that the septic tank, and all appliances, mechanical items, heating, cooling, electrical, plumbing systems and machinery are in WORKING CONDITION. Buyer may, at Buyer's expense, have inspections made of those items by a firm or individual specializing in inspection and holding an occupational license for such purpose (if required) or by an appropriately licensed Florida contractor. Buyer shall, prior to Buyer's occupancy or not less than 10 days prior to closing, whichever comes first, report in writing to Sellers such items that do not meet the above standards as to defects. Unless Buyer reports such defects within that time, Buyer shall be deemed to have waived Sellers' warranties as to defects not reported. Should Sellers disagree that an item fails to meet the above standards as to defects, Buyer and Sellers shall agree on another inspector or contractor, as the case may be, to evaluate the item in question as to the above standards as to defects. The cost of such evaluation shall be paid by Sellers. In the event the evaluation determines to the contrary that the item does not have any visible evidence of leaks, water damage, or structural damage or that the item is in working condition, then the item shall not be repaired or replaced at Sellers' expense. If repairs or replacements are required, Sellers shall cause such repairs to be made and shall pay up to 3% of the purchase price for such repairs or replacements as may be required in order to place such items in WORKING CONDITION. If the cost for such repairs or replacements exceeds 3% of purchase price, Buyer or Sellers may elect to pay such excess, failing which either party may cancel this Contract. If Sellers are unable to correct the defects prior to closing, the cost thereof shall be paid into escrow at closing. Sellers will, upon reasonable notice, provide utilities service and access to the Property for inspections, including a walk-through prior to closing. Between Effective Date and date of closing, except for repairs required by this Standard, Sellers shall maintain Property including, but not limited to, the lawn and shrubbery, in the condition herein warranted, ordinary wear and tear excepted.

M. RISK OF LOSS

If the property is damaged by fire or other casualty before closing, and cost of restoration does not exceed 3% of the assessed valuation of the Property so damaged, cost of restoration shall be an obligation of the Sellers and closing shall proceed pursuant to the terms of Contract with restoration costs escrowed at closing. If the cost of restoration exceeds 3% of the assessed valuation of the improvements so damaged, and insurance proceeds are payable to Sellers by virtue of such loss or damage, Buyer shall buy the property as is, together with an assignment of said insurance proceeds. In the event Sellers' deductible is more than 3% or there is a shortfall between the insurance proceeds paid and restoration cost, cost of restoration remains the

obligation of the Sellers and closing shall proceed pursuant to the terms of this Contract with the gap in deductible or insurance coverage shortfall for restoration costs escrowed at closing.

N. PROCEEDS OF SALE; CLOSING PROCEDURE:

The deed shall be recorded upon clearance of funds. If abstract, evidence of title shall be continued at Buyer's expense to show title in Buyer, without any encumbrances or change which would render Sellers' title unmarketable from the date of the last evidence, and the sale proceeds shall be paid to Sellers.

O. ESCROW:

Any escrow agent ("Agent") receiving funds or equivalent is authorized and agrees by acceptance of them to deposit them promptly, hold same in escrow and, subject to clearance disburse them in accordance with terms and conditions of Contract. Failure of clearance of funds shall not excuse Buyer's performance. If in doubt as to Agent's duties or liabilities under the provisions of Contract, Agent may, at Agent's option, continue to hold the subject matter of the escrow until the parties mutually agree to its disbursement or until a judgment of a court of competent jurisdiction shall determine the rights of the parties or Agent may deposit same with the clerk of the circuit court having jurisdiction of the dispute. Upon notifying all parties concerned of such action, all liability on the part of Agent shall fully terminate, except to the extent of accounting for any items previously delivered out of escrow. Any suit between Buyer and Sellers where agent is made a party because of acting as Agent hereunder, or in any suit wherein Agent interpleads the subject matter of the escrow, Agent shall recover reasonable attorney's fees and costs incurred with the fees and costs to be charged and assessed as court costs in favor of the prevailing party. Parties agree that Agent shall not be liable to any party or person for misdelivery to Buyer or Sellers of items subject to this escrow, unless such misdelivery is due to willful breach of Contract or gross negligence of Agent.

P. ATTORNEYS FEES; COSTS:

In any litigation arising out of this Contract, the prevailing party in such litigation shall be entitled to recover reasonable attorney's fees and costs.

Q. FAILURE OF PERFORMANCE

If Buyer fails to perform this Contract within the time specified, including payment of all deposit(s), and deposits agreed to be paid may be retained by or for the account of Sellers as agreed upon liquidated damages, consideration for the execution of this Contract and in full settlement of any claims; whereupon, Buyer and Sellers shall be relieved of all obligations under Contract; or Sellers, at Sellers' option, may proceed in equity to enforce Sellers' rights under this Contract. If, for any reason other than failure of Sellers to make Sellers' title marketable after diligent effort, Sellers fail, neglect or refuse to perform this Contract, the Buyer may seek specific performance or elect to receive the return of Buyer's deposit(s) without thereby waiving any action for damages resulting from Sellers' breach.

R. CONTRACT NOT RECORDABLE; PERSONS BOUND; NOTICE:

Neither this Contract nor any notice of it shall be recorded in any public records. This Contract shall bind and inure to the benefit of the parties and their successors in interest. Whenever the contract permits, singular shall include plural and one gender shall include all. Notice given by or to the attorney for any party shall be as effective as if given by or to that party.

S. CONVEYANCE:

Sellers shall convey title to Real Property by statutory warranty deed, subject only to matters contained in Paragraph VI and those otherwise accepted by Buyer. Personalty shall, at request of Buyer, be transferred by an absolute bill of sale with warranty of title, subject only to such maters as may be otherwise provided for herein.

T. OTHER AGREEMENTS:

No prior or present agreements or representations shall be binding upon Buyer or Sellers unless included in this Contract. No modification or change in this Contract shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

U. RADON GAS:

Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

V. WARRANTIES:

Sellers warrant that there are no facts known to Sellers materially affecting the value of the Real Property which are not readily observable by Buyer or which have not been disclosed to Buyer.

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT, IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

DATE: June 6, 2006

BUYER:
CITY OF DESTIN, FLORIDA

By: _____
Its: City Manager

WITNESS: _____
PRINTED NAME: Jill R. Graham

WITNESS: _____
PRINTED NAME: Michele D Willingham

DATE: June 6, 2006

SELLERS:

_____
ROBERT A. BONEZZI

_____
PATRICIA L. BONEZZI

WITNESS: _____
PRINTED NAME: Jill R. Graham

WITNESS: _____
PRINTED NAME: Michele D Willingham

MILLER & ANSLEY, P.A.
ATTORNEYS AT LAW
Wildcat Plaza
415 Mountain Drive, Suite 3
Destin, Florida 32541-2349
Telephone: (850) 837-3860 • *Facsimile:* (850) 837-6158
E-Mail: miller@destinlawfirm.com

J. Jerome Miller
Andrea D. Ansley

October 10, 2006

VIA HAND DELIVERY

City of Destin
Attention: City Clerk
4200 Two Trees Road
Destin, FL 32541

Re: Sale and Purchase of 215 Beach Drive

Dear Clerk:

Enclosed please find the following items regarding the above-referenced transaction:

1. Original Executed Buyer Closing Statement;
2. Copy of Warranty Deed from Robert A. Bonezzi and Patricia L. Bonezzi to the City of Destin, which has been recorded in Official Records Book 2728, Page 3110 on August 15, 2006, of the Public Records of Okaloosa County, Florida. *The original recorded deed was forwarded to you on August 29, 2006;*
3. Copy of Mortgage Cancellation which has been recorded in Official Records Book 2735, Page 1755 on September 13, 2006 of the Public Records of Okaloosa County, Florida;
4. Copy of executed Owner's Affidavit from Mr. and Mrs. Bonezzi; and
5. Original title insurance policy issued by Attorneys' Title Insurance Fund, Inc.

The original Title Commitment was forwarded to you on August 7, 2006.

If you have any questions, please do not hesitate to contact me.

Sincerely,

J. JEROME MILLER
Attorney at Law
JJM/scw
Enclosures: as stated above
CC: Greg Kisela (without attachments)

MILLER & ANSLEY, P.A.
ATTORNEYS AT LAW
Wildcat Plaza
415 Mountain Drive, Suite 3
Destin, Florida 32541-2349
Telephone: (850) 837-3860 • *Facsimile:* (850) 837-6158
E-Mail: miller@destinlawfirm.com

J. Jerome Miller
Andrea D. Ansley
Stephanie M. Ockunzzi

August 7, 2006

VIA HAND DELIVERY

City of Destin
Attn: Dana Williams
4200 Two Trees Road
Destin, FL 32541

Re: 215 Beach Drive Acquisition

Dear Dana:

Enclosed please find the Original Attorneys' Title Insurance Fund, Inc. Commitment #C-2928201 for the above-referenced real estate matter.

If you have any questions, please do not hesitate to contact me.

Sincerely,

J. JEROME MILLER
Attorney at Law

JJM/scw
Enclosure: as stated

COMMITMENT

to

INSURE TITLE

Attorneys' Title Insurance Fund, Inc.

ORLANDO, FLORIDA



For information about coverage or assistance in resolving complaints, call (407) 240-3863.

Offices at 6545 Corporate Centre Boulevard
Orlando, Florida 32822
(407) 240-3863 • (800) 336-3863

COMMITMENT

Attorneys' Title Insurance Fund, Inc.

ORLANDO, FLORIDA

Commitment To Insure Title

ATTORNEYS' TITLE INSURANCE FUND, INC., a Florida corporation, herein called THE FUND, for a valuable consideration, hereby commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest covered hereby in the land described or referred to in Schedule A; subject to the provisions of Schedules A and B and to the Conditions and Stipulations hereof.

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A hereof by THE FUND, either at the time of the issuance of this Commitment or by subsequent endorsement.

This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate six months after the effective date hereof or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of THE FUND.

In Witness Whereof, ATTORNEYS' TITLE INSURANCE FUND, INC. has caused this Commitment to be signed and sealed as of the effective date of Commitment shown in Schedule A, the Commitment to become valid when countersigned by an authorized signatory.

ATTORNEYS' TITLE INSURANCE FUND, INC. CORPORATE SEAL FLORIDA

Attorneys' Title Insurance Fund, Inc.

By Charles J. Kovaleski

Charles J. Kovaleski
President

SERIAL
C- 2928201

FUND COMMITMENT

Schedule A

Commitment No.: C-2928201 ***Fund File Number*** : 43-2006-779
Effective Date: June 8, 2006 ***at*** 8:00 AM ***Agent's File Reference:*** 06.0112

1. Policy or Policies to be issued: ***Proposed Amount of Insurance***

OWNER'S: ALTA Owner's Policy (10/17/92). (If other, specify.) $225,000.00

Proposed Insured:

City of Destin, Florida

MORTGAGEE:

2. The estate or interest in the land described or referred to in this commitment is a fee simple and title thereto is at the effective date hereof vested in:

Robert A. Bonezzi and Patricia L. Bonezzi

3. The land referred to in this commitment is described as follows:

Lot 18, Block B, Sea Hills, Third Addition, according to the map or plat thereof as recorded in Plat Book 5, Page(s) 104, Public Records of Okaloosa County, Florida.

AGENT NO.: 752100
ISSUED BY: J. Jerome Miller

MAILING ADDRESS:

415 Mountain Drive
Suite 3

Destin, FL 32541

AGENT'S SIGNATURE J. Jerome Miller

J. Jerome Miller

Rev.1.2

FUND COMMITMENT

Schedule B

Commitment No.: C-2928201 *Fund File Number* 43-2006-779
Agent's File Reference: 06.0112

I. The following are the requirements to be complied with:

1. Payment of the full consideration to, or for the account of, the grantors or mortgagors.

2. Instruments creating the estate or interest to be insured which must be executed, delivered and filed for record:

A. Warranty Deed from Robert A. Bonezzi and Patricia L. Bonezzi, husband and wife to the proposed insured purchaser(s).

3. A determination must be made that there are no unrecorded special assessment liens or unrecorded liens arising by virtue of ordinances, unrecorded agreements as to impact or other development fees, unpaid waste fees payable to the county or municipality, or unpaid service charges under Ch. 159, F. S., or county ordinance.

4. Affidavit to be executed by Robert A. Bonezzi and Patricia L. Bonezzi, husband and wife stating: 1) There are no matters pending against the affiant that could give rise to a lien that would attach to the property between June 8, 2006 and the recording of the interest to be insured. 2) That the affiant(s) have not and will not execute any instruments that would adversely affect the interest to be insured.

5. Closing funds are to be disbursed by or at the direction of the agent of The Fund identified at bottom of Schedule A.

6. A search commencing with the effective date of this commitment will be performed at or shortly prior to the closing of this transaction. If this search reveals a title defect or other objectionable matters, an endorsement will be issued requiring that this defect or objection be cleared on or before closing.

7. Agent is to record the insured instruments as soon as possible after closing.

8. Satisfaction of the mortgage from Robert A. Bonezzi and Patricia L. Bonezzi, husband and wife to First National Bank & Trust dated March 31, 2005, and recorded in O.R. Book 2606, Page 1270, Public Records of Okaloosa County, Florida.

9. Release or reassignment of the assignment of Rents, Leases, Profits, and Contracts recorded April 4, 2005, in O.R. Book 2606, Page 1276, Public Records of Okaloosa County, Florida.

II. Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of The Fund:

FUND COMMITMENT

Commitment No.: C-2928201 *Fund File Number* 43-2006-779

Agent's File Reference: 06.0112

1. ***Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this commitment.***

2. ***Any owner and mortgagee policies issued pursuant hereto will contain under Schedule B the standard exceptions set forth at the inside cover hereof unless an affidavit of possession and a satisfactory current survey are submitted, an inspection of the premises is made, it is determined the current year's taxes or special assessments have been paid, and it is determined there is nothing of record which would give rise to construction liens which could take priority over the interest(s) insured hereunder (where the liens would otherwise take priority, submission of waivers is necessary).***

3. ***Any owner policy issued pursuant hereto will contain under Schedule B the following exception: Any adverse ownership claim by the State of Florida by right of sovereignty to any portion of the lands insured hereunder, including submerged, filled and artificially exposed lands and lands accreted to such lands.***

4. Restrictions, conditions, reservations, easements, and other matters contained on the Plat of SEA HILLS THIRD ADDITION, according to the map or plat thereof as recorded in Plat Book 5, Page(s) 104, Public Records of Okaloosa County, Florida.

5. Covenants, conditions and restrictions recorded March 14, 1978, in O.R. Book 960, Page 669, Public Records of Okaloosa County, Florida.

6. Oil, gas, mineral, or other reservations as set forth in deed by Mattie Kelly Simms et al., recorded in O.R. Book 952, Page 44, Public Records of Okaloosa County, Florida. No determination has been made as to the current record owner for the interest excepted herein.

OWNER'S TITLE INSURANCE POLICY

Attorneys' Title Insurance Fund, Inc.

ORLANDO, FLORIDA

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, ATTORNEYS' TITLE INSURANCE FUND, INC., a Florida corporation, herein called The Fund, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land.

The Fund will also pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations.

In Witness Whereof, ATTORNEYS' TITLE INSURANCE FUND, INC. has caused this policy to be signed and sealed as of Date of Policy shown in Schedule A, the policy to become valid when countersigned by an authorized signatory.

ATTORNEYS' TITLE INSURANCE FUND, INC. CORPORATE SEAL FLORIDA

Attorneys' Title Insurance Fund, Inc.

By

Charles J. Kovaleski
President

SERIAL

OPM - 2815634

the loss or damage shall be payable within 30 days thereafter.

13. Subrogation Upon Payment or Settlement

(a) **The Fund's Right of Subrogation.**

Whenever The Fund shall have settled and paid a claim under this policy, all right of subrogation shall vest in The Fund unaffected by any act of the insured claimant.

The Fund shall be subrogated to and be entitled to all rights and remedies which the insured claimant would have had against any person or property in respect to the claim had this policy not been issued. If requested by The Fund, the insured claimant shall transfer to The Fund all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The insured claimant shall permit The Fund to sue, compromise or settle in the name of the insured claimant and to use the name of the insured claimant in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the insured claimant, The Fund shall be subrogated to these rights and remedies in the proportion which The Fund's payment bears to the whole amount of the loss.

If loss should result from any act of the insured claimant, as stated above, that act shall not void this policy, but The Fund, in that event, shall be required to pay only that part of any losses insured against by this policy which shall exceed the amount, if any, lost to The Fund by reason of the impairment by the insured claimant of The Fund's right of subrogation.

(b) **The Fund's Rights Against Non-insured Obligors.**

The Fund's right of subrogation against non-insured obligors shall exist and shall include, without limitation, the rights of the insured to indemnities, guaranties, other policies of insurance or bonds, notwithstanding any terms or conditions contained in those instruments which provide for subrogation rights by reason of this policy.

14 Arbitration

Unless prohibited by applicable law, arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association may be demanded if agreed to by both The Fund and the insured. Arbitrable matters may include, but are not limited to, any controversy or claim between The Fund and the insured arising out of or relating to this policy, and service of The Fund in connection with its issuance or the breach of a policy provision or other obligation. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from The Fund upon request.

15. Liability Limited to this Policy; Policy Entire Contract

(a) This policy together with all endorsements, if any, attached hereto by The Fund is the entire policy and contract between the insured and The Fund. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the title to the estate or interest covered hereby or by any action asserting such claim, shall be restricted to this policy.

(c) No amendment of or endorsement to this policy can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, or Agent of The Fund.

16. Severability

In the event any provision of the policy is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision and all other provisions shall remain in full force and effect.

17. Notices, Where Sent

All notices required to be given The Fund and any statement in writing required to be furnished The Fund shall include the number of this policy and shall be addressed to The Fund at its principal office at Post Office Box 628600, Orlando, Florida 32862-8600.

OWNER'S
TITLE INSURANCE
POLICY

Attorneys'
Title Insurance Fund,
Inc.

ORLANDO, FLORIDA



For information about coverage or assistance in resolving complaints, call 407-240-3863.

Offices at
6545 Corporate Centre Boulevard
Orlando, FL 32822
(407) 240-3863 • (800) 336-3863

FUND OWNER'S POLICY

Schedule A

Policy No.: OPM-2815634
Effective Date: August 15, 2006 *at* 11:29 AM

Fund File Number 43-2006-779
Agent's File Reference: 06.0112

Amount of Insurance: $225,000.00

1. *Name of Insured:*

   The City of Destin, a Florida Municipal Corporation

2. *The estate or interest in the land described herein and which is covered by this policy is a fee simple and is at the effective date hereof vested in the named insured as shown by instrument recorded in O.R. Book* 2728, *Page* 3110, *of the Public Records of* Okaloosa *County, Florida.*

3. *The land referred to in this policy is described as follows:*

   Lot 18, Block B, Sea Hills, Third Addition, according to the map or plat thereof as recorded in Plat Book 5, Page(s) 104, Public Records of Okaloosa County, Florida.

AGENT NO.: 752100
ISSUED BY: J. Jerome Miller

MAILING ADDRESS:

415 Mountain Drive
Suite 3
Destin, FL 32541

AGENT'S SIGNATURE J. Jerome Miller

Rev.1.0

FUND OWNER'S POLICY

Schedule B

Policy No.: OPM-2815634 *Fund File Number* 43-2006-779

Agent's File Reference: 06.0112

This policy does not insure against loss or damage by reason of the following exceptions:

1. Taxes for the year of the effective date of this policy and taxes or special assessments which are not shown as existing liens by the public records.

2. Rights or claims of parties in possession not shown by the public records.

3. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the premises.

4. Easements or claims of easements not shown by the public records.

5. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

6. Any adverse ownership claim by the State of Florida by right of sovereignty to any portion of the lands insured hereunder, including submerged, filled and artificially exposed lands, and lands accreted to such lands.

Items 2 and 5-6 are hereby deleted.

7. Restrictions, conditions, reservations, easements, and other matters contained on the Plat of SEA HILLS THIRD ADDITION, according to the map or plat thereof as recorded in Plat Book 5, Page(s) 104, Public Records of Okaloosa County, Florida.

8. Covenants, conditions and restrictions recorded March 14, 1978, in O.R. Book 960, Page 669, Public Records of Okaloosa County, Florida.

9. Oil, gas, mineral, or other reservations as set forth in deed by Mattie Kelly Simms et al., recorded in O.R. Book 952, Page 44, Public Records of Okaloosa County, Florida. No determination has been made as to the current record owner for the interest excepted herein.



Attorneys' Title Insurance Fund, Inc.
Privacy Policy Notice

PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of Attorneys' Title Insurance Fund, Inc.

1. *INFORMATION WE COLLECT:*

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you, such as on applications or other forms.
- Information about your transactions we secure from our files, or from our affiliates or others.
- Information we may receive from a consumer reporting agency.
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

2. *INFORMATION WE DISCLOSE TO THIRD PARTIES AS PERMITTED BY LAW:*

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

3. *OUR PRACTICES REGARDING INFORMATION CONFIDENTIALITY AND SECURITY:*

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

OMB NO. 2502-0265

A.

U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT

SETTLEMENT STATEMENT

B. TYPE OF LOAN:
1. ☐ FHA 2. ☐ FmHA 3. ☒ CONV. UNINS. 4. ☐ VA 5. ☐ CONV. INS.

6. FILE NUMBER: JWG-2005-AP-539
7. LOAN NUMBER: 98590
8. MORTGAGE INS CASE NUMBER:

C. NOTE: *This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "[POC]" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.*

1.0 3/98 (JWG-2005-AP-539.PFD/JWG-2005-AP-539/8)

D. NAME AND ADDRESS OF BUYER:	E. NAME AND ADDRESS OF SELLER:	F. NAME AND ADDRESS OF LENDER:
ROBERT A. BONEZZI PATRICIA L. BONEZZI 662 Harbor Blvd Unit 310 Destin, FL 32541	MICHAEL D. GROSE 1699 W HIGHWAY 98 APT 304 MARY ESTHER, FL 32569	FIRST NATIONAL BANK & TRUST 29 EGLIN PARKWAY FORT WALTON BEACH, FL 32548

G. PROPERTY LOCATION:	H. SETTLEMENT AGENT:	I. SETTLEMENT DATE:
215 BEACH DRIVE DESTIN, FL 32541 OKALOOSA County, Florida LOT 18, BLOCK B, SEA HILLS, THIRD ADDITION, PLAT BOOK 5 PAGE 104, OKALOOSA CO., FL	JAMES W. GRIMSLEY PLACE OF SETTLEMENT 25 WALTER MARTIN ROAD , NE FORT WALTON BEACH, FL 32548	March 31, 2005

J. SUMMARY OF BUYER'S TRANSACTION

100. GROSS AMOUNT DUE FROM BUYER:		
101. Contract Sales Price		219,000.00
102. Personal Property		
103. Settlement Charges to Buyer (Line 1400)		6,242.50
104.		
105.		
Adjustments For Items Paid By Seller in advance		
106. City/Town Taxes	to	
107. County Taxes	to	
108. Assessments	to	
109.		
110.		
111.		
112.		
120. GROSS AMOUNT DUE FROM BUYER		225,242.50
200. AMOUNTS PAID BY OR IN BEHALF OF BUYER:		
201. Deposit/earnest money $4,142.32 RETURNED		857.68
202. Principal Amount of New Loan(s)		224,000.00
203. Existing loan(s) taken subject to		
204.		
205.		
206.		
207.		
208.		
209.		
Adjustments For Items Unpaid By Seller		
210. City/Town Taxes	to	
211. County Taxes 01/01/05	to 03/31/05	384.82
212. Assessments	to	
213.		
214.		
215.		
216.		
217.		
218.		
219.		
220. TOTAL PAID BY/FOR BUYER		225,242.50
300. CASH AT SETTLEMENT FROM/TO BUYER:		
301. Gross Amount Due From Buyer (Line 120)		225,242.50
302. Less Amount Paid By/For Buyer (Line 220)		(225,242.50)
303. CASH (FROM) (TO) BUYER		0.00

K. SUMMARY OF SELLER'S TRANSACTION

400. GROSS AMOUNT DUE TO SELLER:		
401. Contract Sales Price		219,000.00
402. Personal Property		
403.		
404.		
405.		
Adjustments For Items Paid By Seller in advance		
406. City/Town Taxes	to	
407. County Taxes	to	
408. Assessments	to	
409.		
410.		
411.		
412.		
420. GROSS AMOUNT DUE TO SELLER		219,000.00
500. REDUCTIONS IN AMOUNT DUE TO SELLER:		
501. Excess Deposit (See Instructions)		
502. Settlement Charges to Seller (Line 1400)		10,970.00
503. Existing loan(s) taken subject to		
504. Payoff of first Mortgage to Primwest Mortgage Corp		13,001.84
505. Payoff of second Mortgage to Destin Bank		22,191.77
506.		
507. (Deposit disb. as proceeds)		
508.		
509.		
Adjustments For Items Unpaid By Seller		
510. City/Town Taxes	to	
511. County Taxes 01/01/05	to 03/31/05	384.82
512. Assessments	to	
513.		
514.		
515.		
516.		
517.		
518.		
519.		
520. TOTAL REDUCTION AMOUNT DUE SELLER		46,548.43
600. CASH AT SETTLEMENT TO/FROM SELLER:		
601. Gross Amount Due To Seller (Line 420)		219,000.00
602. Less Reductions Due Seller (Line 520)		(46,548.43
603. CASH (X TO) (FROM) SELLER		172,451.57

The undersigned hereby acknowledge receipt of a completed copy of pages 1&2 of this statement & any attachments referred to herein.

I HAVE CAREFULLY REVIEWED THE HUD-1 SETTLEMENT STATEMENT AND TO THE BEST OF MY KNOWLEDGE AND BELIEF, IT IS A TRUE AND ACCURATE STATEMENT OF ALL RECEIPTS AND DISBURSEMENTS MADE ON MY ACCOUNT OR BY ME IN THIS TRANSACTION. I FURTHER CERTIFY THAT I HAVE RECEIVED A COPY OF THE HUD-1 SETTLEMENT STATEMENT.

Buyer

ROBERT A. BONEZZI

PATRICIA L. BONEZZI

Seller

MICHAEL D. GROSE

TO THE BEST OF MY KNOWLEDGE, THE HUD-1 SETTLEMENT STATEMENT WHICH I HAVE PREPARED IS A TRUE AND ACCURATE ACCOUNT OF THE FUNDS WHICH WERE RECEIVED AND HAVE BEEN OR WILL BE DISBURSED BY THE UNDERSIGNED AS PART OF THE SETTLEMENT OF THIS TRANSACTION.

JAMES W. GRIMSLEY
Settlement Agent

WARNING: IT IS A CRIME TO KNOWINGLY MAKE FALSE STATEMENTS TO THE UNITED STATES ON THIS OR ANY SIMILAR FORM. PENALTIES UPON CONVICTION CAN INCLUDE A FINE AND IMPRISONMENT. FOR DETAILS SEE: TITLE 18 U.S. CODE SECTION 1001 & SECTION 1010.

L. SETTLEMENT CHARGES

		PAID FROM BUYER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
700. TOTAL COMMISSION Based on Price	$ 219,000.00 @ 5.0000 % 10,950.00		
Division of Commission (line 700) as Follows:			
701. $ 10,950.00	to Real Estate Professionals of Destin, Inc.		
702. $	to		
703. Commission Paid at Settlement			10,950.00
704.	to		
800. ITEMS PAYABLE IN CONNECTION WITH LOAN			
801. Loan Origination Fee 0.5000 %	to FIRST NATIONAL BANK & TRUST	1,120.00	
802. Loan Discount %	to		
803. Appraisal Fee	to FIRST NATIONAL BANK & TRUST	400.00	
804. Credit Report	to		
805. Flood Certification Fee	to FIRST NATIONAL BANK & TRUST	16.00	
806. Mortgage Ins. App. Fee	to		
807. Assumption Fee	to		
808.			
809.			
810.			
811.			
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE			
901. Interest From to	@ $ /day (days %)		
902. Mortgage Insurance Premium for	months to		
903. Hazard Insurance Premium for 1.0	years to		
904.			
905.			
1000. RESERVES DEPOSITED WITH LENDER			
1001. Hazard Insurance	months @ $ per month		
1002. Mortgage Insurance	months @ $ per month		
1003. City/Town Taxes	months @ $ per month		
1004. County Taxes	months @ $ per month		
1005. Assessments	months @ $ per month		
1006.	months @ $ per month		
1007.	months @ $ per month		
1008.	months @ $ per month		
1100. TITLE CHARGES			
1101. Settlement or Closing Fee	to JAMES W. GRIMSLEY		
1102. Abstract or Title Search	to TICOR TITLE INSURANCE COMPANY OF FLORIDA	85.00	
1103. Title Examination	to JAMES W. GRIMSLEY		
1104. Title Insurance Binder	to		
1105. Document Preparation	to		
1106. Notary Fees	to		
1107. Attorney's Fees	to		
(includes above item numbers:	)		
1108. Title Insurance	to TICOR TITLE INSURANCE COMPANY OF FLORIDA	1,220.00	
(includes above item numbers:	)		
1109. Lender's Coverage	$ 224,000.00 prom $1,195.00		
1110. Owner's Coverage	$ 219,000.00 sim $25.00		
1111. ALTA Form 6	to TICOR TITLE INSURANCE COMPANY OF FLORIDA	25.00	
1112. ALTA Form 8.1	to TICOR TITLE INSURANCE COMPANY OF FLORIDA	25.00	
1113. Florida Form 9	to TICOR TITLE INSURANCE COMPANY OF FLORIDA	122.00	
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES			
1201. Recording Fees: Deed $ 18.50; Mortgage $ 52.50;	Releases $ 20.00	71.00	20.00
1202. City/County Tax/Stamps: Deed	; Mortgage		
1203. State Tax/Stamps: Revenue Stamps	1,533.00; Revenue Stamps 784.00	2,317.00	
1204. Intangible Tax on Mortgage	to County Clerk of the Court	448.00	
1205. Record Assignment of Rents	to County Clerk of the Court	18.50	
1300. ADDITIONAL SETTLEMENT CHARGES			
1301. Survey	to W.W. Curle Land Surveying, Inc.	375.00	
1302. Pest Inspection	to		
1303.			
1304.			
1305.			
1400. TOTAL SETTLEMENT CHARGES (Enter on Lines 103, Section J and 502, Section K)		6,242.50	10,970.00

By signing page 1 of this statement, the signatories acknowledge receipt of a completed copy of page 2 of this two page statement.

JAMES W. GRIMSLEY
Settlement Agent

Certified to be a true copy.
A FACSIMILE SIGNED COPY HAS THE SAME LEGAL EFFICACY AND IMPORT AS THE ORIGINAL.

Prepared by:
Jennifer Helmich
Okaloosa Walton Title, Inc.
770 Industrial Drive
Crestview, Florida 32539

File Number: 06-0008

Instr # 2354617 BK: 2729 PG:300,Page 1 of 1
Recorded 08/16/2006 at 02:32 PM,
RECORDING: $6.00 RECORDING ARTICLE V: $4.00
DEED DOCSTAMPS: $0.70

DEPUTY CLERK PDUNN
DON W. HOWARD,CLERK OF COURTS, OKALOOSA COUNTY, FL

Corrective Warranty Deed

Made this August 11, 2006 A.D. By **Robert A. Glaze and Sharon M. Glaze, husband and wife,** whose address is: 2953 Pine Valley Drive, Destin, FL 32550 , hereinafter called the grantor, to **Rather Be Diving, L.L.C., a Florida Limited Liability Company,** whose address is: 4502 Bellbuoy Landing, Destin, Florida 32541 hereinafter called the "grantee":

(Whenever used herein the term "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth, that the grantor, for and in consideration of the sum of Ten Dollars, ($10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Okaloosa County, Florida, viz:

Lot 17, Block B, Sea Hills Third Addition, according to the plat thereof as recorded in Plat Book 5, Page(s) 104, of the Public Records Of Okaloosa County, Florida.

Said property is not the homestead of the Grantor(s) under the laws and constitution of the State of Florida in that neither Grantor(s) or any members of the household of Grantor(s) reside thereon.

Parcel ID Number: **00-2S-22-30830-00B-0170**

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31, 2005.

This Corrective Warranty Deed is given for the express purpose or correcting due to the legal description being inadvertently left off of the Quit Claim Deed recorded in O.R. Book 2534, Page 4197 in the Public Records of Okaloosa County.

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

Witness Printed Name Keerin M. Helmich

Witness Printed Name Jennifer AM Helmich

Robert A. Glaze

State of Florida
County of Okaloosa

The foregoing instrument was acknowledged before me this August 11, 2006, by Robert A. Glaze, a married man, who is/are personally known to me or who has produced FLD as identification.

JENNIFER A.M. HELMICH
Comm# DD0430615
Expires 12/14/2007
Bonded thru (800)432-4254
Florida Notary Assn., Inc

Notary Public
Print Name:

My Commission Expires:

Witness Printed Name Judy Price

Witness Printed Name Deborah Atwell

Sharon M. Glaze

State of Florida
County of Walton

The foregoing instrument was acknowledged before me this August 11, 2006, by Sharon M. Glaze, a married woman, who is/are personally known to me or who has produced personally known as identification.

DEBORAH ATWELL MCCOART
MY COMMISSION # DD 481760
EXPIRES: November 15, 2009
Bonded Thru Notary Public Underwriters

Notary Public
Print Name:

My Commission Expires:

DEED Individual Warranty Deed - Legal on Face
Closers' Choice

OWT

Prepared by and Return to:
Jennifer Helmich
Okaloosa Walton Title, Inc.
770 Industrial Drive
Crestview, Florida 32539

File Number: 06-0008

Instr # 2354618 BK: 2729 PG:301,Page 1 of 1
Recorded 08/16/2006 at 02:32 PM,
RECORDING: $6.00 RECORDING ARTICLE V: $4.00
DEED DOCSTAMPS: $1585.50

DEPUTY CLERK PDUNN
DON W. HOWARD,CLERK OF COURTS, OKALOOSA COUNTY, FL

General Warranty Deed

Made this August 11, 2006 A.D. By **Rather Be Diving, L.L.C., a Florida Limited Liability Company**, whose address is: 4502 Bellbuoy Landing, Destin, Florida 32541, hereinafter called the grantor, to **The City of Destin, a municipality in Okaloosa County, Florida**, whose address is: P.O. Box 399, Destin, Florida 32540, hereinafter called the grantee:

(Whenever used herein the term "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth, that the grantor, for and in consideration of the sum of Ten Dollars, ($10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Okaloosa County, Florida, viz:

LOT 17, BLOCK B, SEA HILLS THIRD ADDITION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE(S) 104, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.

Said property is not the homestead of the Grantor(s) under the laws and constitution of the State of Florida in that neither Grantor(s) or any members of the household of Grantor(s) reside thereon.

Parcel ID Number: 00-2S-22-30830-00B-0170

This conveyance is made subject to Oil, Gas, Mineral, or other reservations as set forth in Deed recorded in O.R. Book 952, Page 44, Public Records of Okaloosa County, Florida.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances.

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

Witness Printed Name Kevin M. Helmich

Witness Printed Name Jennifer AM Helmich

Witness Printed Name Kevin M. Helmich

Witness Printed Name Jennifer AM Helmich

Rather Be Diving, L.L.C., a Florida Limited Liability Company

By: Bradley S. Smith
Its: Managing Member

By: Robert A. Glaze, Jr.
Its: Managing Member

State of Florida
County of Okaloosa

The foregoing instrument was acknowledged before me this August 11, 2006, by Bradley S. Smith and Robert A. Glaze, Jr., as Managing Members of Rather Be Diving, L.L.C., a Florida Limited Liability Company, who are personally known to me or who have produced PL ID as identification.

JENNIFER A.M. HELMICH
Comm# DD0436815
Expires 12/14/2007
Bonded thru (800)432-4254
Florida Notary Assn., Inc

Notary Public
Print Name:

My Commission Expires:

A. **U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT**
SETTLEMENT STATEMENT

Okaloosa Walton Title, Inc.
770 Industrial Drive
Crestview, Florida 32539
850-682-7900 fax: 850-682-7665

B. TYPE OF LOAN

1. ☐ FHA 2. ☐ FMHA 3. ☐ CONV. UNINS.
4. ☐ VA 5. ☐ CONV. INS.

6. File Number: 06-0008 7. Loan Number:
8. Mortgage Ins. Case No.:

COPY

C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked (p.o.c.) were paid outside the closing. They are shown here for informational purposes and are not included in the totals.

D. Borrower:	The City of Destin, a municipality in Okaloosa County, Florida P.O. Box 399 Destin, Florida 32540
E. Seller:	Rather Be Diving, L.L.C., a Florida Limited Liability Company 4502 Bellbuoy Landing Destin, Florida 32541
F. Lender:	
G. Property:	217 Beach Drive Destin, Okaloosa County, Florida 32541 Lot 17, Block B Sea Hills 3rd Addition
H. Settlement Agent:	Okaloosa Walton Title, Inc.
Place of Settlement:	770 Industrial Drive, Crestview, Florida 32539 Okaloosa County
I. Settlement Date:	August 11, 2006

J. Summary of Borrower's Transaction		K. Summary of Seller's Transaction	
100. Gross Amount Due From Borrower:		**400. Gross Amount Due To Seller:**	
101. Contract Sales Price	226,500.00	401. Contract Sales Price	226,500.00
102. Personal Property		402. Personal Property	
103. Settlement Charges to Borrower (line 1400)	1,222.50	403.	
Adjustments for Items Paid by Seller in Advance:		**Adjustments for Items Paid by Seller in Advance:**	
106. City / Town Taxes		406. City / Town Taxes	
107. County / Parish Taxes		407. County / Parish Taxes	
108. Assessments		408. Assessments	
120. Gross Amount Due from Borrower:	**227,722.50**	**420. Gross Amount Due to Seller:**	**226,500.00**
200. Amounts Paid by or in Behalf of Borrower:		**500. Reductions in Amount Due to Seller:**	
201. Deposit / Earnest Money	5,000.00	501. Excess Deposit (see instructions)	
202. Principal Amount of New Loan		502. Settlement Charges to Seller (Line 1400)	6,141.20
203. Existing Loan(s)		503. Existing Loan(s)	
204.		504. Payoff of First Mortgage Loan No. 0043373141 good through Aug. 15, 2006 to Wells Fargo Home Mortgage	105,171.57
205.		505. Payoff of Second Mortgage to	
206.		506. Purchase Money Mortgage to	
Adjustments for Items Unpaid by Seller:		**Adjustments for Items Unpaid by Seller:**	
210. City / Town Taxes		510. City / Town Taxes	
211. County / Parish Taxes Jan 1, 2006 thru Aug 10, 2006	1,558.77	511. County / Parish Taxes Jan 1, 2006 thru Aug 10, 2006	1,558.77
212. Assessments		512. Assessments	
220. Total Paid by / for Borrower:	**6,558.77**	**520. Total Reductions in Amount Due Seller:**	**112,871.54**
300. Cash at Settlement from / to Borrower:		**600. Cash at Settlement to / from Seller:**	
301. Gross Amount due from Borrower (line 120)	227,722.50	601. Gross Amount due to Seller (line 420)	226,500.00
302. Less Amount Paid by/for Borrower (line 220)	6,558.77	602. Less Reductions Amount due Seller (line 520)	112,871.54
303. Cash From Borrower:	**$221,163.73**	**603. Cash To Seller:**	**$113,628.46**

L. Settlement Charges	Paid from Borrower's Funds at Settlement	Paid from Seller's Funds at Settlement
700. Total Sales / Broker's Commission: Based on Price $226,500.00 @ 2.00% = $4,530.00 Division of Commission as follows		
701. 4,530.00 to ResortQuest		
702.		
703. Commission Paid at Settlement		4,530.00
800. Items Payable in Connection with Loan:		
801. Loan Origination Fee		
802. Loan Discount		
803. Appraisal Fee		
804. Credit Report		
805. Lender's Inspection Fee		
806. Mortgage Insurance Application Fee		
807. Assumption Fee		
900. Items Required by Lender to be Paid in Advance:		
901. Interest from Aug 11, 2006 @ 0.0000 / day		
902. Mortgage Insurance Premium		
903. Hazard Insurance Premium		
904. Flood Insurance Premium		
1000. Reserves Deposited with Lender:		
1001. Hazard Insurance		
1002. Mortgage Insurance		
1003. City Property Taxes		
1004. County Property Taxes		
1005. Annual Assessments		
1100. Title Charges:		
1101. Settlement or Closing Fee to Okaloosa Walton Title, Inc.	200.00	
1102. Abstract or Title Search to First American Title Insurance Company	60.00	
1103. Title Examination to First American Title Insurance Company	25.00	
1104. Title Insurance Binder		
1105. Document Preparation		
1106. Notary Fees		
1107. Attorney Fees (includes above item numbers:		
1108. Title Insurance to Okaloosa Walton Title, Inc. (includes above item numbers:	892.50	
1109. Lender's Coverage 0.00 Risk Premium 0.00		
1110. Owner's Coverage 226,500.00 Risk Premium 892.50		
1111. Administrative-Courier Fee to Okaloosa Walton Title, Inc.	25.00	
1112.		
1200. Government Recording and Transfer Charges:		
1201. Recording Fees: Deed 10.00 Mortgage 0.00 Releases 10.00	10.00	10.00
1202. City/County tax/stamps: Deed 0.00 Mortgage 0.00		
1203. State tax/stamps: Deed 1,585.50 Mortgage 0.00		1,585.50
1204. Intangible Tax to Clerk of the Circuit Court		
1205. Corrective Warranty Deed Recording Fees to Clerk of the Circuit Court	10.00	0.70
1300. Additional Settlement Charges:		
1301. Survey and Environmenal Inspection (poc 2,450.00)		
1302. Appraisal (poc 500.00)		
1303. Wire Transfer Fee (Payoff) to Okaloosa Walton Title, Inc.		15.00
1304. Estimated Prorated 2006 Property Taxes to Okaloosa County Tax Collector (poc 1,558.77)		
1400. Total Settlement Charges (Enter on line 103, Section J and line 502, Section K)	**$1,222.50**	**$6,141.20**

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of HUD-1 Settlement Statement.

Borrower: The City of Destin, a municipality in Okaloosa County, Florida
Gregory A. Kisela, City Manager

Seller: Rather Be Diving, L.L.C.
Bradley S. Smith, Managing Member
Robert A. Glaze, Jr., Managing Member

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

Settlement Agent: Jennifer Helmich

Date: August 11, 2006
File No.: 06-0008
FATCO

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine or imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

FILE # 2125107 RCD: 05/26/2004 @ 03:56 PM, BK: 2534 PG: 4195 RECORDING: $10.50 DEED DOCSTAMPS $945.00 DEPUTY CLERK PDUNN NEWMAN C. BRACKIN, OKALOOSA COUNTY FL

10.50 rec.
945.00 doc.

Prepared by
Carol Bragdon, an employee of
First American Title Insurance Company d/b/a Advance Title
4477 Legendary Drive, Suite 101
Destin, Florida 32541
(850) 837-7784

Return to: Grantee

File No.: 2032-504307

WARRANTY DEED

This indenture made on **May 14, 2004** A.D., by

Bruce M. Fults and Sherrie L. Fults, husband and wife

whose address is: **4315 Carriage Hills Lane, Destin, FL 32541**
hereinafter called the "grantor", to

Robert A. Glaze and Sharon M. Glaze, husband and wife

whose address is: **2953 Pine Valley Drive, Destin, FL 32550**
hereinafter called the "grantee":

(Which terms "Grantor" and "Grantee" shall include singular or plural, corporation or individual, and either sex, and shall include heirs, legal representatives, successors and assigns of the same)

Witnesseth, that the grantor, for and in consideration of the sum of Ten Dollars, ($10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in **Okaloosa** County, **Florida**, to-wit:

Lot 17, Block B of SEA HILLS 3RD ADDITION, according to the Plat thereof as recorded in Plat Book 5, Page(s) 104, of the Public Records of Okaloosa County, Florida.

Parcel Identification Number: **00-2S-22-3083-000B-0170**

Subject to all reservations, covenants, conditions, restrictions and easements of record and to all applicable zoning ordinances and/or restrictions imposed by governmental authorities, if any.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in any way appertaining.

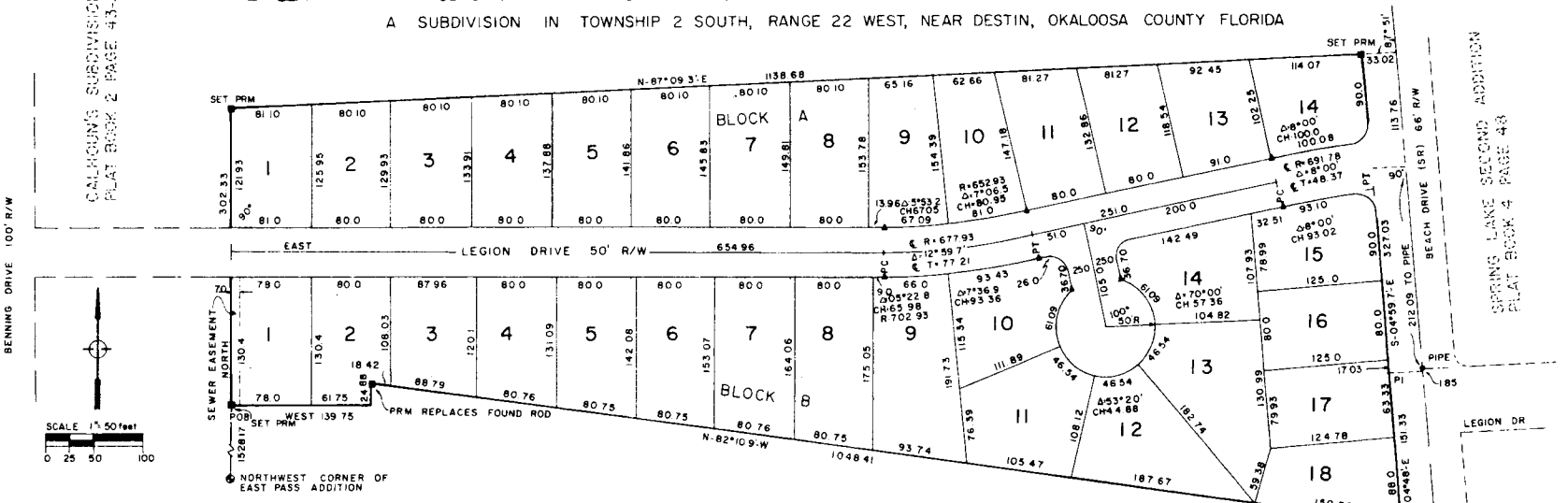
To Have and to Hold, the same in fee simple forever.

504307 FATCOBAB

5-104

SEA HILLS THIRD ADDITION

A SUBDIVISION IN TOWNSHIP 2 SOUTH, RANGE 22 WEST, NEAR DESTIN, OKALOOSA COUNTY FLORIDA



DESCRIPTION

COMMENCING AT THE NORTHWEST CORNER OF EAST PASS ADDITION, PLAT BOOK 1, PAGE 18, OKALOOSA COUNTY, FLORIDA, PROCEED NORTH 1528.17 FEET ALONG EAST LINE OF CALHOUN'S S/D, TO THE POB, THENCE CONTINUE NORTH 302.33 FEET, THENCE N-87°09 3'-E 1138.68 FEET, THENCE S-04°59 7'-E 327.03 FEET, THENCE S-04°48'-E 151.33 FEET, THENCE N-82°10 9-W 1048.41 FEET, THENCE SOUTH 24.88 FEET, THENCE WEST 139.75 FEET TO THE POB.

TITLE OPINION

IT IS THE OPINION OF THE UNDERSIGNED ATTORNEY-AT-LAW, LICENSED IN FLORIDA, THAT TITLE TO LAND DESCRIBED HEREON IS IN THE NAMES OF DEDICATORS AND THERE ARE NO UNSATISFIED MORTGAGES OF THE LAND EXCEPT AS SHOWN IN THE DEDICATION

ATTORNEY-AT-LAW

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT ANDERSON, ANDERSON, AND FLESHMAN, A CO-PARTNERSHIP, AND KELLY TRUST, MORTAGEE, OWNERS OF "SEA HILLS THIRD ADDITION", HEREBY DEDICATE TO THE PUBLIC, IN FEE SIMPLE, ALL STREETS, ROADS, AND THOROUGHFARES SHOWN HEREON

WITNESS THE NAMES AND SEALS OF SAID DEDICATORS

SIGNED ANDERSON, ANDERSON, AND FLESHMAN, A CO-PARTNERSHIP

BY _____ A G ANDERSON SR _____ A G ANDERSON JR _____ WADE H FLESHMAN III

SIGNED KELLY TRUST

BY _____ MATTIE KELLY SIMS TRUSTEE

BY _____ M W LUCAS AS TRUSTEE

BY _____ A L NABORS AS TRUSTEE

APPROVAL OF COUNTY COMMISSIONERS

THIS CERTIFIES THAT THIS PLAT WAS PRESENTED TO THE BOARD OF COUNTY COMMISSIONERS OF OKALOOSA COUNTY, FLORIDA AND APPROVED BY THEM ON THE ____ DAY OF _____, 1978

MEMBER MEMBER MEMBER MEMBER

CHAIRMAN

PLANNING COMMISSION'S CERTIFICATE

THIS CERTIFIES THAT THIS PLAT WAS PRESENTED TO THE PLANNING COMMISSION OF OKALOOSA COUNTY, FLORIDA AND APPROVED BY THEM ON THE 21 DAY OF FEB, 1978

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS SURVEYED, THAT THE SURVEY WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION, THAT PERMANENT REFERENCE MONUMENTS, PRM, HAVE BEEN PLACED AS SHOWN, AND THAT THE SURVEY DATA COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 177 OF THE FLORIDA STATUTES

REG SURVEYOR NO 2032
STATE OF FLORIDA

Prepared By:
W E Overstreet
Consulting Engineer
Fort Walton Beach, Florida

COUNTY CLERK'S CERTIFICATE

I, NEWMAN C BRACKIN, CLERK OF THE CIRCUIT COURT OF OKALOOSA COUNTY, FLORIDA, HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH ALL THE REQUIREMENTS OF THE PLAT ACT, CHAPTER 177 OF THE FLORIDA STATUTES, AND THE SAME WAS FILED FOR RECORD ON THE 19TH DAY OF MARCH, 1978, AND FILED IN PLAT BOOK 5, PAGE 104 OF SAID COUNTY

CLERK OF THE CIRCUIT COURT

NOTES

THE SIGN (°) MEANS DEGREES, THE SIGN (') MEANS FEET OR MINUTES, THE SIGN (") MEANS SECONDS
■ INDICATES SET PRM
● INDICATES FND PIPE
▲ INDICATES PCP
ALL STREET INTERSECTION HAVE A 25' RADIUS

ACKNOWLEDGEMENT

STATE OF FLORIDA, COUNTY OF OKALOOSA

BEFORE THE SUBSCRIBER PERSONALLY APPEARED A G ANDERSON, SR, A G ANDERSON, JR, AND WADE H FLESHMAN III A CO-PARTNERSHIP, AND MATTIE KELLY SIMS, M W LUCAS, AND A L NABORS, TRUSTEES FOR KELLY TRUST, KNOWN TO ME TO BE THE INDIVIDUALS DESCIBED IN AND WHO EXECUTED THE DEDICATION AND ACKNOWLEDGED THEY EXECUTED THE SAME FOR THE USES AND PURPOSES HEREIN SET FORTH

NOTARY PUBLIC, STATE OF FLORIDA
My commission expires February 6 1980

COUNTY ENGINEER'S CERTIFICATE

THIS CERTIFIES THAT THIS PLAT WAS PRESENTED TO THE COUNTY ENGINEER OF OKALOOSA COUNTY, FLORIDA AND APPROVED BY HIM ON THE 14 DAY OF March, 1978

COUNTY ENGINEER

SEA HILLS THIRD ADDITION
PLAT BOOK 5
PAGE 104

Drawn By Jerry Carroll

Sea Hills 3rd Add
5-104

BOOK 960 PAGE 669

OFFICIAL RECORDS

STATE OF FLORIDA
COUNTY OF OKALOOSA

RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS: That Anderson, Anderson, and Fleshman, a Co-partnership, owner, and Kelly Trust, Mortgagee, of the following described real property in the State of Florida, County of Okaloosa, to wit:

SEA HILLS THIRD ADDITION, a subdivision as recorded in Plat Book 5 , page 104, Okaloosa County, Florida,

desiring to restrict the use of said real property for the benefit thereof and to promote its development, hereby encumber all of the above described property with restrictive covenants as herein set forth and declare that such restrictive covenants shall apply to and bind us, our successors and assigns for the term set forth hereinafter and that said covenants shall run with the land, to wit:

1. No lot shall be used except for residential purposes and no building shall be erected, altered, placed or permitted to remain on any lot other that one detached single family dwelling not to exceed two stories in height and a private garage.

2. No fence or wall shall be erected, placed or altered on any lot nearer to the street than the front line of the building erected thereon, nor over six (6) feet in height and no spite fence shall be constructed.

3. No dwelling shall be permitted on any lot at a cost of less than $15.00 per square foot based upon cost levels prevailing on the date these restrictions are recorded, it being the intention and purpose of the covenents to assure that the dwelling shall be of quality and workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded. The livable floor area of the main structure exclusive of open porches and garages shall not be less than 1,100 square feet for a dwelling.

4. No building shall be located on a lot nearer than 25 feet to the front lot line, or nearer than 15 feet to any side street line, or nearer than 7 1/2 feet to an interior lot line, or nearer than 20 feet to the rear lot line. For the purposes of this covenant, eaves, steps and open porches without roof supports shall be permitted to extend five (5) feet beyond the building line. Two lots or a lot and a part of another lot may be combined to produce a building parcel and the setback requirements shall then apply to the exterior lines of such parcel but not to former lot lines inside such parcel.

5. Sidewalks shall be constructed in the right of way abutting each lot in accordance with County requirements. Sidewalk shall be four feet wide and four inches thick concrete. Sidewalk shall abut the R/W line or shall continue the existing sidewalk line if different. Sidewalk shall be constructed by purchaser of lot before occupancy of residence constructed on lot or within two years of purchase of lot, whichever is sooner.

6. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No trucks larger than a pickup truck shall be parked on the premises.

7. No structure of a temporary character, trailer, tent, shack, garage, barn or any other out building shall be used on any lot at any time as a residence, either temporarily or permanently. No shell homes shall be permitted.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31st of 2003.

In Witness Whereof, the grantor has hereunto set their hand(s) and seal(s) the day and year first above written.

Bruce M. Fults

Sherrie L. Fults

Signed, sealed and delivered in our presence:

Witness Signature

Print Name: Carol Bragdon

Witness Signature

Print Name: BRETT J. BUTLER

State of **Florida**

County of **Okaloosa**

The Foregoing Instrument Was Acknowledged before me on **May 14, 2004**, by **Bruce M. Fults and Sherrie L. Fults, husband and wife** who is/are personally known to me or who has/have produced a valid driver's license as identification.

NOTARY PUBLIC

BRETT J. BUTLER
MY COMMISSION # CC 912936
EXPIRES: June 23, 2004
Bonded Thru Notary Public Underwriters

Notary Print Name

My Commission Expires: _____

FILE # 2125103 RCD: 05/26/2004 @ 03:56 PM, BK: 2534 PG: 4197 RECORDING: $10.50 DEED DOCSTAMPS $756.00 DEPUTY CLERK PDUNN NEWMAN C. BRACKIN, OKALOOSA COUNTY FL

10.50 rec.
756.50 doc.

Prepared by
Carol Bragdon, an employee of
First American Title Insurance Company d/b/a Advance Title
4477 Legendary Drive, Suite 101
Destin, Florida 32541
(850) 837-7784

Return to: Grantee

File No.: 2032-504307

QUIT CLAIM DEED

Made on **May 14, 2004**, by and between

Robert A. Glaze and Sharon M. Glaze Husband and wife

whose address is: **2953 Pine Valley Drive, Destin, FL 32550**
hereinafter called the "grantor", to

RATHER BE DIVING, L.L.C.

whose address is: **1441 Baytowne Circle, Destin, FL 32550**
hereinafter called the "grantee":

(Which terms "Grantor" and "Grantee shall include singular or plural, corporation of individual, and sex, and shall include heirs, legal representatives, successors and assigns of the same)

Witnesseth, that the grantor, for and in consideration, receipt whereof is hereby acknowledged, does hereby remise, release, and quite claim unto the grantee forever, all the right title, interest, claim and demand which the said grantor has in and to, all that certain land situate in Walton County Destin, Florida 32541, viz:

See Exhibit "A" attached hereto

Parcel Identification Number: **00-2S-22-3083-000B-0170**

Subject to all reservations, covenants, conditions, restrictions and easements of record and to all applicable zoning ordinanaces and/or restrictions imposed by governmental authorities, if any.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in any way appertaining.

504307 FATCO BAB

To Have and to Hold, the same together with all and singular appurtances thereunto belonging or in anywise appertaining, and all estate, right, title, interest, lien, equity and claim whatsoever of the said grantor, either in law or equity, to the only proper use, benefit and behoof of the said grantee forever.

In Witness Whereof, the grantor has hereunto set their hand(s) and seal(s) the day and year first above written.

Robert A. Glaze

Sharon M. Glaze

Signed, sealed and delivered in the presence of these witnesses:

Witness Signature

Print Name: Carol Bragdon

Witness Signature

Print Name: BRETT J. BUTLER

State of **Florida**

County of **Okaloosa**

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED before me on **May 12, 2004**, by **Robert A. Glaze and Sharon M. Glaze** who is personally known to me or who has produced a valid driver's license as identification.

NOTARY PUBLIC

BRETT J. BUTLER
MY COMMISSION # CC 912936
EXPIRES: June 23, 2004
Bonded Thru Notary Public Underwriters

Notary Print Name

My Commission Expires: _____

FATCO NO. 1268516 LEGAL: Lot 17, Blk B COUNTY: Okaloosa EFFECTIVE DATE: 7/17/06

AGENTS NO. 00-0008 Sea Hills Third Addition INITIALS: MC

RESPA _____ NON-RESPA _____ REFERENCE PRIOR ATTACHED _____

SELLER Rather Be Diving, LLC, a FL. LLC PLAT BOOK 5 PAGE 104 EXACT PRIOR ATTACHED ✓ DATED: 4/29/04

BUYER City of Destin, FL. TAX ID# 00-2S-22-3083-000B-0170 504307

MORTGAGOR _____ ASSESSMENT = 117,493.00 HX = YES ____ NO X

MORTGAGEE N/A GROSS = 1,761.57 PAID = 1,691.11 DATE: 11/29/05 DELINQUENT NONE

ITEM NO.	TYPE INSTR.	DATED	FILED	BOOK	PAGE	GRANTOR	GRANTEE	REMARKS
⊗	WD	5/14/04	5/26/04	2534	4195	Bruce M. Fults + Sherrie L. Fults, H+W	Robert A. Glaze + Sharon M. Glaze, H+W	
⊗	QCD	5/14/04	5/26/04	2534	4197	✓	Rather Be Diving, LLC.	no legal
⊗	MTG	5/14/04	5/26/04	2534	4199	Robert A. Glaze + Sharon M. Glaze.	Wells Fargo Bank, N.A.	108,000

FATIC 524

Policy No. **FA-35-**1460124

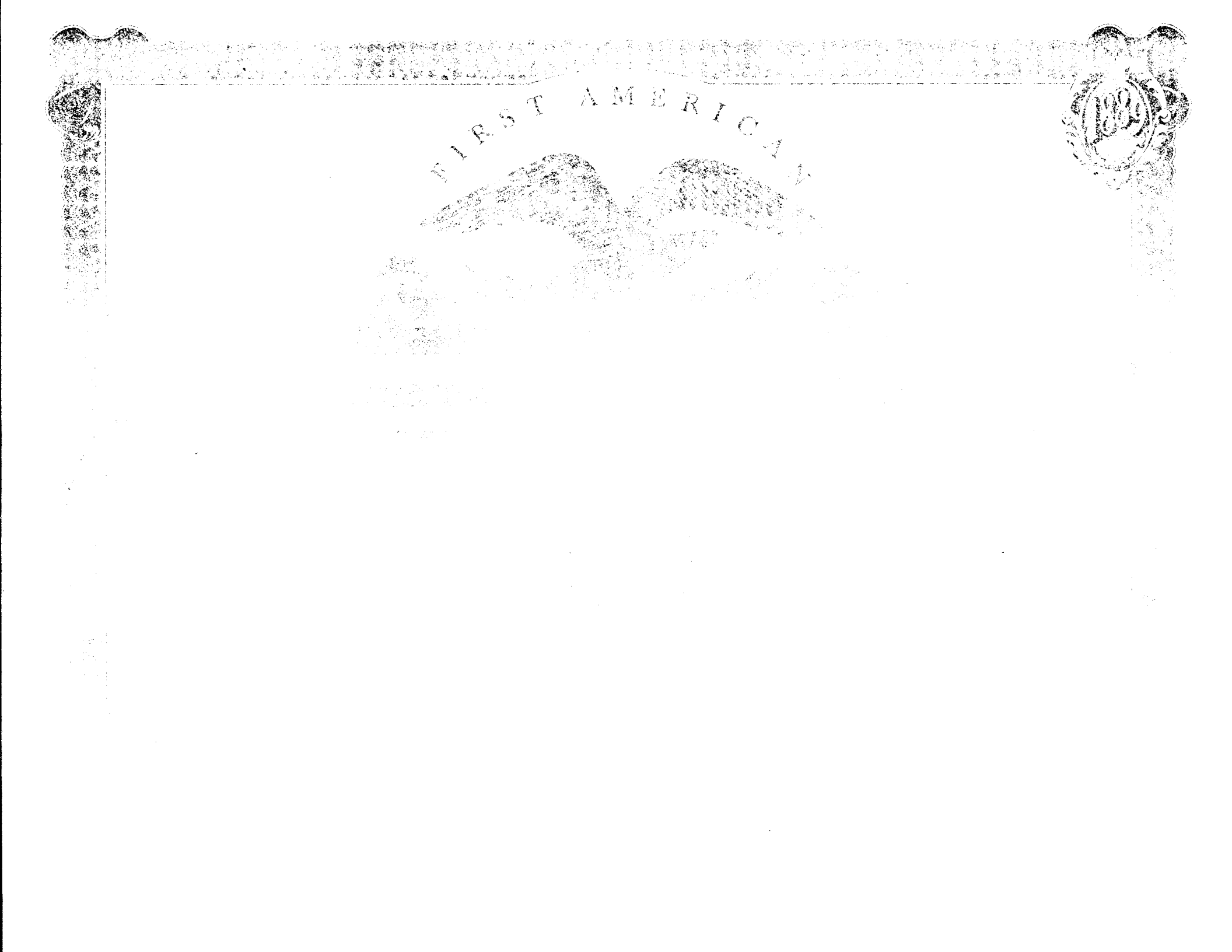
SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the Insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations.

Gary L. Kermott

Mark R Arneson


FIRST AMERICAN

First American Title Insurance Company

ALTA OWNER'S POLICY

Agent's File Number: **06-0008** Owner's Policy Number: **FA-35-1460124**

Schedule A

Date of Policy: **August 16, 2006** at **02:32 PM**

Amount of Insurance: **$226,500.00**

1. Name of Insured:

   The City of Destin, a municipality in Okaloosa County, Florida

2. The estate or interest in the land which is encumbered by the insured is:

   Fee Simple

3. Title to the estate or interest in the land is vested in the Insured by:

   Warranty deed executed by Rather Be Diving, L.L.C., a Florida Limited Liability Company to The City of Destin, a municipality in Okaloosa County, Florida dated August 11, 2006, filed August 16, 2006 in Official Records Book 2729, Page 301, Public Records of Okaloosa County, Florida, conveying said property described herein.

4. The land referred to in this policy is situated in the State of Florida, County of Okaloosa and is described as follows:

   See Schedule A Continuation, for Legal Description

Okaloosa Walton Title, Inc.

By: _____
Authorized Agent
Jennifer Helmich

First American Title Insurance Company

ALTA OWNER'S POLICY

Agent's File Number: **06-0008** Owner's Policy Number: **FA-35-1460124**

Schedule A, Continuation

LOT 17, BLOCK B, SEA HILLS THIRD ADDITION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE(S) 104, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.

First American Title Insurance Company

ALTA OWNER'S POLICY

Agent's File Number: **06-0008** Owner's Policy Number: **FA-35-1460124**

Schedule B

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) by reason of the following.:

1. Any rights, interests or claims of parties in possession of the land not shown by the public records.
2. Any rights, interest or claims affecting the land which a correct survey would disclose and which are not shown by the public records.
3. Any lien for services, labor or materials in connection with improvements, repairs or renovations provided before, on, or after Date of Policy, not shown by the public records.
4. Any dispute as to the boundaries caused by a change in the location of any water body within or adjacent to the land prior to Date of Policy, and any adverse claim to all or part of the land that is, at Date of Policy, or was previously under water.
5. Taxes or special assessments not shown as lien in the public records or in the records of the local tax collecting authority, at Date of Policy.
6. Any mineral or mineral rights leased, granted or retained by current or prior owners.
7. Taxes and assessments for the year **2006** and subsequent years, which are not yet due and payable.

NOTE: Items 1-5 listed above are hereby deleted.

8. Restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of SEA HILLS THIRD ADDITION, as recorded in Plat Book 5, Page(s) 104, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
9. Declaration of Covenants, Conditions and Restrictions, including any amendments or modifications thereto, recorded in Book 960, Page 669 , but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
10. Oil, Gas and Minerals Reservation recorded in Book 952, Page 44.

FATIC-217P
ALTA COMMITMENT 1982

TITLE INSURANCE COMMITMENT

FIRST AMERICAN

ISSUED BY

First American Title Insurance Company

AGREEMENT TO ISSUE POLICY

We agree to issue a policy to you according to the terms of the Commitment. When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the Commitment Date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within six months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under this Commitment is limited by the following:

The Provisions in Schedule A.
The Requirements in Schedule B-1.
The Exceptions in Schedule B-2.
The Conditions on the other side of this page.

This Commitment is not valid without SCHEDULE A and Sections 1 and 2 of SCHEDULE B.

First American Title Insurance Company

BY Gary L. Kermott PRESIDENT

ATTEST Mark R. Arnesen SECRETARY

FIRST AMERICAN TITLE INSURANCE COMPANY INCORPORATED SEPTEMBER 24, 1968 CALIFORNIA

TITLE INSURANCE COMMITMENT

Issued by

First American Title Insurance Company

AGREEMENT TO ISSUE POLICY

We agree to issue a policy to you according to the terms of the Commitment. When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the Commitment Date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within six months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under this Commitment is limited by the following:

The Provisions in Schedule A.
The Requirements in Schedule B-1.
The Exceptions in Schedule B-2.
The Conditions on Page 2.

This Commitment is not valid without SCHEDULE A and Sections 1 and 2 of SCHEDULE B.

First American Title Insurance Company

BY Gary L. Kermott PRESIDENT

ATTEST Mark R. Arnsen SECRETARY

FIRST AMERICAN TITLE INSURANCE COMPANY
INCORPORATED
SEPTEMBER 24, 1958
CALIFORNIA

CONDITIONS

1. **DEFINITIONS**
(a) "Mortgage" means mortgage, deed of trust or other security instrument. (b) "Public Records" means title records that give constructive notice of matters affecting your title according to the state statutes where your land is located.

2. **LATER DEFECTS**
The Exceptions in Schedule B - Section 2 may be amended to show any defects, liens or encumbrances that appear for the first time in the public records or are created or attach between the Commitment Date and the date on which all of the Requirements of Schedule B - Section 1 are met. We shall have no liability to you because of this amendment.

3. **EXISTING DEFECTS**
If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.

4. **LIMITATION OF OUR LIABILITY**
Our only obligation is to issue to you the Policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying on this Commitment when you acted in good faith to:

Comply with the Requirements shown in Schedule B - Section 1

or

Eliminate, with our written consent, any Exceptions shown in Schedule B - Section 2.

We shall not be liable for more than the Policy Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.

5. **CLAIMS MUST BE BASED ON THIS COMMITMENT**
Any claim, whether or not based on negligence, which you may have against us concerning the title to the land must be based on this Commitment and is subject to its terms.

FATIC 213X
ALTA Commitment (1982)

SCHEDULE A

Agent File No: **060008**

1. Commitment Date: **July 17, 2006** at 8:00 a.m.

2. Policy (or Policies) to be issued:
   (a) Owner's Policy (Identify policy type below) Policy Amount $ **226,500.00**
   ALTA Owners Policy (10-17-92)(with Florida Modifications)
   Proposed Insured: **The City of Destin, a Florida Municipality**

   (b) Loan Policy (Identify policy type below) Policy Amount $
   ALTA Loan Policy (10-17-92)(with Florida Modifications)
   Proposed Insured:

   (c) Other Policy (Identify policy type below) Policy Amount $
   Proposed Insured:

3. A Fee Simple interest in the land described in this Commitment is owned, at the Commitment Date, by:
   Rather Be Diving, LLC, a Florida Limited Liability Company

4. The land referred to in this Commitment is described as follows:

   See Attached Schedule A Continued

Okaloosa/Walton Title, Inc.

By: _____
Authorized Signatory

THIS COMMITMENT IS FURNISHED BY FIRST AMERICAN TITLE INSURANCE COMPANY OR ITS POLICY ISSUING AGENT SOLELY FOR THE ISSUANCE OF A POLICY OR POLICIES OF TITLE INSURANCE OF FIRST AMERICAN TITLE INSURANCE COMPANY. THIS COMMITMENT IS NOT AN ABSTRACT OR AN OPINION OF TITLE. LIABILITY UNDER THIS COMMITMENT IS DEFINED BY AND LIMITED TO THE TERMS AND CONDITIONS OF THIS COMMITMENT AND THE TITLE INSURANCE POLICY TO BE ISSUED. PERSONS AND ENTITIES NOT LISTED ABOVE AS PROPOSED INSUREDS ARE NOT ENTITLED TO RELY UPON THIS COMMITMENT FOR ANY PURPOSE.

FATIC 214X
ALTA Commitment (1982)

SCHEDULE B - SECTION 1
REQUIREMENTS

Agent's File No.: **060008**

The following requirements must be met:

1. Pay and/or disburse the agreed amounts for the interest in the land to be insured and/or according to the mortgage to be insured.

2. Pay us the premiums, fees and charges for the policy.

3. Pay all taxes and/or assessments, levied and assessed against the land, which are due and payable.

4. The following documents, satisfactory to us, creating the interest in the land and/or the mortgage to be insured, must be signed, delivered and recorded:

5. The Quit Claim Deed from Robert A. Glaze and Sharon M. Glaze, husband and wife to Rather Be Diving, LLC, a Florida Limited Liability Company, recorded in Book 2534, Page 4197, is defective in that the legal description was left off . Said instrument should be corrected, re-executed, re-acknowledged, and re-recorded; or a new instrument in proper form should be recorded (if from an individual, joinder of spouse or non-homestead statement). This Commitment should then be updated through the date of recording of said instrument, and the Company reserves the right to amend the commitment, including, but not limited to, the addition of further requirements and/or exceptions as it deems necesary based upon the matters disclosed by the update.

   a. Warranty Deed from Rather Be Diving, LLC, a Florida Limited Liability Company, to The City of Destin, a Florida Municipality. In connection with said deed, we will further require regarding the grantor:

      i) Production of a copy of the articles of organization operating agreement if adopted, with an affidavit affixed thereto that it is a true copy of the articles of organization operating agreement, and all amendments thereto (the "Enabling Documents"), and that the limited liability company has not been dissolved;

      ii) That said deed shall be executed by all of the members, unless the articles of organization provide that the company shall be governed by managers, then said deed shall be executed by all of the managers;

      iii) If the Enabling Documents authorize less than all of the members, or managers as the case may be, to execute a conveyance, then said deed may be executed by such members or managers as are authorized by the articles of organization and operating

Schedule A (Continued)

Agent File No.: **060008**

LOT 17, BLOCK B, SEA HILLS THIRD ADDITION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE(S) 104, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.

agreement to execute a conveyance, together with any documentary evidence which may be necessary to show the authority of the parties executing the deed to bind the limited liability company;

iv) Should any member, or manager if applicable, be other than a natural person, we will require proof of good standing as well as documentation of authority of the person to execute documents on its behalf;

v) Certificate from the Secretary of State (or other governmental agency designated for the filing of the Enabling Documents) of said limited liability company's domicile, showing the limited liability company to have been formed prior to the date of acquisition, together with proof as to the current status of said limited liability company;

vi) Documentary evidence in recordable form, showing compliance with all requirements regarding conveying company property contained in the Enabling Documents; and

vii) The Company reserves the right to amend the commitment, including but not limited to, the addition of further requirements and/or exceptions as it deems necessary based upon a review of any of the documentation required above.

6. Payment, cancellation and satisfaction of record of mortgage in the original principal amount of $108,000.00, executed by Robert A. Glaze and Sharon M. Glaze in favor of Wells Fargo Bank, N.A., recorded May 26, 2004 in Book 2534, Page 4199 .

7. Proof of payment of any Association liens and/or assessments.

8. Note: 2005 ad valorem taxes show **PAID** in the gross amount of $1,761.57 for Tax Identification No. 00-2S-22-3083-000B-0170. Assessed value is $117,493.00

9. Note: Items 1, 2, 3, 4 and 5 of Schedule B, Section 2 of the Commitment, will be deleted from any policies issued pursuant thereto upon our review and acceptance of a survey acceptable to the Company, certified in accordance with Florida Statutes, or such other proof as may be acceptable to the Company, relating to any rights, interests or claims affecting the land which a correct survey would disclose, and an Affidavit of Possession and No Liens in accordance with Florida Statutes, and the Company's review of the potential exposure for construction liens. The Company reserves the right to include exceptions from coverage relating to matters disclosed by the survey or other proof, the Affidavit, or discovered in the Company's review of the potential exposure for construction liens, and to make such additional requirements as it may deem necessary.

Note: Immediately prior to disbursement of the closing proceeds, the search of the public records must be continued from the effective date hereof. The Company reserves the right to raise such further exceptions and requirements as an examination of the information revealed by such search requires, provided, however, that such exceptions or requirements shall not relieve the Company from its liability under this Commitment arising from the matters which would be revealed by such search, to the extent that Company, or its Agent countersigning this Commitment, has disbursed said proceeds.

FATIC 216X
ALTA Commitment (1982)
(with printed mineral exception)

SCHEDULE B - SECTION 2
EXCEPTIONS

Agent's File No.: **060008**

Any policy we issue will have the following exceptions, unless they are taken care of to our satisfaction.

1. Any rights, interests or claims of parties in possession of the land not shown by the public records.

2. Any rights, interest or claims affecting the land which a correct survey would disclose and which are not shown by the public records.

3. Any lien for services, labor, or materials in connection with improvements, repairs or renovations provided before, on, or after Date of Policy, not shown by the public records.

4. Any dispute as to the boundaries caused by a change in the location of any water body within or adjacent to the land prior to Date of Policy, and any adverse claim to all or part of the land that is, at Date of Policy, or was previously under water.

5. Taxes or special assessments not shown as lien in the public records or in the records of the local tax collecting authority, at Date of Policy.

6. Any minerals or mineral rights leased, granted or retained by current or prior owners.

7. Taxes and assessments for the year **2006** and subsequent years, which are not yet due and payable.

8. Restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of SEA HILLS THIRD ADDITION, as recorded in Plat Book 5, Page(s) 104, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

9. Declaration of Covenants, Conditions and Restrictions, including any amendments or modifications thereto, recorded in Book 960, Page 669 , but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

10. Oil, Gas and Minerals Reservation recorded in Book 952, Page 44.

Agent File No.: 060008

Note: All of the recording information contained herein refers to the Public Records of Okaloosa County, Florida , unless otherwise indicated. Any reference herein to a Book and Page is a reference to the Official Record Books of said county, unless indicated to the contrary.

Notices - Where Sent

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Company, Attention: Claims Department, 1 First American Way, Santa Ana, CA 92707.

Service, Quality and Availability

First American Title Insurance Company cares about its customers and their ability to obtain information and service on a convenient, timely and accurate basis. A qualified staff of service representatives is dedicated to serving you. A toll-free number is available for your convenience in obtaining information about coverage and to provide assistance in resolving complaints at 1-800-929-7186. Office hours are from 8:30 a.m. through 5:30 p.m. Monday through Friday.

Privacy Policy

We Are Committed to Safeguarding Customer Information
In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our parent company, The First American Corporation, we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability
This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its *Fair Information Values*, a copy of which can be found on our website at www.firstam.com.

Types of Information
Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information
We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with which we or our affiliated companies have joint marketing agreements.

Former Customers
Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security
We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's *Fair Information Values*. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.


FIRST AMERICAN
1889
First American Title Insurance Company
TITLE
INSURANCE
COMMITMENT
FIRST AMERICAN TITLE INSURANCE COMPANY
INCORPORATED
SEPTEMBER 24,
1968
CALIFORNIA

OKALOOSA WALTON TITLE, INC.
770 Industrial Drive, Crestview, Florida 32539

Buyer's Closing Statement

File Number: **06-0008**

Date: **August 11, 2006**

Sellers: **Rather Be Diving, L.L.C., a Florida Limited Liability Company**

COPY

Buyers: **The City of Destin, a municipality in Okaloosa County, Florida**

Property: **Lot 17, Block B Sea Hills 3rd Addition**
217 Beach Drive, Destin, Florida 32541

Gross Amount Due from Buyer

Purchase Price	226,500.00
Settlement or Closing Fee to Okaloosa Walton Title, Inc.	200.00
Abstract or Title Search to First American Title Insurance Company	60.00
Title Examination to First American Title Insurance Company	25.00
Title Insurance to Okaloosa Walton Title, Inc.	892.50
Administrative-Courier Fee to Okaloosa Walton Title, Inc.	25.00
Deed Recording Fees	10.00
Corrective Warranty Deed Recording Fees to Clerk of the Circuit Court	10.00
Gross Amount Due from Buyer	**227,722.50**

Amounts Paid by or in Behalf of Buyer

Deposit / Earnest Money	5,000.00

Adjustments for Items Unpaid

County / Parish Taxes Jan 1, 2006 thru Aug 10, 2006	1,558.77
Total Paid by / for Buyer	**6,558.77**

Cash at Settlement from / to Buyer

Gross Amount Due from Buyer	227,722.50
Less Amount Paid by / for Buyer	6,558.77
Cash From Buyer	**221,163.73**

The City of Destin, a municipality in Okaloosa County, Florida

Gregory A. Kisela
Its City Manager

OKALOOSA WALTON TITLE, INC.
770 Industrial Drive, Crestview, Florida 32539

Seller's Closing Statement

File Number: **06-0008**

Date: **August 11, 2006**

Sellers: **Rather Be Diving, L.L.C., a Florida Limited Liability Company**

Buyers: **The City of Destin, a municipality in Okaloosa County, Florida**

Property: **Lot 17, Block B Sea Hills 3rd Addition**
217 Beach Drive, Destin, Florida 32541

COPY

Gross Amount Due to Seller

Purchase Price	226,500.00
Gross Amount Due to Seller	**226,500.00**

Reductions in Amount Due to Seller

Payoff of First Mortgage Loan No. 0043373141 good through Aug. 15, 2006	105,171.57
Commission Paid at Settlement	4,530.00
Deed Recording Fees	10.00
Deed State Tax/Stamps	1,585.50
Corrective Warranty Deed Recording Fees to Clerk of the Circuit Court	0.70
Wire Transfer Fee (Payoff) to Okaloosa Walton Title, Inc.	15.00

Adjustments for Items Unpaid

County / Parish Taxes Jan 1, 2006 thru Aug 10, 2006	1,558.77
Total Reductions in Amount Due Seller	**112,871.54**

Cash at Settlement to / from Seller

Gross Amount Due to Seller	226,500.00
Less Reductions Amount due Seller	112,871.54
Cash To Seller	**113,628.46**

Rather Be Diving, L.L.C., a Florida Limited Liability Company

Bradley S. Smith
Its Managing Member

Robert A. Glaze
Its Managing Member

OWNER'S AFFIDAVIT OF NO LIENS

STATE OF Florida
COUNTY OF Okaloosa

File Number: 06-0008

COPY

BEFORE ME, the undersigned authority, did personally appear Rather Be Diving, L.L.C., a Florida Limited Liability Company, who after first being duly sworn by me, did depose and say:

1. That I/we am/are the Owner(s) of the following described property located in Okaloosa County, Florida, to wit:

   LOT 17, BLOCK B, SEA HILLS THIRD ADDITION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE(S) 104, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.

2. Affiants has/have possession of the property, and there are no other person(s) in possession who has any right in the property.

3. No Notice of Commencement has been recorded affecting the property, there are no labor, mechanics, or materialmens liens against the property, and no materials have been furnished to or labor or services performed upon the property which has not been paid for in full.

4. There are no unrecorded easements, unpaid bills, liens or assessments, for sewers, paving or other public utilities or improvements made by any governmental authority, and that no notice has been received for any public hearing regarding future or pending assessments for improvements by any governmental instrumentality which are now unpaid against the property.

5. That there are no matters pending against the undersigned Affiant(s) that could give rise to a lien that would attach to the property between the date of closing and the recording of the interest to be insured.

6. That the Affiant(s) has/have not and will not execute any instruments that would adversely affect the interest to be insured.

7. Affiant(s) is/are the owner(s) of, and there are no claims whatsoever of any kind or description against the furniture, fixtures, equipment and other personal property located on or in the property.

8. There are no existing contracts for sale of the property, other than the contract being closed.

9. There are no loans, mortgages, or leases, recorded or unrecorded, on any of said property except:
   Wells Fargo Home Mortgage Loan in the principal sum of $108,000.00

10. That parties have not been divorced since the purchase of the property.

11. That Affiant(s) is/are non-foreign person(s) within the meaning of the Tax Reform Act of 1984 and is/are exempt from the withholding requirements of the Tax Reform Act of 1984.

12. That there are no present violations on the land of any enforceable covenants, conditions or restrictions, and that there are no private charges or assessments due and payable.

THIS AFFIDAVIT is made for the purpose of inducing First American Title Insurance Company to issue a title insurance policy on the above described property, and to disburse funds held by Okaloosa Walton Title, Inc., as

Escrow Agent.

Dated this 11th day of August, 2006

Rather Be Diving, L.L.C., a Florida Limited Liability Company

By: Bradley S. Smith
Its: Managing Member

By: Robert A. Glaze
Its: Managing Member

EIN: 57-1169884

State of Florida
County of Okaloosa

Sworn to and subscribed before me on this August 11, 2006, by Bradley S. Smith and Robert A. Glaze, as Managing Members of Rather Be Diving, L.L.C., a Florida Limited Liability Company, who have produced FLID as identification or who are personally known to me.

NOTARY PUBLIC

Print Name

MY COMMISSION EXPIRES:
(Seal)

JENNIFER A.M. HELMICH
Comm# DD0438615
Expires 12/14/2007
Bonded thru (800)432-4254
Florida Notary Assn., Inc

COMPLIANCE AND TAX PRORATION AGREEMENT

DATE: 8/11/06 RE: FILE #: 06-0008

COPY

SELLERS: Rather Be Diving, L.L.C., a Florida Limited Liability Company

BUYERS: The City of Destin, a municipality in Okaloosa County, Florida

LEGAL DESCRIPTION: Lot 17, Block B Sea Hills 3rd Addition

CLOSING AGENT: Okaloosa Walton Title, Inc.

We, the undersigned Seller(s) and Buyers(s) of the above captioned property, hereby acknowledge that the following are conditions regarding the transfer of the above captioned property:

1. That all contingencies set forth in the Contract of Sale have been complied with:

2. That the proration of taxes as shown by the closing statement on this date has been made on the basis of:
   _____ Taxes for the previous year, based on $2,552.30 assuming the same exemptions to be allowable for the current year; or
   __X__ An estimate of current year's tax, based on the latest information with regard to current millage, assessed valuation and exemption allowed, $2,552.30, estimate for the year 2006.
   _____ No tax proration has been made.

3. That it is understood by the Buyer(s) and Seller(s) with respect to tax proration, that the following shall apply:
   _____ Both parties have accepted such proration as a final determination of liability for taxes between the parties; or;
   __X__ When current year's tax bills are available, the parties will make such further adjustments as might be necessary. This adjustment will be made directly between the parties and not through Okaloosa Walton Title, Inc.

4. That all utility bills (unrecorded assessments and association dues, if applicable), including but not limited to water, sewer, gas, garbage and electric are the responsibility of the parties involved in this transaction and not that of the closing agent. All matters in regards to utility bills (unrecorded assessments and association dues will be handled outside of closing even if such matters appear on the closing statement.

5. That each party will fully cooperate to adjust for clerical errors on any or all closing documentation, if necessary.

6. Seller(s) acknowledges that the payoff statements received by Okaloosa Walton Title, Inc. from current mortgagees may be subject to said mortgagee's final audit after receipt of the payoff funds resulting in a demand by said mortgagees for additional funds. Seller(s), upon request, agree to forward said funds forthwith.

7. This shall confirm the undersigned's consent, as per Rule 4-21.010(3) of the Florida Administrative Code, to the placement of the settlement funds for the above referenced transaction into an interest bearing escrow account in the name of Okaloosa Walton Title, Inc. and to further confirm that the interest earned on such account will be the property of Okaloosa Walton Title, Inc.

SELLERS:

Rather Be Diving, L.L.C., a Florida Limited Liability Company

By: Bradley S. Smith
Its: Managing Member

By: Robert A. Glaze
Its: Managing Member

BUYER:

The City of Destin, a municipality in Okaloosa County, Florida

By: Gregory A. Kisela
Its: Managing Member

COMPLIANCE AND TAX PRORATION AGREEMENT

DATE: 8/11/06 RE: FILE #: 06-0008

SELLERS: Rather Be Diving, L.L.C., a Florida Limited Liability Company

BUYERS: The City of Destin, a municipality in Okaloosa County, Florida

LEGAL DESCRIPTION: Lot 17, Block B Sea Hills 3rd Addition

CLOSING AGENT: Okaloosa Walton Title, Inc.

COPY

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   _____ Taxes for the previous year, based on $2,552.30 assuming the same exemptions to be allowable for the current year; or
   __X__ An estimate of current year's tax, based on the latest information with regard to current millage, assessed valuation and exemption allowed, $2,552.30, estimate for the year 2006.
   _____ No tax proration has been made.

3. That it is understood by the Buyer(s) and Seller(s) with respect to tax proration, that the following shall apply:
   _____ Both parties have accepted such proration as a final determination of liability for taxes between the parties; or;
   __X__ When current year's tax bills are available, the parties will make such further adjustments as might be necessary. This adjustment will be made directly between the parties and not through Okaloosa Walton Title, Inc.

4. That all utility bills (unrecorded assessments and association dues, if applicable), including but not limited to water, sewer, gas, garbage and electric are the responsibility of the parties involved in this transaction and not that of the closing agent. All matters in regards to utility bills (unrecorded assessments and association dues will be handled outside of closing even if such matters appear on the closing statement.

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SELLERS:

Rather Be Diving, L.L.C., a Florida Limited Liability Company

By: Bradley S. Smith
Its: Managing Member

By: Robert A. Glaze
Its: Managing Member

BUYER:

The City of Destin, a municipality in Okaloosa County, Florida

By: Gregory A. Kisela
Its: Managing Member

COUNTY TAX PRORATION STATEMENT

FILE NUMBER: **06-0008**

PROPERTY: **217 Beach Drive, Destin, Florida 32541**

DATE: **August 11, 2006**

LEGAL: **Lot 17, Block B Sea Hills 3rd Addition**

COPY

It is understood between the parties hereto that the exact amount of real property taxes applicable to the subject property for the current year is unknown. The tax proration herein was therefor based upon estimated taxes in the amount of **$2,552.30**

Should actual taxes for the current year vary from estimated taxes, each party shall have the right to demand and receive from the other a reproration of taxes and reimbursement for the prorated amount of variation thereof. Each party consents to such proration and agrees to look to the other party should a reproration become necessary, and to save and hold harmless as to such proration the mortgagee, realtors and closing attorney and/or agent.

PURCHASERS
The City of Destin, a municipality in Okaloosa County, Florida

By: Gregory A. Kisela - Buyer
Its: City Manager

SELLERS
Rather Be Diving, L.L.C., a Florida Limited Liability Company

By: Bradley S. Smith - Seller
Its: Managing Member

By: Robert A. Glaze
Its: Managing Member

TAX RE-PRORATION WORKSHEET

Actual bill paid equals $ _____ divided by 365 equals $ _____, the daily tax rate.

$ _____, the daily tax rate times 222 , the number of days prorated per closing statement equals

$ _____, the actual proration.

Actual tax proration	**$_____**
LESS: Estimated tax proration	**$ 1,558.77**
Difference, actual vs. Estimated taxes	**$_____**

If difference is a positive number, Seller owes Buyer the difference.
If difference is a negative number, Buyer owes Seller the difference.

COUNTY TAX PRORATION STATEMENT

FILE NUMBER: **06-0008**

PROPERTY: **217 Beach Drive, Destin, Florida 32541**

DATE: **August 11, 2006**

LEGAL: **Lot 17, Block B Sea Hills 3rd Addition**

COPY

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Should actual taxes for the current year vary from estimated taxes, each party shall have the right to demand and receive from the other a reproration of taxes and reimbursement for the prorated amount of variation thereof. Each party consents to such proration and agrees to look to the other party should a reproration become necessary, and to save and hold harmless as to such proration the mortgagee, realtors and closing attorney and/or agent.

PURCHASERS

The City of Destin, a municipality in Okaloosa County, Florida

By: Gregory A. Kisela - Buyer
Its: City Manager

SELLERS

Rather Be Diving, L.L.C., a Florida Limited Liability Company

By: Bradley S. Smith - Seller
Its: Managing Member

By: Robert A. Glaze
Its: Managing Member

TAX RE-PRORATION WORKSHEET

Actual bill paid equals $ _____ divided by 365 equals $ _____ , the daily tax rate.

$ _____ , the daily tax rate times 222 , the number of days prorated per closing statement equals

$ _____ , the actual proration.

Actual tax proration	**$_____**
LESS: Estimated tax proration	**$ 1,558.77**
Difference, actual vs. Estimated taxes	**$_____**

If difference is a positive number, Seller owes Buyer the difference.
If difference is a negative number, Buyer owes Seller the difference.

AFFIDAVIT

STATE OF FLORIDA
COUNTY OF OKALOOSA

BEFORE ME, the undersigned notary public, personally appeared, ROBERT A. GLAZE, JR. a/k/a ROBERT A. GLAZE whose address is 2953 Pine Valley Road, Destin, Florida, 32550 and BRADLEY S. SMITH whose address is 4502 Bellbuoy Landing, Destin, Florida 32541 as Managing Members of RATHER BE DIVING, L.L.C., a Florida Limited Liability Company, who, having been first duly sworn according to law depose and say:

1. This declaration is made to the Mayor of the City of Destin, Florida for the purposes of complying with Section 286.23 of Florida Statutes (2005).

2. We are the Managing Members of RATHER BE DIVING, L.L.C., a Florida Limited Liability Company and have personal knowledge of all matters set forth in this Affidavit.

3. RATHER BE DIVING, L.L.C. is the owner of the fee simple title to certain real property (hereafter referred to as the "Property") situated in Okaloosa County, Florida more particularly described as follows:

Lot 17, Block B of Sea Hills 3rd Addition, according to the Plat thereof as recorded in Plat Book 5, Page 104, of the Public Records of Okaloosa County, Florida.
Parcel ID No. 00-2S-22-3083-000B-0170

Most commonly referred to as: 217 Beach Drive, Destin, Florida, 32541

TO THE BEST OF AFFIANTS' KNOWLEDGE AND BELIEF:

4. The names and addresses of any person or entity having a beneficial interest, no matter how small or minimal, in the above stated Property are as follows:

a. Bradley S. Smith
4502 Bellbuoy Landing
Destin FL 32541

b. Robert A. Glaze Jr
2953 Pine Valley Rd
Miramar Beach FL 32550

c. _____

d. _____

e. _____

5. There are no other persons or entities having any interest in the above stated Property and RATHER BE DIVING, L.L.C.

Dated this 29 day of June 2006.

RATHER BE DIVING, L.L.C

Witnesses

Printed Name: _____

Printed Name: _____

Printed Name: _____

Printed Name: _____

By: Robert A. Glaze, Jr. a/k/a Robert A. Glaze
Its: Managing Member

By: Bradley S. Smith
Its: Managing Member

STATE OF FLORIDA
COUNTY OF OKALOOSA

The foregoing instrument was sworn and subscribed before me this 29 day of JUNE 2006, by Robert A. Glaze, Jr. a/k/a Robert A. Glaze and Bradley S. Smith as Managing Members of Rather Be Diving, L.L.C and who are ✓ personally known to me or ____ have produced _____ as identification and who did take an oath.

[seal]

LAURA MORRISON
MY COMMISSION # DD 154567
EXPIRES: October 1, 2006
Bonded Thru Notary Public Underwriters

Notary Public:
State of Florida

L. Settlement Charges	Paid from Borrower's Funds at Settlement	Paid from Seller's Funds at Settlement
700. Total Sales / Broker's Commission: Based on Price $226,500.00 @ 2.00% = $4,530.00 Division of Commission as follows		
701. 4,530.00 to ResortQuest		
702.		
703. Commission Paid at Settlement		4,530.00
800. Items Payable in Connection with Loan:		
801. Loan Origination Fee		
802. Loan Discount		
803. Appraisal Fee		
804. Credit Report		
805. Lender's Inspection Fee		
806. Mortgage Insurance Application Fee		
807. Assumption Fee		
900. Items Required by Lender to be Paid in Advance:		
901. Interest from Aug 11, 2006 @ 0.0000 / day		
902. Mortgage Insurance Premium		
903. Hazard Insurance Premium		
904. Flood Insurance Premium		
1000. Reserves Deposited with Lender:		
1001. Hazard Insurance		
1002. Mortgage Insurance		
1003. City Property Taxes		
1004. County Property Taxes		
1005. Annual Assessments		
1100. Title Charges:		
1101. Settlement or Closing Fee to Okaloosa Walton Title, Inc.	200.00	
1102. Abstract or Title Search to First American Title Insurance Company	60.00	
1103. Title Examination to First American Title Insurance Company	25.00	
1104. Title Insurance Binder		
1105. Document Preparation		
1106. Notary Fees		
1107. Attorney Fees (includes above item numbers:		
1108. Title Insurance to Okaloosa Walton Title, Inc. (includes above item numbers:	892.50	
1109. Lender's Coverage 0.00 Risk Premium 0.00		
1110. Owner's Coverage 226,500.00 Risk Premium 892.50		
1111. Administrative-Courier Fee to Okaloosa Walton Title, Inc.	25.00	
1112.		
1200. Government Recording and Transfer Charges:		
1201. Recording Fees: Deed 10.00 Mortgage 0.00 Releases 10.00	10.00	10.00
1202. City/County tax/stamps: Deed 0.00 Mortgage 0.00		
1203. State tax/stamps: Deed 1,585.50 Mortgage 0.00		1,585.50
1204. Intangible Tax to Clerk of the Circuit Court		
1205. Corrective Warranty Deed Recording Fees to Clerk of the Circuit Court	10.00	0.70
1300. Additional Settlement Charges:		
1301. Survey and Environmenal Inspection (poc 2,450.00)		
1302. Appraisal (poc 500.00)		
1303. Wire Transfer Fee (Payoff) to Okaloosa Walton Title, Inc.		15.00
1304. Estimated Prorated 2006 Property Taxes to Okaloosa County Tax Collector (poc 1,558.77)		
1400. Total Settlement Charges (Enter on line 103, Section J and line 502, Section K)	**$1,222.50**	**$6,141.20**

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of HUD-1 Settlement Statement.

Borrower: The City of Destin, a municipality in Okaloosa County, Florida
Gregory A. Kisela, City Manager

Seller: Rather Be Diving, L.L.C.
Bradley S. Smith, Managing Member

Robert A. Glaze, Jr., Managing Member

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

Settlement Agent: _____
Jennifer Helmich

Date: August 11, 2006
File No.: 06-0008
FATCO

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine or imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

Prepared by:
J. JEROME MILLER, Esq.
Miller Ansley Stewart, P.A.
Attorneys at Law
Wildcat Plaza
415 Mountain Drive, Suite 3
Destin, FL 32541
Florida Bar No. 0128569
Phone: 850-837-3860
File No.: **8.0034**

Instr # 2535659 BK: 2868 PG: 1206 Page 1 of 1
Recorded 12/11/2008 at 08:29 AM
RECORDING: $6.00 RECORDING ARTICLE V: $4.00

DEED DOCSTAMPS: $30782.50

DEPUTY CLERK: TSADLER
DON W. HOWARD, CLERK OF COURTS, OKALOOSA COUNTY, FL

WARRANTY DEED

This indenture made on A.D. , by **John C. Gronning, a married man, as his separate non-homestead property,** whose address is: 1365 W. Highway 98, Unit 307 , Mary Esther, FL 32569 **and Carl S. Napoli, a married man, as his separate non-homestead property,** whose address is: 736 Shore Drive, Miramar Beach, FL 32550, hereinafter called the "grantor", to **The City of Destin, A Florida Municipal Corporation,** whose address is: 4200 Two Trees Road , Destin, FL 32541, hereinafter called the "grantee":

(Which terms "Grantor" and "Grantee" shall include singular or plural, corporation or individual, and either sex, and shall include heirs, legal representatives, successors and assigns of the same)

Witnesseth, that the grantor, for and in consideration of the sum of Ten Dollars, ($10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in **Okaloosa** County, **FL**, to-wit:

Commencing at the intersection of the North line of U.S. Highway 98 and the East line of Calhoun Subdivision; proceed North 00 degrees 38 minutes West 1342.05 feet, along said East line, to a concrete monument; thence continue North 00 degrees 38 minutes West 220.0 feet; thence South 83 degrees 14 minutes East 140.7 feet to the Point of Beginning of the land herein described; thence continue South 83 degrees 14 minutes East 1067.4 feet to the West side of Beach Drive; thence North 5 degrees 24 minutes 30 seconds West 208.7 feet, along Beach Drive; thence North 83 degrees 14 minutes West 1049.9 feet; thence South 0 degrees 38 minutes East 205.7 feet to the Point of Beginning.

Parcel Identification Number: **00-2S-22-0000-0009-0000**

Subject to all reservations, covenants, conditions, restrictions and easements of record and to all applicable zoning ordinances and/or restrictions imposed by governmental authorities, if any.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in any way appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31st of 2007.

In Witness Whereof, the grantor has hereunto set their hand(s) and seal(s) the day and year first above written.

John C. Gronning
John C. Gronning
1365 W. Highway 98, Unit 307
Mary Esther, FL 32569

Carl S. Napoli
Carl S. Napoli
736 Shore Drive
Miramar Beach, FL 32550

Signed, sealed and delivered in our presence:

Witness Signature

Print Name: Michael E McQuillen

Witness Signature

Print Name: **J. Jerome Miller**

State of **Florida**
County of **Okaloosa**

Sworn To, Subscribed and Acknowledged before me on **12/10/2008,** by **John C. Gronning and Carl S. Napoli** who is/are personally known to me or who has/have produced a valid driver's license as identification.

Notary Public

My Commission Expires: 6-11-2011

J. JEROME MILLER
MY COMMISSION # DD 684224
EXPIRES: June 11, 2011
Bonded Thru Notary Public Underwriters

(850)689-5000 ext 3360
(850)651-7200 ext 4360
P.O. Box 1359 Crestview, Fl. 32536

Transaction
#: **902682**
Receipt #: **1269490**
Cashier Date: **12/11/2008**
8:29:54 AM (TSADLER)

902682
Print Date:
12/11/2008 8:29:50 AM

Customer Information	Transaction Information	Payment Summary
(4207) MILLER & ANSLEY P A 415 MOUNTAIN DRIVE SUITE 3 DESTIN, FL 32541	DateReceived: 12/11/2008 Source Code: SHALIMAR OVER THE COUNTER Q Code: SHALIMAR OVER THE COUNTER Return Code: SHALIMAR OVER THE COUNTER Trans Type: Recording Agent Ref Num:	Total Fees $30792.50 Total Payments $30792.50

1 Payments

CHECK 1852 $30792.50

1 Recorded Items

(WD) WARRANTY DEED *BK/PG:* ***2868/1206*** *CFN:****2535659*** *Date:****12/11/2008*** ***8:29:53 AM*** *From: To:*

Recording @ 1st=$6 Addt'l=$4.50 ea.	1	$6.00
Deed Doc Stamps	0	$0.00
Indexing @ 1st 4 Names Free, Addt'l=$1 ea.	3	$0.00
Deed Doc Stamps @ $0.70 per $100	4397500	$30782.50
Recording Fee - Art V	1	$4.00

0 Search Items

0 Miscellaneous Items

Instr # 2536824 BK: 2369 PG:191 Page 1 of 2
Recorded 12/17/2008 at 04:58 PM,
RECORDING: $10.50 RECORDING ARTICLE V: $8.00

DEPUTY CLERK KSCHOOLCRAFT
DON W. HOWARD CLERK OF COURTS OKALOOSA COUNTY FL

This Instrument Prepared by:

J. JEROME MILLER, Esq.
Miller, Ansley, Stewart P.A.
Attorneys at Law
Wildcat Plaza
415 Mountain Drive, Suite 3
Destin, FL 32541-2349
Florida Bar No. 0128569
Phone: (850) 837-3860

FOR RECORDING PURPOSES

AFFIDAVIT OF COMPLIANCE

STATE OF FLORIDA
COUNTY OF OKALOOSA

BEFORE ME, the undersigned notary public, personally appeared Carl S. Napoli and John C. Gronning having been first duly sworn according to law depose and say:

1. Affiants have personal knowledge of all matters set forth in this Affidavit.

2. Affiants (hereafter collectively referred to as the "Owner") are owners of the fee simple title to certain real property (hereafter referred to as "Property" or "Destin Campground" or "Park") situated in Okaloosa County, Florida more particularly described as follows:

Commencing at the intersection of the North line of U.S. Highway 98 and the East line of Calhoun Subdivision; proceed North 00 degrees 38 minutes West 1342.05 feet, along said East line, to a concrete monument; thence continue North 00 degrees 38 minutes West 220.0 feet; thence South 83 degrees 14 minutes East 140.7 feet to the Point of Beginning of the land herein described; thence continue South 83 degrees 14 minutes East 1067.4 feet to the West side of Beach Drive; thence North 5 degrees 24 minutes 30 seconds West 208.7 feet, along Beach Drive; thence North 83 degrees 14 minutes West 1049.9 feet; thence South 0 degrees 38 minutes East 205.7 feet to the Point of Beginning.

TO THE BEST OF OWNERS' KNOWLEDGE AND BELIEF:

3. With reference to an offer by them for the sale of the Destin Campground, they have complied with the provisions of section 723.071(1), Florida Statutes.

4. With reference to an offer received by them for the purchase of the Destin Campground, or with reference to a counteroffer which they intend to make, or have made, for the sale of such park, they have complied with the provisions of section 723.071(2), Florida Statutes.

5. Notwithstanding their compliance, with the provisions of either subsection (1) or subsection (2) of section 723.071, Florida Statutes, no contract has been executed for the sale of such park between them and the park homeowner's association;

6. There is not a homeowner's association pursuant to Chapter 723.

7. The provisions of subsections (1) and (2) of section 723.071, Florida Statutes are inapplicable to a particular sale or transfer of such park by them, and compliance with such subsections is not required; or

8. A particular sale or transfer of such park is exempted from the provisions of this section and section 723.071, Florida Statutes.

9. This affidavit is made so that the City of Destin, which is acquiring the property known as the Destin Campground and Attorney's Title Insurance Fund, Inc. and Miller Ansley Stewart, P.A. who are preparing, furnishing, and examining any evidence of title, have the absolute right to rely on the truth and accuracy of all statements appearing in this affidavit and are under no obligation to inquire further as to any matter or fact relating to the our compliance with the provisions of section 723.071, Florida Statutes.

Dated this 10th day of December 2008.

WITNESS _____ Carl S. Napoli
Printed Name: Michael E. McQuillen

WITNESS _____
Printed Name: J. Jerome Miller

WITNESS _____ John C. Gronning
Printed Name: Michael E. McQuillen

WITNESS _____
Printed Name: J. Jerome Miller

STATE OF FLORIDA
COUNTY OF OKALOOSA

The foregoing instrument was sworn and subscribed to before me this 10th day of December 2008, by Carl S. Napoli and John C. Gronning, who are ✓ personally known to me; ~~or _____ have produced a driver's license as identification~~, and who did take an oath.

[seal]

_____
NOTARY PUBLIC

J. JEROME MILLER
MY COMMISSION # DD 684224
EXPIRES: June 11, 2011
Bonded Thru Notary Public Underwriters

OWNER'S AFFIDAVIT

STATE OF FLORIDA
COUNTY OF OKALOOSA

BEFORE ME, the undersigned notary public, personally appeared, Carl S. Napoli and John C. Gronning, having been first duly sworn according to law depose and say:

1. Affiants have personal knowledge of all matters set forth in this Affidavit.

2. Affiants (hereafter collectively referred to as the "Owners") are owners of the fee simple title to certain real property (hereafter refereed to as the "Property") situated in Okaloosa County, Florida (subject only to those matters set forth in Schedule B of the Title Insurance Commitment) more particularly described as follows:

Commencing at the intersection of the North line of U.S. Highway 98 and the East line of Calhoun Subdivision; proceed North 00 degrees 38 minutes West 1342.05 feet, along said East line, to a concrete monument; thence continue North 00 degrees 38 minutes West 220.0 feet; thence South 83 degrees 14 minutes East 140.7 feet to the Point of Beginning of the land herein described; thence continue South 83 degrees 14 minutes East 1067.4 feet to the West side of Beach Drive; thence North 5 degrees 24 minutes 30 seconds West 208.7 feet, along Beach Drive; thence North 83 degrees 14 minutes West 1049.9 feet; thence South 0 degrees 38 minutes East 205.7 feet to the Point of Beginning.

TO THE BEST OF OWNERS' KNOWLEDGE AND BELIEF:

3. Owners' title to and possession and enjoyment of the Property has been open, notorious, peaceable and undisturbed.

4. Neither the Owners' title to nor possession of the Property has ever been disputed or questioned nor are the Owners aware of any facts by reason of which the title to, or possession of, the Property or any part of it or any personal property located on it might be disputed or questioned or by reason of which any claim to the Property or any portion of it or any personal property located on it might be adversely asserted.

5. No person or entity other than the Owners claim or is presently entitled to the right to possession or is in possession of the Property and there are no tenancies, leases or other occupancies that affect the property.

6. There are no disputes concerning the location of the boundary lines of the Property.

7. There are no existing contracts for sale of the Property other than the contract being closed or any unpaid or unsatisfied mortgages, claims of lien or other matters that constitute or could constitute a lien or encumbrance against the Property or any improvements on it or no part of it or against any personal property located on it, except as set forth in Schedule B of the Title Insurance Commitment.

8. No assessments, fines or liens against the Property have been made by any governmental instrumentality, which are unpaid. The owners have fully reviewed Schedule B of the Title Insurance Commitment and hereby affirmatively state that any recorded easements shown therein are the only easements existing and affecting the Property.

9. There are no security agreements, financing statements, title retention contracts or personal property leases affecting any materials, fixtures, appliances, furnishings, equipment or other personal property placed on or installed in or on the Property or the improvements located on it.

10. There are no actions, proceedings, judgments, bankruptcies, liens, or executions recorded among the Public Records of Okaloosa County, Florida or any other county in Florida or pending against the Owner in the Courts of Okaloosa County, Florida or any other courts in the State of Florida or in the United States.

11. No improvements or repairs have been made to the property during the ninety (90) day period immediately preceding the date of this Affidavit, and there are no unpaid bills of any nature, either for labor or materials used in making improvements or repairs on the Property, or for services of architects, surveyors or engineers incurred in connection with the Property. No "Notice of Commencement" has been recorded affecting the Property, there are no unrecorded mechanics' liens against the Property and the Owners have not received notice form any materialman, laborer, or subcontractor, pursuant to the provisions of Florida Statue Chapter 713.06, as most recently amended.

12. Subsequent to November 14, 2008 (effective date on binder), the Owners have not and the Owners hereby agree and represent that the Owners will not execute any instruments, do any act whatsoever or omit to take any action that in any way would or may affect the title to the Property, including but not limited to mortgaging or conveying the Property to any interest in it or causing any liens to be recorded against the Property or the Owners.

13. No part of the Property has been either damaged, taken by or is under cloud or eminent domain proceedings or otherwise threatened with any title proceedings.

14. There are no violations of Federal, State, County or Municipal ordinances or of rules and regulations of any other governmental authority having or asserting jurisdiction with respect to the Property (or to the present or normal use or operation thereof).

15. There have been no violations of the covenants, conditions or restrictions, if any, as listed on Schedule B-II of the Title Insurance Commitment and no violations thereof will result in a forfeiture or reversion of title. Notwithstanding the same, should any forfeiture or reversion occur, Owners will indemnify and hold harmless the City of Destin for any loss or damages resulting therefrom.

16. The Owners have complied with all restrictions of record pertaining to the Property and are not in violation thereof. Specifically all current maintenance charges, recreational fees, and/or association assessments applicable to the subject premises are fully paid.

17. The Owners have knowledge of the past and present use of the Property, and to the best of the knowledge of owners, no toxic or hazardous or radioactive wastes, toxic or hazardous or radioactive chemicals, petroleum substances, asbestos, or urea formaldehyde are located on, under or anywhere proximate to the premises and that the state and/or federal environmental protection agencies have not identified any toxic waste site or other hazardous substances in the proximity of the premises nor have Owners received any notices from any governmental agency or authority with respect to storage or release of a contamination from hazardous or toxic materials onto the premises or in the proximity thereof.

18. Owners understand that Section 1445 of the Internal Revenue Code provides that as transferee (Buyer) of a U.S. real property interest must withhold tax if the transferor(Seller) is a foreign person as those terms are defined in the Internal Revenue Code. Therefore, in order to inform the Buyer that withholding of tax is not required by the disposition of U.S. real property to which this affidavit relates, Owners certify:

a. That Owners are not a nonresident alien, foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations).

b. That the Owners' taxpayer identification is: 366-32-2318 for Carl S. Napoli and 537-30-3788 for John C. Gronning.

c. That the Owners' addresses are 736 Shore Drive, Miramar Beach, FL 32550 for Carl S. Napoli and 1365 W. Highway 98, Unit 307, Mary Esther, FL 32569 for John C. Gronning.

19. Owners further state that Owners understand this affidavit may be disclosed to the Internal Revenue Service and that Owners are familiar with the nature of any oath; and with the penalties as provided by the laws of the state aforesaid for falsely swearing to the statements made in an instrument of this nature. Owners further certifies that Owners have read, or have had read to Owners, the full facts of this affidavit, and understands its content.

20. Owners represent that in compliance with the Contract for Sale and Purchase that no other parties are in occupancy of the property other than Owners.

21. Owners represent that they will indemnify and hold harmless the City of Destin from any possessory interest of any tenants of the property (Destin Campground) including attorneys fees and costs.

22. Owners represent that they have complied with the Florida Mobile Home Act (Chapter 723, Florida Statutes) with the sale of this property.

23. Owners represent that they are not in violation or under investigation by the Florida Department of Business and Professional Regulation as to their compliance with Florida Statues, Chapter 723.

24. Owners represent that there are no service contracts or any other contracts that affect the property and Owners indemnify and hold harmless the City of Destin for any claim by a service contract provider or other contract.

25. All notices to the Condominium Association to which the subject property belongs regarding any rights of first refusal or option to purchase have been made, and the time in which the Association could exercise any such rights has passed, and the Association failed to asset any such rights.

26. All of the warranties and representations set forth in the Deed and all of the other documents executed in connection with this closing are fully true, correct and complete as of the date hereof.

27. The warranties and representations contained in this Affidavit shall survive the closing.

28. This Affidavit is made and given by the Owners with full knowledge of applicable Florida Laws regarding sworn affidavits and the penalties and liabilities resulting from false statements and misrepresentations therein.

29. This Affidavit is made and delivered for the purposes of inducing Attorneys' Title Insurance Fund, Inc. to insure title to the above described real property. This Affidavit is made well knowing that J. Jerome Miller and Miller Ansley Stewart, P.A., Attorneys at Law, intend to and do in fact materially rely thereon. Accordingly, Affiants do jointly and severally agree to indemnify and hold harmless J. Jerome Miller and Miller Ansley Stewart, P.A., Attorneys at Law, of and from any and all loss, costs, damage and expense of every kind including attorneys fees, which said Title Company and Agent shall or may suffer or become liable for under the Owner Policy to be issued upon the Property, on account of reliance on the statements made herein, including but not limited to any matters that may be recorded between the effective date of the Commitment previous referred to be insured. Owners further state that Owners have read this affidavit and understand its substance and further understand that the same is signed under oath.

Dated this 10th day of December 2008.

WITNESS _____
Printed Name: Michael McQuillen

_____
Carl S. Napoli

WITNESS _____

J. Jerome Mille

Printed Name: J. Jerome Miller

WITNESS _____ _____
Printed Name: Michael E McQuillen John C. Gronning

WITNESS _____
Printed Name: J. Jerome Miller

STATE OF FLORIDA
COUNTY OF OKALOOSA

The foregoing instrument was sworn and subscribed to before me this 10 day of December 2008, by Carl S. Napoli and John C. Gronning, who are ✓ personally known to me; ~~or _____ have produced a driver's license as identification~~, and who did take an oath.

[seal]

_____
NOTARY PUBLIC

J. JEROME MILLER
MY COMMISSION # DD 684224
EXPIRES: June 11, 2011
Bonded Thru Notary Public Underwriters

STATE OF FLORIDA
COUNTY OF OKALOOSA

BILL OF SALE

THIS INSTRUMENT executed effective this 10th of December, 2008, by John G. Gronning and Carl S. Napoli, hereafter called "Sellers", to the City of Destin, a Florida municipality, hereinafter called "Buyer".

WITNESSETH:

WHEREAS, Sellers are the owner and holder of the personal property described in Exhibit "A" attached hereto and incorporated by reference; and located at 209 Beach Drive, Destin, Florida 32541.

WHEREAS, Buyer is purchasing the above described personal property, and Sellers wish to transfer title to all of the above described personal property to Buyer; now, therefore,

KNOW ALL MEN BY THESE PRESENTS that Sellers, for and in consideration of the payment of Ten Dollar ($10.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and transfer and deliver to Buyer the tangible personal property described in Exhibit "A" attached hereto and incorporated by reference.

Sellers warrant that Sellers are the lawful owner in every respect of all the herein described personal property and that it is free and clear of any and all liens, security agreements, encumbrances, claims, demands, and charges of every kind and character.

Sellers hereby bind Sellers, and the successors and assigns of Sellers, to warrant and defend the title to all herein described personal property unto Buyer, Buyer's successors and assigns, forever, against every person whomsoever lawfully claiming or attempting to claim such herein described personal property or any part thereof.

IN WITNESS WHEREOF, the parties have hereunto affixed their hands and seals this 10th day of December, 2008.

WITNESS:

Printed Name: Michael E. McQuillen

John G. Gronning

Printed Name: J. Jerome Miller

WITNESS:

Printed Name: Michael E. McQuillen

Carl S. Napoli

Printed Name: J. Jerome Miller

STATE OF FLORIDA
COUNTY OF OKALOOSA

The foregoing was acknowledged before me this 10th day of December, 2008, by John G. Gronning and Carl S. Napoli, who are personally known to me.

(SEAL)

J. JEROME MILLER
Notary Public

This instrument was prepared by
J. JEROME MILLER
Attorney at Law
415 Mountain Dr., Suite 3
Destin, Florida 32541

J. JEROME MILLER
MY COMMISSION # DD 684224
EXPIRES: June 11, 2011
Bonded Thru Notary Public Underwriters

(Phase I)

ADDENDUM TO CONTRACT FOR PURCHASE

Exchangor:	John C. Gronning
Purchaser:	City of Destin, Florida
Relinquished Property Description:	Undivided 50% interest in See Attached Exhibit "A"

John C. Gronning , (Exchangor), and **City of Destin, Florida ,** (Purchaser) herein agree that this is Phase I of a tax-deferred, like-kind exchange of real property pursuant to Section 1031 of the Internal Revenue Code as regards to the Exchangor. Exchangor and Purchaser further agree that this contract may be assigned to an Intermediary for purposes of said exchange.

Purchaser shall cooperate in effecting the 1031 Exchange at no additional expense or liability to Purchaser.

EXCHANGOR:

John C. Gronning
Dated: December 10, 2008

PURCHASER:
City of Destin, Florida

BY: _____
Name: GREGORY P. KISELA
Title: City Manager

Dated: December 10, 2008

BUYER'S COMPLIANCE AGREEMENT

STATE OF FLORIDA
COUNTY OF OKALOOSA

DATE: December 10, 2008

BUYER(S): CITY OF DESTIN, a Florida Municipal Corporation

SELLER(S) Carl S. Napoli and John C. Gronning

PROPERTY: 209 Beach Drive, Destin, Florida 32541

CLOSING AGENT: J. JEROME MILLER

FILE NO.: 8.0034

The undersigned Buyer for and in consideration of the above referenced Closing Agent this date processing the closing of the above referenced property agrees, if requested by Closing Agent, to fully cooperate and adjust for clerical errors, in any and all closing documentation, if deemed necessary or desirable in the reasonable discretion of Closing Agent.

The undersigned Buyer does hereby so agree and so covenant in order to assure that the closing documentation executed will conform and be acceptable in the market place in the instance of transfer, sale or conveyance.

In the event legal action is brought to enforce the covenants contained herein, the prevailing party in such action shall be entitled to the recovery of attorney fees and costs incurred therein.

Executed this 10th day of December, 2008.

WITNESS:

Printed Name: Michael E. McQuillen

Printed Name: J. Jerome Miller

CITY OF DESTIN

Buyer
By: Gregory A. Kisela
Its: City Manager

STATE OF FLORIDA
COUNTY OF OKALOOSA

The foregoing instrument was acknowledged before me this 10th day of December, 2008, by GREGORY A. KISELA, as City Manager of the CITY OF DESTIN.

(Notarial Seal)

J. JEROME MILLER
MY COMMISSION # DD 684224
EXPIRES: June 11, 2011
Bonded Thru Notary Public Underwriters

Notary Public-State of _____
My Commission Expires: _____
Commission Number: _____

SELLER'S COMPLIANCE AGREEMENT

STATE OF FLORIDA
COUNTY OF OKALOOSA

DATE: December 10, 2008

BUYER(S): City of Destin

SELLER(S) Carl S. Napoli and John C. Gronning

PROPERTY: 209 Beach Drive, Destin, FL 32541

CLOSING AGENT: J. JEROME MILLER

FILE NO.: 8.0034

The Seller for and in consideration of the above referenced Closing Agent this date processing the closing of the above referenced property agrees, if requested by Closing Agent, to fully cooperate and adjust for clerical errors, in any and all closing documentation, if deemed necessary or desirable in the reasonable discretion of Closing Agent.

The undersigned Seller does hereby so agree and so covenant in order to assure that the closing documentation executed will conform and be acceptable in the market place in the instance of transfer, sale or conveyance.

In the event legal action is brought to enforce the covenants contained herein, the prevailing party in such action shall be entitled to the recovery of attorney fees and costs incurred therein.

Executed this 10th day of December, 2008.

WITNESS
Printed Name: Michael E. McQuillen

Carl S. Napoli

WITNESS
Printed Name: J. Jerome Miller

John C. Gronning

STATE OF FLORIDA
COUNTY OF OKALOOSA

SWORN TO AND SUBSCRIBED before me this 10th day of December, 2008, by Carl S. Napoli and John C. Gronning, who are personally known to me or who have produced a driver's license as identification, who did take an oath.

(Notarial Seal)

J. JEROME MILLER
MY COMMISSION # DD 684224
EXPIRES: June 11, 2011
Bonded Thru Notary Public Underwriters

Notary Public-State of Florida
My Commission Expires: _____
Commission Number: _____

ASSIGNMENT, ACCEPTANCE AND NOTICE

PURCHASE AGREEMENT

THIS ASSIGNMENT, ACCEPTANCE AND NOTICE (this "Assignment") is made this December 10, 2008, between **John C. Gronning** , ("Assignor"), **American Real Estate Exchange Services, Inc.**, ("Assignee"), and **City of Destin, Florida** , ("Recipients").

RECITALS

WHEREAS, Assignor and Recipients entered into that certain real estate purchase contract (the "Purchase Agreement"), dated 7 day of January 2008, between Assignor, as Seller, and Recipient, as Purchaser, for the purchase and sale of certain property located in Okaloosa County, Florida more particularly described as:

See Attached Exhibit "A", (the "Relinquished Property");
(50% undivided interest as to John C. Gronning)

WHEREAS, Assignor and Assignee have entered into an Exchange Agreement dated December 10, 2008, (the "Exchange Agreement"), in order to effect the transfer of the Relinquished Property and acquisition of certain replacement property as part of an integrated, interdependent transaction between Assignor and Assignee which qualifies as a like-kind exchange in accordance with Section 1031 of the Internal Revenue Code of 1986, as amended;

WHEREAS, Assignor wishes to assign the Purchase Agreement to Assignee, and Assignee has agreed to accept such assignment, on the terms and conditions contained herein pursuant to the Exchange Agreement; and

WHEREAS, Recipient consents to such assignment of the Purchase Agreement on the terms and conditions herein.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Assignment.** Subject to the conditions set forth in paragraph 2 below, (a) Assignor assigns, transfers and conveys to Assignee all of Assignor's right, title and interest in and to, but not the obligations under the Purchase Agreement, including any security deposit paid in connection with the Purchase Agreement, and (b) Recipient consents to such assignment. Nothing herein shall be deemed to be a waiver or modification of the obligations of Assignor to Recipient under the Purchase Agreement.

2. **Conditions.** The assignment described above shall be subject to the following conditions:
(a) title to the Relinquished Property shall be conveyed to Recipient by deed from Assignor;
(b) Assignor and Recipient release Assignee of and from any and all claims or causes of action either of them have or may have against Assignee as a result of Assignee's accepting and assignment of the Purchase Agreement;
(c) Recipient shall pay to Assignee the net proceeds due Assignor pursuant to the Purchase Agreement, in accordance with wiring instructions to be furnished prior to closing;
(d) Compliance by Assignor of the terms and conditions stated in the Exchange Agreement; and
(e) Assignee's review and approval of Assignor's closing instructions and any of the documents related to the transaction.

3. **Notice.** This Assignment shall constitute notice to Recipient within the meaning of Section 1.1031(k)-1(g)(4)(v) of the Regulations.

4. **Recipient's Remedies.** Recipient acknowledges that Assignee has not made any warranties or representations of any kind with regard to the Relinquished Property, and Recipient is not relying on any representations or information provided by Assignee and that any warranties or representations made in the Purchase Agreement or otherwise shall be deemed to be made directly by Assignor to Recipient and all rights or remedies arising therefrom shall be enforced directly against Assignor.

5. **Miscellaneous.** Except as expressly provided in this Agreement, the terms of the Purchase Agreement shall remain in full force and effect. This Assignment shall be binding on, and inure to the benefit of, the parties hereto and their successors and assigns. This Assignment may be executed in any number of counterparts and each shall be considered an original and together they shall constitute one agreement. Facsimile signatures on this Agreement shall be deemed original signatures.

WITNESS the following signatures:

ASSIGNOR:

John C. Gronning
Dated: December 10, 2008

ASSIGNEE:
American Real Estate Exchange Services, Inc.
BY:

Brett A. McCrary, President
Dated: December 10, 2008

RECIPIENTS:
City of Destin, Florida
BY: _____
Name: GREGORY A. KISELA
Title: C.M. MANAGER
Dated: December 10, 2008

DIRECT DEEDING INSTRUCTIONS – RELINQUISHED PROPERTY

John C. Gronning , ("Taxpayer") and American Real Estate Exchange Services, Inc. ("Facilitator"), have entered into an Exchange Agreement dated December 10, 2008, ("Exchange Agreement") involving the exchange of the property located in Okaloosa, Florida, more particularly described as:

Undivided 50% interest in
See Attached Exhibit "A", (the "Relinquished Property")

Upon or shortly after acquisition of the Relinquished Property, Facilitator intends to sell the Relinquished Property to City of Destin, Florida ("Recipients").

Accordingly, in order to save duplicate recording fees, escrow costs and other like charges, Facilitator hereby instructs Taxpayer and Taxpayer hereby agrees to execute a deed to the Relinquished Property in favor of Recipient. In addition, Taxpayer agrees to execute all bills of sale and assignments of leases, security deposits, trade names and other assets comprising the Relinquished Property which are necessary to close the transaction described herein directly in favor of Recipient.

The above transfers are part of an integrated, interdependent, mutual and reciprocal plan intended to effectuate an exchange by Taxpayer of a like-kind real properties pursuant to and in accordance with the provision of the Internal Revenue Code Section 1031 and to the extent applicable, state tax statutes.

American Real Estate Exchange Services, Inc.
By: _____
BRETT A. McCRARY, Its President
Dated: December 10, 2008

TAXPAYER:
_____
John C. Gronning
Dated: December 10, 2008

BUYER

City of Destin, Florida
BY: _____
Name: GREGORY A. KISELA
Title: City MANAGER
Dated: December 10, 2008

the loss or damage shall be payable within 30 days thereafter.

13. Subrogation Upon Payment or Settlement

(a) **The Fund's Right of Subrogation.**

Whenever The Fund shall have settled and paid a claim under this policy, all right of subrogation shall vest in The Fund unaffected by any act of the insured claimant.

The Fund shall be subrogated to and be entitled to all rights and remedies which the insured claimant would have had against any person or property in respect to the claim had this policy not been issued. If requested by The Fund, the insured claimant shall transfer to The Fund all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The insured claimant shall permit The Fund to sue, compromise or settle in the name of the insured claimant and to use the name of the insured claimant in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the insured claimant, The Fund shall be subrogated to these rights and remedies in the proportion which The Fund's payment bears to the whole amount of the loss.

If loss should result from any act of the insured claimant, as stated above, that act shall not void this policy, but The Fund, in that event, shall be required to pay only that part of any losses insured against by this policy which shall exceed the amount, if any, lost to The Fund by reason of the impairment by the insured claimant of The Fund's right of subrogation.

(b) **The Fund's Rights Against Non-insured Obligors.**

The Fund's right of subrogation against non-insured obligors shall exist and shall include, without limitation, the rights of the insured to indemnities, guaranties, other policies of insurance or bonds, notwithstanding any terms or conditions contained in those instruments which provide for subrogation rights by reason of this policy.

14 Arbitration

Unless prohibited by applicable law, arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association may be demanded if agreed to by both The Fund and the insured. Arbitrable matters may include, but are not limited to, any controversy or claim between The Fund and the insured arising out of or relating to this policy, and service of The Fund in connection with its issuance or the breach of a policy provision or other obligation. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from The Fund upon request.

15. Liability Limited to this Policy; Policy Entire Contract

(a) This policy together with all endorsements, if any, attached hereto by The Fund is the entire policy and contract between the insured and The Fund. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the title to the estate or interest covered hereby or by any action asserting such claim, shall be restricted to this policy.

(c) No amendment of or endorsement to this policy can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, or Agent of The Fund.

16. Severability

In the event any provision of the policy is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision and all other provisions shall remain in full force and effect.

17. Notices, Where Sent

All notices required to be given The Fund and any statement in writing required to be furnished The Fund shall include the number of this policy and shall be addressed to The Fund at its principal office at Post Office Box 628600, Orlando, Florida 32862-8600.

OWNER'S
TITLEINSURANCE
POLICY

Attorneys'
Title Insurance Fund,
Inc.

ORLANDO, FLORIDA



For information about coverage or assistance in resolving complaints, call 407-240-3863.

Offices at
6545 Corporate Centre Boulevard
Orlando, FL 32822
(407) 240-3863 • (800) 336-3863

OWNER'S TITLE INSURANCE POLICY

Attorneys' Title Insurance Fund, Inc.

ORLANDO, FLORIDA

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, ATTORNEYS' TITLE INSURANCE FUND, INC., a Florida corporation, herein called The Fund, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land.

The Fund will also pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations.

In Witness Whereof, ATTORNEYS' TITLE INSURANCE FUND, INC. has caused this policy to be signed and sealed as of Date of Policy shown in Schedule A, the policy to become valid when countersigned by an authorized signatory.

ATTORNEYS' TITLE INSURANCE FUND, INC. CORPORATE SEAL FLORIDA

Attorneys' Title Insurance Fund, Inc.

By _____

Charles J. Kovaleski
President

SERIAL

OPM - 2815640

FUND OWNER'S POLICY

Schedule A

Policy No.: OPM-2815640
Effective Date: December 11, 2008 *at* 8:29 AM

Fund File Number 43-2008-98
Agent's File Reference: 8.0034

Amount of Insurance: $4,397,500.00

1. *Name of Insured:*

   The City of Destin, a Florida Municipal Corporation

2. ***The estate or interest in the land described herein and which is covered by this policy is a fee simple and is at the effective date hereof vested in the named insured as shown by instrument recorded in O.R. Book*** 2868, ***Page*** 1206, ***of the Public Records of*** Okaloosa ***County, Florida.***

3. ***The land referred to in this policy is described as follows:***

   Commencing at the intersection of the North line of U.S. Highway 98 and the East line of Calhoun Subdivision; proceed North 00 degrees 38 minutes West 1342.05 feet, along said East line, to a concrete monument; thence continue North 00 degrees 38 minutes West 220.0 feet; thence South 83 degrees 14 minutes East 140.7 feet to the Point of Beginning of the land herein described; thence continue South 83 degrees 14 minutes East 1067.4 feet to the West side of Beach Drive; thence North 5 degrees 24 minutes 30 seconds West 208.7 feet, along Beach Drive; thence North 83 degrees 14 minutes West 1049.9 feet; thence South 0 degrees 38 minutes East 205.7 feet to the Point of Beginning.

AGENT NO.: 752100
ISSUED BY: J. Jerome Miller

MAILING ADDRESS:

415 Mountain Drive
Suite 3
Destin, FL 32541

AGENT'S SIGNATURE J. Jerome Miller

Rev.1.0

FUND OWNER'S POLICY
Schedule B

Policy No.: OPM-2815640

Agent's File Reference: 8.0034
Fund File Number 43-2008-98

This policy does not insure against loss or damage by reason of the following exceptions:

1. Taxes for the year of the effective date of this policy and taxes or special assessments which are not shown as existing liens by the public records.

2. Rights or claims of parties in possession not shown by the public records.

3. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the premises.

4. Easements or claims of easements not shown by the public records.

5. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

6. Any adverse ownership claim by the State of Florida by right of sovereignty to any portion of the lands insured hereunder, including submerged, filled and artificially exposed lands, and lands accreted to such lands.

Items 2-6 are hereby deleted.

7. Easement contained in instrument recorded under O.R. Book 148, Page 99, Public Records of Okaloosa County, Florida.

8. Rights of tenants under unrecorded leases.



Attorneys' Title Insurance Fund, Inc.
Privacy Policy Notice

PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of Attorneys' Title Insurance Fund, Inc.

1. *INFORMATION WE COLLECT:*

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you, such as on applications or other forms.
- Information about your transactions we secure from our files, or from our affiliates or others.
- Information we may receive from a consumer reporting agency.
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

2. *INFORMATION WE DISCLOSE TO THIRD PARTIES AS PERMITTED BY LAW:*

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

3. *OUR PRACTICES REGARDING INFORMATION CONFIDENTIALITY AND SECURITY:*

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

ANCHORS ◆ SMITH ◆ GRIMSLEY
A PROFESSIONAL LIMITED COMPANY
ATTORNEYS AND COUNSELORS AT LAW
909 MAR WALT DRIVE, SUITE 1014
FORT WALTON BEACH, FL 32547-6711
(850) 863-4064 (850) 862-1138 FAX (850) 664-5728 FAX
WWW.ASGLEGAL.COM

C. LEDON ANCHORS
STEVEN B. BAUMAN*
C. JEFFREY MCINNIS
RICHARD P. PETERMANN+
TIMOTHY W. SHAW

MICHAEL A. FLOWERS**
SHIRAZ A. HOSEIN
N. GRESHAM FOSTER, L.L.M.
KYLE S. BAUMAN
MICHAEL R. GOODSON++

* FLORIDA SUPREME COURT CERTIFIED CIRCUIT AND APPELLATE MEDIATOR
\+ ALSO ADMITTED IN WYOMING & ALABAMA
** FORMER CIRCUIT JUDGE
++ FLORIDA SUPREME COURT CERTIFIED FAMILY LAW MEDIATOR

December 20, 2022

Via USPS
City of Destin, Florida
4200 Indian Bayou Trail
Destin, FL 32541
Lance A. Johnson, City Manager

RE: Anna Street & Benning Drive
Our File #: 22-0074CJM / City of Destin / George Winton

Dear Mr. Johnson:

Enclosed please find the following documents concerning the above referenced transaction:

1. Original Owners's Title Policy # 5011412-1092275e
2. Original Recorded Warranty Deed

Please put these documents away for safe keeping. It was a pleasure assisting you with this transaction. Should you have any questions, or if we can provide you with any assistance in the future, please call us.

Sincerely,

ANCHORS SMITH GRIMSLEY, PLC

Jill Bryant
Real Estate Closing Administrator for
C. Jeffrey McInnis, Esq.
Direct line: 850-362-7217
Email: jbryant@asglegal.com

Enclosures

First American	Owner's Policy of Title Insurance
Schedule A	ISSUED BY **First American Title Insurance Company** POLICY NUMBER **5011412-1092275e**

Name and Address of Title Insurance Company:
FIRST AMERICAN TITLE INSURANCE COMPANY, 1 First American Way, Santa Ana, California 92707

Customer Reference Number: 22-0074CJM
First American File Number: 1054-6104736

Address Reference: ANNA STREET AND BENNING DRIVE, DESTIN, FL 32541

Amount of Insurance: $692,000.00 Premium: $3,535.00

Date of Policy: December 08, 2022 at 11:22 a.m.

1. Name of Insured:

   The City of Destin, Florida

2. The estate or interest in the Land that is insured by this policy is:

   Fee Simple

3. Title is vested in:

   The City of Destin, Florida, a Florida municipal corporation

4. The Land referred to in this policy is described as follows:

See Exhibit "A" attached hereto and made a part hereof

Anchors Smith Grimsley, Professional, Limited Company

By: _____
Authorized Countersignature
(This Schedule A valid only when Schedule B is attached)



First American Exhibit A	ISSUED BY **First American Title Insurance Company** POLICY NUMBER **5011412-1092275e**

Agent File Number: 22-0074CJM
FAST File Number: 1054-6104736

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

Lot 2, SUMMERFELL AT OLD TOWN, according to the plat recorded in Plat Book 29, Page 43 of the Public Records of Okaloosa County, Florida formerly being a portion of property as described in Book 950, Page 594.

First American	Owner's Policy of Title Insurance ISSUED BY **First American Title Insurance Company** POLICY NUMBER **5011412-1092275e**
Schedule B	

Customer Reference Number: 22-0074CJM
First American File Number: 1054-6104736

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

1. Any rights, interests, or claims of parties in possession of the land not shown by the public records.

2. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the land.

3. Any lien, for services, labor, or materials in connection with improvements, repairs or renovations provided before, on, or after Date of Policy, not shown by the public records.

4. Any dispute as to the boundaries caused by a change in the location of any water body within or adjacent to the land prior to Date of Policy, and any adverse claim to all or part of the land that is, at Date of Policy, or was previously under water.

5. Taxes or special assessments not shown as liens in the public records or in the records of the local tax collecting authority, at Date of Policy.

6. Any minerals or mineral rights leased, granted or retained by current or prior owners.

7. Taxes and assessments for the year 2023 and subsequent years, which are not yet due and payable.

8. Restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of SUMMERFELL AT OLD TOWN, as recorded in Plat Book 29, Page(s) 43, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

9. Restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of CALHOUNS SUBDIVISION OF ADDITION TO DESTIN, as recorded in Plat Book 2, Page(s) 43-A, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

Note: All of the recording information contained herein refers to the Public Records of OKALOOSA County, Florida, unless otherwise indicated. Any reference herein to a Book and Page or Instrument Number is a reference to the Official Record Books of said county, unless indicated to the contrary.

NOTE: Exception(s) numbered 1-6 above is/are hereby deleted.

Agent File Number: 22-0074CJM
Issuing Office File Number: 1054-6104736

Note: All of the recording information contained herein refers to the Public Records of OKALOOSA County, Florida , unless otherwise indicated. Any reference herein to a Book and Page is a reference to the Official Record Books of said county, unless indicated to the contrary.

Notices - Where Sent

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Company, Attention: Claims Department, 1 First American Way, Santa Ana, CA 92707.

Service, Quality and Availability

First American Title Insurance Company cares about its customers and their ability to obtain information and service on a convenient, timely and accurate basis. A qualified staff of service representatives is dedicated to serving you. A toll-free number is available for your convenience in obtaining information about coverage and to provide assistance in resolving complaints at 1-800-929-7186. Office hours are from 8:30 a.m. through 5:30 p.m. Monday through Friday.

First American Title™	Owner's Policy of Title Insurance (with Florida modifications)
	ISSUED BY **First American Title Insurance Company**
Owner's Policy	POLICY NUMBER **5011412-1092275e**

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, **FIRST AMERICAN TITLE INSURANCE COMPANY**, a Nebraska corporation (the "Company") insures, as of Date of Policy against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
   (a) A defect in the Title caused by
      (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
      (ii) failure of any person or Entity to have authorized a transfer or conveyance;
      (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
      (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
      (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
      (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
      (vii) a defective judicial or administrative proceeding.
   (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
   (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.

(Covered Risks Continued on Page 2)

In Witness Whereof, First American Title Insurance Company has caused its corporate name to be hereunto affixed by its authorized officers as of Date of Policy shown in Schedule A.

First American Title Insurance Company

Kenneth D. DeGiorgio, President

Greg L. Smith, Secretary

For Reference:

File #: 22-0074CJM
Policy #: 5011412-1092275e

Issued By:

Anchors Smith Grimsley, Professional Limited Company
909 Mar Walt Drive, Suite 1014
Fort Walton Beach, FL 32547

(This Policy is valid only when Schedules A and B are attached)

This jacket was created electronically and constitutes an original document

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5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
   (a) the occupancy, use, or enjoyment of the Land;
   (b) the character, dimensions, or location of any improvement erected on the Land;
   (c) the subdivision of land; or
   (d) environmental protection
   if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective
   (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
   (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
      (i) to be timely, or
      (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
      (i) the occupancy, use, or enjoyment of the Land;
      (ii) the character, dimensions, or location of any improvement erected on the Land;
      (iii) the subdivision of land; or
      (iv) environmental protection;
      or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
   (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
   (a) created, suffered, assumed, or agreed to by the Insured Claimant;
   (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   (c) resulting in no loss or damage to the Insured Claimant;
   (d) attaching or created subsequent to Date of Policy; or
   (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
   (a) a fraudulent conveyance or fraudulent transfer; or
   (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

(a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.

(b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.

(c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.

(d) "Insured": The Insured named in Schedule A.

(i) The term "Insured" also includes

(A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;

(B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;

(C) successors to an Insured by its conversion to another kind of Entity;

(D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title

(1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,

(2) if the grantee wholly owns the named Insured,

(3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or

(4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.

(ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.

(e) "Insured Claimant": An Insured claiming loss or damage.

(f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.

(g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.

(h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.

(i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.

(j) "Title": The estate or interest described in Schedule A.

(k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

(a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.

(b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

(c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

(a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

(b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

(b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

(i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

(ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

(a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of

(i) the Amount of Insurance; or

(ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.

(b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,

(i) the Amount of Insurance shall be increased by 10%, and

(ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.

(c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

(a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.

(c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

(a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

(b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Unless prohibited by applicable law, arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association may be demanded if agreed to by both the Company and the Insured at the time of a controversy or claim. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, and service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made, or, at the option of the Insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the Land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

(a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim whether or not based on negligence shall be restricted to this policy.

(c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.

(d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

(a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

(b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at **First American Title Insurance Company, Attn: Claims National Intake Center, 1 First American Way, Santa Ana, California 92707. Phone: 888-632-1642**

Recording Fee: $ 18.50
Documentary Stamps: $ 4844.00

THIS INSTRUMENT PREPARED BY:
C. JEFFREY MCINNIS, Attorney at Law
ANCHORS SMITH GRIMSLEY, PLC
909 Mar Walt Drive, Suite 1014
Fort Walton Beach, Florida 32547
(850) 863-4064
File No. 22-0074CJM

E-RECORDED Instr. # 3594999
Okaloosa County, FL
O.R. Book 3654 Page 1163
Date 12/8/2022 Time 11:22 Am

STATE OF FLORIDA)
COUNTY OF OKALOOSA)

WARRANTY DEED

THIS WARRANTY DEED is made effective the 8th day of December, 2022, by **GEORGE B. Winton, a married person** whose post office address for purposes hereof is 1917 Millbrook Dr, Johnson City, TN 37604-1485, (hereinafter called "Grantor"), to **The City of Destin, Florida, a Florida municipal corporation,** whose post office address for purposes hereof is 4200 Indian Bayou Trail, Destin, FL 32541, (hereinafter called "Grantee):

WITNESSETH: That Grantor, for and in consideration of the sum of Ten and No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, and Grantees successors and assigns forever, all that certain land located in **Okaloosa County, State of Florida,** more particularly described as follows:

Lot 2, SUMMERFELL AT OLD TOWN, according to the plat recorded in Plat Book 29, Page 43, of the Public Records of Okaloosa County, Florida, formerly being a portion of the property as described in Book 950, page 594

PARCEL ID NO. 00-2S-22-5555-0000-0020

The land described herein is not the Homestead of the grantor(s), and neither the grantor(s) nor the grantor(s) spouse, nor anyone for whose support the grantor(s) is responsible, resides on or adjacent to said land.

SUBJECT to covenants, restrictions, easements, reservations and other matters of record, if any now exist, which are not hereby reimposed.

TOGETHER WITH all and singular rights, privileges, hereditaments, and appurtenances to the Real Estate belonging or in any wise incident to appertaining thereto (collectively, the "Property").

TO HAVE AND TO HOLD, the same unto the said Grantee in fee simple forever.

AND Grantor hereby covenants with Grantee that Grantor is lawfully seized of said land in fee simple; that Grantor has good right and lawful authority to sell and convey said land; that Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever, and that said land is free of all encumbrances, except as otherwise stated herein and except taxes accruing subsequent to December 31, 2022.

IN WITNESS WHEREOF, Grantor has signed and sealed these presents effective for all purposes as of the day and year first above written.

Signed, sealed and delivered in our presence:

Witness #1: _____
(Witness Sign Above Line)
Printed Name: Kevin Vines

Witness #2: _____
(Witness Sign above Line)
Printed Name: Renee Verran

_____
George B. Winton

JANE A EUSTICE
STATE OF TENNESSEE NOTARY PUBLIC
WASHINGTON COUNTY

STATE OF TENNESSEE)
COUNTY OF Washington)

The foregoing instrument was acknowledged before me by means of (✓) physical presence or ( ) online notarization this 10 day of December, 2022, by George B. Winton

____ who is personally known to me OR

✓ who has produced a drivers license as proper identification and who did not take an oath.

_____
(NOTARY SEAL)

NOTARY PUBLIC
My Commission Expires: 2/25/25

ITEM # 2025-630

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: June 16, 2025
TYPE OF AGENDA ITEM: Public Hearing
AGENDA OUTLINE NUMBER: 5.B.

TO: City Council

THRU: Larry Jones , City Manager
Kimberly Kopp, City Attorney

FROM: David Prichard, Community Development Director

DATE: June 6, 2025

SUBJECT: First Reading of Proposed Ordinances 25-04-LC – Rezone from Medium Density Residential-Village (MDR-V) to Recreation (REC)

I. BACKGROUND: The subject property consists of three (3) lots, totaling approximately 8.53 acres. The lots currently have a zoning designation of Medium Density Residential – Village (MDR-V). The property owner (the City) is proposing to construct a vehicular roadway on the property, which has already been approved by City Council, with the associated plat recorded. This roadway will serve as the final segment of the Destin Crosstown Connector, an east-west corridor. Therefore, the City is proposing to rezone the subject properties from MDR-V to Recreation (REC).

II. DISCUSSION: The subject property consists of the following three (3) parcels, totaling approximately 8.53 acres:

Address and Parcel ID Numbers of Project:

- No Physical Address (00-2S-22-1575-0000-0010)
- No Physical Address (00-2S-22-1575-0000-0020)
- Right-of-Way (00-2S-22-1575-0000-0RW0)

The lots currently have a **Zoning** designation of **Medium Density Residential – Village (MDR-V)**.

On March 3, 2025, the City Council approved the Destin Crosstown Connector Development Order (DO-25-05), which authorized the construction of an east-west vehicular roadway and the associated site infrastructure. Additionally, the Final Plat approval was provided at the regularly

scheduled April 7 City Council meeting and was subsequently recorded with Okaloosa County.

The City is now moving forward with the proposed Rezoning and associated FLUM Amendment, which would allow the necessary ROW to be created for the construction of the roadway, with the other two (2) parcels to be rezoned REC for stormwater retention purposes.

COMPREHENSIVE PLAN ANALYSIS:

Comprehensive Plan Policy 12-3.1.2 requires **Future Land Use Map Amendments** to be evaluated using the following criteria:

a. Orderly Development and Land Use Compatibility. Whether, and the extent to which, the proposal would maintain a compatible land use pattern, a smooth transition in the land use, considering the type and location of uses involved, the density, and intensity. Approval of a Comprehensive Plan amendment must be supported by evidence that the change will be consistent with Comprehensive Plan land use policies.

Staff Findings:
The proposed ***REC*** FLUM designation is described as below within the City's Comprehensive Plan –

Policy 1-2.7.2: Recreation (REC). The "REC" land use provides for publicly and privately owned property and facilities, with the intent to promote natural resource enhancement and to promote open spaces around buildings. No permanent or transient residential development is allowed within this FLUM designation. The LDC shall provide specific regulations for managing the development of lands designated "REC."

> ***1. Active recreation areas include beach parks, boat launching facilities, parks, basketball courts, tennis courts, baseball and softball fields, meeting halls and the like. The intensity of development of such sites shall be limited to 75 percent of impervious surface for the site, and be consistent with all setbacks, parking, landscaping, and open space requirements as defined within the LDC. Also, buffering to prevent intrusive noise, light, glare, vibration or other nuisance factors shall be required on all newly developed recreation sites.***
>
> ***2. Passive recreation areas include open spaces, wilderness and wetlands preserves, scenic vistas, parks, and Clement Taylor Park.***
>
> ***3. Development of all locally-owned public recreation facilities within the City shall be reviewed and approved by the City Council prior to development of such site.***

Provided that there are passive recreation areas (open space) incorporated into the civil design plans and that there will be no housing developments able to be located on and/or within any of the parcels described, Staff finds that the proposed Rezone and associated FLUM Amendment from MDR-V to REC is compatible and would result in a major decrease in the density permitted on the subject properties, while increasing connectivity and safety within the area.

Staff find that the proposed rezone to **REC** maintains a compatible land use pattern, provides a smooth transition in land use, and is consistent with Comprehensive Plan land use policies.

This criterion has been met.

b. Adequate Public Facilities. Approval of a Comprehensive Plan amendment must be supported by evidence that the amendment will not result in public facilities and services exceeding the capacity for such services and facilities existing or programmed, including transportation, utilities, drainage, recreation, education, emergency services and similar necessary facilities and services.

Staff Findings:
The proposed Rezone and associated FLUM Amendment from MDR-V to REC was reviewed by the City's Technical Review Committee (TRC), including the utility and other public service providers. There were no objections provided by any of the reviewers. Also, this roadway project includes the construction of a stormwater retention area which would increase storage capacity of the surrounding area; therefore, Staff find adequate public facilities are available to serve the project.

This criterion has been met.

c. Natural Environment. Whether, and the extent to which, the proposal would result in significantly adverse impacts on the natural environment. An amendment of the Future Land Use Map shall not violate policies within the Comprehensive Plan that protect the natural environment.

Staff Findings:
The existing MDR-V FLUM designation allows for up to 9.90 dwelling units per acre, which would equate to about 44 dwelling units able to be built on these parcels if they were to remain zoned and FLUM designated as MDR-V. By proposing this FLUM Amendment and associated Rezone, there would be no allowable residential development on these parcels, which results in a decrease in density permitted on the subject properties.

Additionally, as stated above, there is a large stormwater retention component associated with the roadway project, which will increase the quality of the surrounding natural environment. Staff have determined that the proposed amendment does not violate any policies within the Comprehensive Plan that protect the natural environment.

This criterion has been met.

d. Economic Effects. Whether, and the extent to which, the proposal would adversely impact private property rights, the general health, safety, and welfare and adversely impact the financial resources of the City.

Staff Findings:
The proposed Rezone and associated FLUM designation is consistent and compatible with the surrounding area. It does not adversely impact private property rights, the general health, safety, and welfare. Rather, this project will increase connectivity of the surrounding corridors, increase safety for motorists/pedestrians, and improve stormwater storage capacity within the area. The City has already budgeted monies for the project; therefore, the proposed Rezone and associated FLUM Amendment do not adversely impact the financial resources of the City.

This criterion has been met.

e. Public Interest Enabling Act. Whether the proposal would be in conflict with the public interest, and whether it is in harmony with the purpose and intent of the Comprehensive Plan and its enabling legislation. Amendments shall be consistent with the Comprehensive Plan and enabling legislation.

Staff Findings:
The proposed Rezone and associated FLUM Amendment are necessary to complete the Crosstown Connector roadway. As previously stated, this project will increase connectivity, motorist/pedestrian safety, and stormwater capacity. Staff find that the project is consistent and compatible with the surrounding area; therefore, the proposed amendment is in harmony with the purpose and intent of the Comprehensive Plan and its enabling legislation.

This criterion has been met.

f. Special Privileges. Whether the proposed amendment would constitute a grant of special privilege to an individual owner as contrasted with public welfare.

Staff Findings:
The proposed Rezone and associated FLUM Amendment would not constitute a grant of special privilege to an individual owner as contrasted with public welfare. Rather, it is of public benefit to the entire City, providing an alternate east-west vehicular corridor within the City along with a 10' wide sidewalk on both sides of the road.

This criterion has been met.

g. Other Matters. Other matters related to the Comprehensive Plan and conditions since adoption of the plan, which the City may deem appropriate in considering the amendment.

Staff Findings:
Staff find that the proposed Rezone and associated FLUM Amendment does not adversely impact any other matters related to the Comprehensive Plan and conditions since adoption of the plan.

This criterion has been met.

PUBLIC COMMENT:
None received to date.

A. Link to Strategic Goals / Objectives: II. Enhanced quality of life and safety for families
III. Economic development and revitalization
IV. Effective, efficient, and aesthetically pleasing infrastructure
V. Improve mobility and connectivity

B. Effect on Budget (EOB): This project has already been budgeted for by the City.

C. Level of Service (LOS): This project would likely benefit the surrounding Level of Service (LOS) by at least maintaining the Grade of a

'C'.

D. Legislative Sponsor:

E. Business Impact Statement:

III. CONCLUSION: Based on staff findings, the proposed Rezone from MDR-V to REC and the accompanying FLUM Amendment from MDR-V to REC are consistent and compatible with the surrounding area, and are in compliance with the applicable criteria for FLUM Amendments located within the City's **Comprehensive Plan Policy 12-3.1.2.**

At the regularly scheduled LPA meeting on Thursday, June 5, 2025, the LPA voted unanimously to recommend City Council approve Ordinance 25-04-LC.

IV. RECOMMENDED MOTION: I move that the City Council approve the proposed Ordinance 25-04-LC.

ALTERNATE MOTION:
I move that the City Council approve with conditions/approve with modifications/deny the proposed Ordinance 25-04-LC.

Attachments:

1. 1. 25-04-LC_Ordinance Rezone CTC
2. 2. CTC Site Plan
3. 3. CTC Preliminary Plat
4. 4. CTC Final Plat, Recorded
5. 6. Property Posting Photo
6. 7. Adjacent Property Notification Letter
7. 8. Business Impact Statement
8. 9. Property Posting Affidavit
9. 601 Sandalwood Dr_combined-2024-11-18_v1
10. 603 Sandalwood Dr_combined-2024-11-18_v1
11. 604 Sandalwood Original Owner's Policy, Warranty Deed, & Bill of Sale-2024-11-18_v1

12. 605 Sandalwood Original Recorded Warranty Deed and Owners Title Policy-2024-11-18_v1
13. 606 Sandalwood Original Recorded Warranty Deed and Owners Title Policy-2024-11-18_v1
14. 607 Sandalwood Dr_combined-2024-11-18_v1
15. 608 Sandalwood Dr_combined-2024-11-18_v1
16. 609 Sandalwood Original Owner's Policy, Warranty Deed & Bill of Sale-2024-11-18_v1
17. 611 Sandalwood Drive-2024-11-18_v1
18. 700 Legion LETTER, FEDEX, POLICY DEED & BOS TO CITY-2024-11-18_v1
19. Beach Dr - 215 Beach Drive-2024-11-18_v1
20. Beach Dr - 217 Beach Drive-2024-11-18_v1
21. Campgrounds _ 209 Beach Drive-2024-11-18_v1
22. Winton _ Letter to Buyer, Owners Policy & Deed-2024-11-18_v1

ORDINANCE NO. 25-04-LC

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA, AMENDING THE OFFICIAL ZONING MAP AS REFERENCED IN THE LAND DEVELOPMENT CODE, SECTION 7.12.01(A)2, ZONING MAPS, TO INCLUDE A CHANGE IN THE ZONING DESIGNATION OF 3 PARCELS OF REAL PROPERTY LOCATED WITHIN A PORTION OF THE AREA OF BEACH DRIVE TO BENNING DRIVE, AS MORE PARTICULARLY DESCRIBED AND DEPICTED IN EXHIBIT "A", CONSISTING OF APPROXIMATELY 8.53 ACRES, FROM MEDIUM DENSITY RESIDENTIAL- VILLAGE (MDR-V) TO RECREATION (REC); PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR JURISDICTION; PROVIDING FOR ZONING MAP AMENDMENTS; PROVIDING FOR INCORPORATION INTO THE LAND DEVELOPMENT CODE; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.
(PARCEL ID NUMBERS: 00-2S-22-1575-0000-0010, 00-2S-22-1575-0000-0020, & 00-2S-22-1575-0000-0RW0).

NOW, THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF DESTIN, OKALOOSA COUNTY, FLORIDA, AS FOLLOWS:

SECTION 1. AUTHORITY. The authority for enactment of this Ordinance is Article 1, Section 1.01(b) of the City Charter, Section 166.021, Florida Statutes and Chapter 163, Part II, Florida Statutes.

SECTION 2. FINDINGS OF FACT.

WHEREAS, the City of Destin endeavors to construct an approximate .4 mile segment of right-of-way commonly referred to as the Crosstown Connector, and associated recreational and right-of-way public uses in the area of Beach Drive to Benning Drive, which roadway segment will complete the connector route running from Commons Drive to Stahlman Avenue; and

WHEREAS, this segment of the road project constitutes the last unconnected leg of the City's Crosstown Connector, an east-west corridor intended to relieve traffic congestion on U.S. Highway 98;

WHEREAS, the 0.4-mile segment will include a median-divided roadway, bicycle lanes, sidewalks on both sides, street lighting, street furniture, and landscaping, as required by the Destin Multi-Modal Transportation District guidelines; and

WHEREAS, several properties located within the project area for this final segment of the

Crosstown Connector, all lying within the corporate limits of the City, were acquired by the City to accomplish the aforesaid public purposes, which properties are listed, legally described, and depicted in **Exhibit "A"**, (hereinafter "**Subject Properties**") attached hereto and fully incorporated herein by this reference; and

WHEREAS, to accomplish the aforesaid public purposes and utilize the Subject Properties for public right-of-way and associated public recreational uses, the City of Destin desires to amend the City's zoning map to rezone the Subject Properties from Medium Density Residential -Village (MDR-V) to Recreation (REC); and

WHEREAS, after due public notice, a public hearing was conducted on June 5, 2025, by the Local Planning Agency and its recommendations reported to the City Council; and

WHEREAS, after due public notice, a public hearing has been conducted by the City Council; and

WHEREAS, the City Council has determined that this ordinance is consistent with the adopted comprehensive plan and is in the best interests of the City and its citizens.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA, AS FOLLOWS:

SECTION 3. ZONING MAP AMENDMENT. The Official Zoning Map of the City of Destin, Florida, as referenced in the Land Development Code, section 7.12.01(A)2 "Zoning Maps", is hereby amended to include a change of zoning map designation from **Medium Density Residential - Village** (**MDR-V**) to **Recreation (REC)** for the specific area of land located within a portion of the area of Beach Drive to Benning Drive, with the following Parcel Identification Numbers: 00-2S-22-1575-0000-0010, 00-2S-22-1575-0000-0020, & 00-2S-22-1575-0000-0RW0, consisting of approximately 8.53 acres, which is depicted in Exhibit A, attached hereto and incorporated herein by this reference.

SECTION 4. INCORPORATION INTO LAND DEVELOPMENT CODE. This ordinance shall be incorporated into the City of Destin's Land Development Code and any section or paragraph number or letter and any heading may be changed or modified as necessary to effectuate the foregoing.

SECTION 5. CONFLICTING PROVISIONS. Special Acts of the Florida Legislature applicable to the incorporated area of the City of Destin, City Ordinances and City Resolutions, or parts, thereof, in conflict with the provisions of this ordinance are hereby superseded by this ordinance to the extent of such conflict.

SECTION 6. SEVERABILITY. Each separate provision of this ordinance is deemed independent of all other provisions herein so that if any portion or provision of this ordinance is declared invalid, all other provisions thereof shall remain valid and enforceable.

SECTION 7. EFFECTIVE DATE. This ordinance shall become effective upon occurrence of all three of the following: (1) its adoption by the City Council, (2) signature by the Mayor, and (3) Ordinance 25-03-PC (containing the FLUM amendment for the subject property) becoming effective. In the event that Ordinance 25-03-PC does not become effective, this Ordinance shall be null and void.

ADOPTED THIS ___ DAY OF _____ 2025.

BY: _____
Bobby Wagner, Mayor

ATTEST:

The form and legal sufficiency of the foregoing has been reviewed and approved by the City Attorney for the City of Destin, only.

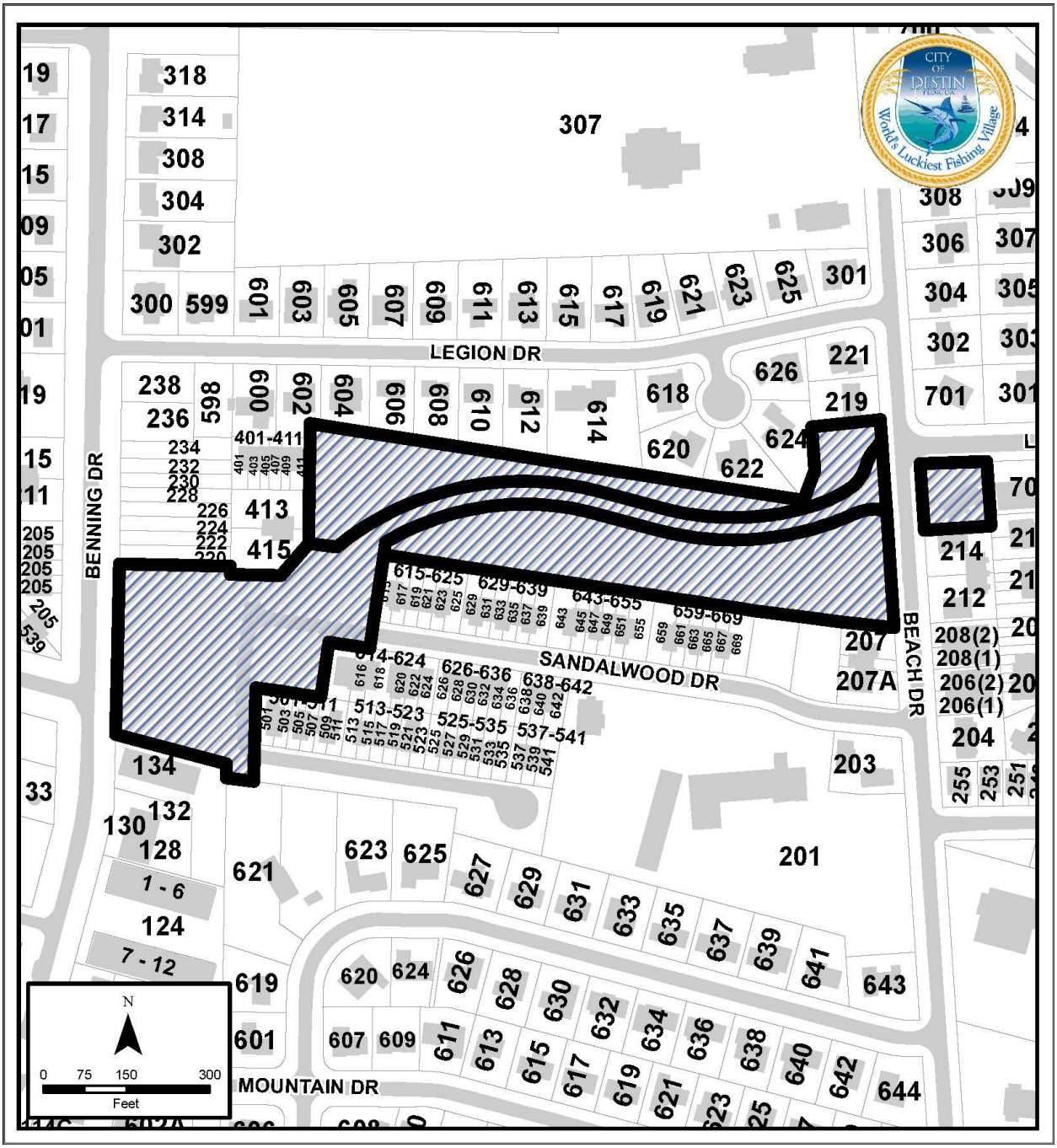
_____
Rey Bailey, City Clerk

_____
Kimberly Romano Kopp, City Attorney

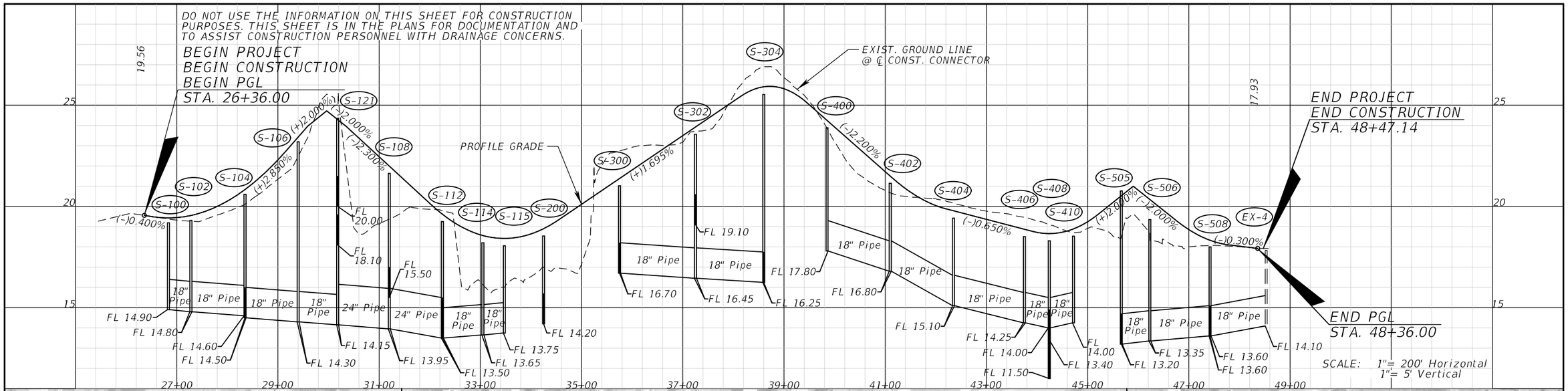
First Reading:_____
Second Reading: _____

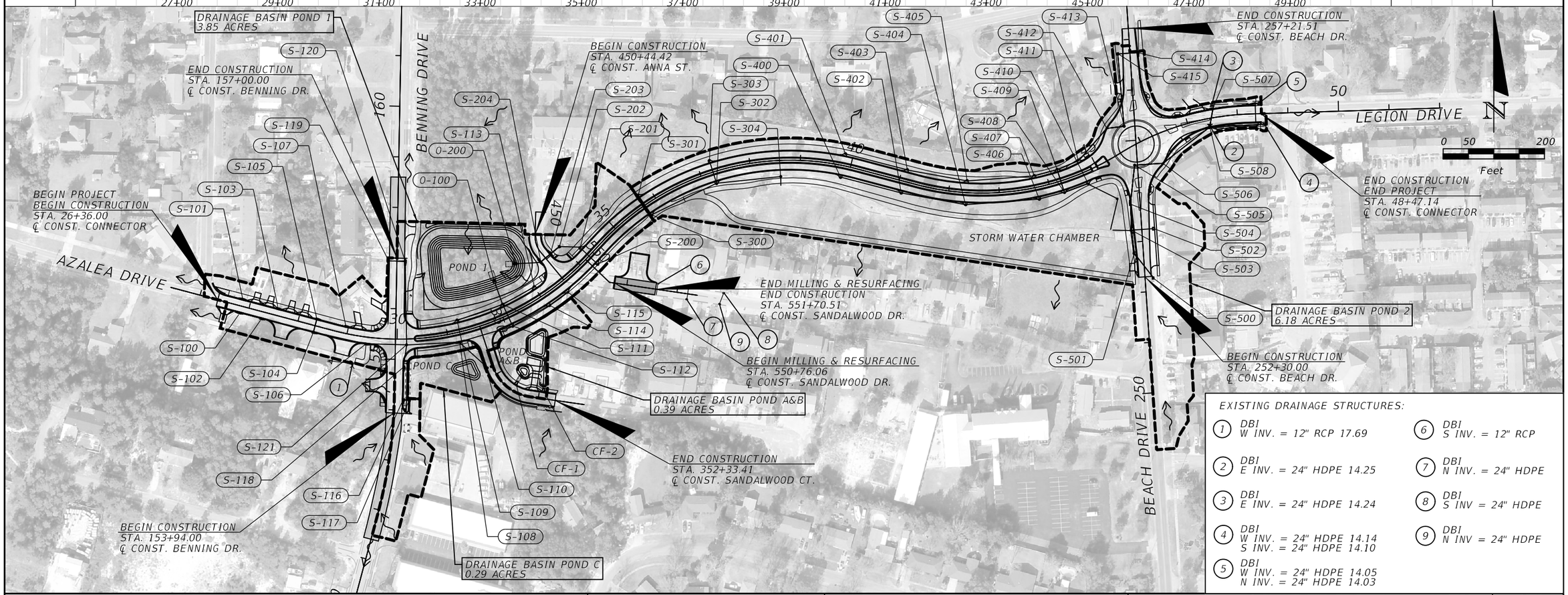
EXHIBIT A

1. No Physical Address (00-2S-22-1575-0000-0010)
2. No Physical Address (00-2S-22-1575-0000-0020)
3. Right-of-Way (00-2S-22-1575-0000-0RW0)



DO NOT USE THE INFORMATION ON THIS SHEET FOR CONSTRUCTION PURPOSES. THIS SHEET IS IN THE PLANS FOR DOCUMENTATION AND TO ASSIST CONSTRUCTION PERSONNEL WITH DRAINAGE CONCERNS.





EXISTING DRAINAGE STRUCTURES:

1. DBI
   W INV. = 12" RCP 17.69
2. DBI
   E INV. = 24" HDPE 14.25
3. DBI
   E INV. = 24" HDPE 14.24
4. DBI
   W INV. = 24" HDPE 14.14
   S INV. = 24" HDPE 14.10
5. DBI
   W INV. = 24" HDPE 14.05
   N INV. = 24" HDPE 14.03
6. DBI
   S INV. = 12" RCP
7. DBI
   N INV. = 24" HDPE
8. DBI
   S INV = 24" HDPE
9. DBI
   N INV = 24" HDPE

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

APPROVED
By Daniel Butler at 11:06 am, Mar 07, 2025

NIKKI E. ROWE, P.E.
P.E. LICENSE NUMBER 87498
ATKINS NORTH AMERICA, INC.
482 S. KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

DRAINAGE MAP

SHEET NO. 4

USER: LAZ06528 11/1/2022 6:06:02 PM c:\pw_work\atknaf101\laz06528\dms76919\DRMPRD01.dgn

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

PRELIMINARY PLAT

DESTIN CONNECTOR SUBDIVISION

PLAT BOOK _____, PAGE _____.

A SUBDIVISION IN UNSECTIONALIZED, TOWNSHIP 2 SOUTH, RANGE 22 WEST,
CITY OF DESTIN, OKALOOSA COUNTY, FLORIDA
BEING A REPLAT OF LOT 2, SUMMERFELL AT OLD TOWN, PB 29, PG 43,
LOTS 25–34, SANDALWOOD MANOR TOWNHOMES FIRST ADDITION, PB 6, PG 93,
LOTS 17 & 18, BLOCK B, SEA HILLS THIRD ADDITION, PB 5, PG 104,
AND LOT 13, SKEETER SUBDIVISION, PB 6, PG 10
JANUARY 2025

DESCRIPTION

(PER FIRST AMERICAN TITLE INSURANCE COMPANY – FILE NUMBER: 1054-6104736
DATED: DECEMBER 08, 2022):

LOT 2, SUMMERFELL AT OLD TOWN, ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 29, PAGE 43 OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA FORMERLY BEING A PORTION OF PROPERTY AS DESCRIBED IN BOOK 950, PAGE 594.

(PER WESTCOR LAND TITLE INSURANCE COMPANY – FILE NUMBER: 18-53610
DATED: SEPTEMBER 25, 2018):

ALL OF LOT 30, AND THE WEST 15.58 FEET OF THE NORTH 100.00 FEET AND THE WEST 12.00 FEET OF THE SOUTH 20.00 FEET OF LOT 29, SANDALWOOD MANOR TOWNHOMES FIRST ADDITION, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 6, PAGE(S) 93, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.

(PER WESTCOR LAND TITLE INSURANCE COMPANY – FILE NUMBER: 18-15794
DATED: MARCH 19, 2018):

THE WEST 7.79 FEET OF THE NORTH 100.00 FEET AND THE WEST 6.00 FEET OF THE SOUTH 20.00 FEET OF LOT 28 AND THE EAST 8.42 FEET OF THE NORTH 100.00 FEET AND THE EAST 12.00 FEET OF THE SOUTH 20.00 FEET OF LOT 29, SANDALWOOD MANOR TOWNHOMES FIRST ADDITION, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 6, PAGE(S) 93, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.

(PER FIRST AMERICAN TITLE INSURANCE COMPANY – FILE NUMBER: 1054-6104657
DATED: AUGUST 10, 2022):

THE EAST 16.21 FEET OF THE NORTH 100.00 FEET AND THE EAST 18.00 FEET OF THE SOUTH 20.00 FEET OF LOT 28, SANDALWOOD MANOR TOWNHOMES FIRST ADDITION, A 60 UNIT ADDITION TO SANDALWOOD MANOR TOWNHOMES, A PLANNED TOWNHOME DEVELOPMENT IN DESTIN, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 6, PAGE 93, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.

(PER WESTCOR LAND TITLE INSURANCE COMPANY – FILE NUMBER: 18-2374
DATED: SEPTEMBER 13, 2018):

THE WEST 16.21 FEET OF THE NORTH 100 FEET AND THE WEST 18.00 FEET OF THE SOUTH 20 FEET OF LOT 27, SANDALWOOD MANOR TOWN HOMES FIRST ADDITION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 6, PAGE 93, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.

(PER FIRST AMERICAN TITLE INSURANCE COMPANY – FILE NUMBER: 7223-6384823
DATED: APRIL 26, 2023):

THE WEST 8.42 FEET OF THE NORTH 100.00 FEET AND THE WEST 12.00 FEET OF THE SOUTH 20.00 FEET OF LOT 26 AND THE EAST 7.79 FEET OF THE NORTH 100.00 FEET AND THE EAST 6.00 FEET OF THE SOUTH 20.00 FEET OF LOT 27, SANDALWOOD MANOR TOWNHOMES FIRST ADDITION, AS RECORDED IN PLAT BOOK 6, PAGE 93 OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.

(PER FIRST AMERICAN TITLE INSURANCE COMPANY – FILE NUMBER: 7223-6388161
DATED: JUNE 23, 2023):

ALL OF LOT 25 AND THE EAST 15.58 FEET OF THE NORTH 100.00 FEET AND THE EAST 12.00 FEET OF THE SOUTH 20.00 FEET OF LOT 26, SANDALWOOD MANOR TOWNHOMES FIRST ADDITION, ACCORDING TO PLAT THEREOF ON FILE IN PLAT BOOK 6, PAGE 93, IN THE OFFICE OF THE CLERK OF CIRCUIT COURT, OKALOOSA COUNTY, FLORIDA.

(PER FIRST AMERICAN TITLE INSURANCE COMPANY – FILE NUMBER: 7223-6384818
DATED: APRIL 26, 2023):

LOT 31 AND WESTERLY 6 FEET OF LOT 32, SANDALWOOD MANOR TOWNHOMES FIRST ADDITION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 6, PAGE 93, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.

(PER FIRST AMERICAN TITLE INSURANCE COMPANY – FILE NUMBER: 7223-6384837
DATED: APRIL 26, 2023):

LOT 32, LESS AND EXCEPT THE WESTERLY 6.00 FEET THEREOF, SANDALWOOD MANOR TOWNHOMES FIRST ADDITION, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 6, PAGE 93, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.

(PER FIRST AMERICAN TITLE INSURANCE COMPANY – FILE NUMBER: 1054-6104694
DATED: AUGUST 10, 2022):

LOT 33, LESS AND EXCEPT THE EASTERLY 6.00 FEET THEREOF, SANDALWOOD MANOR TOWNHOMES FIRST ADDITION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 6, PAGE(S) 93, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA. A/K/A PARCEL 33-A, SANDALWOOD MANOR TOWNHOMES FIRST ADDITION.

(PER FIRST AMERICAN TITLE INSURANCE COMPANY – FILE NUMBER: 1054-6104722
DATED: AUGUST 10, 2022):

LOT 34 AND THE EASTERLY 6.00 FEET OF LOT 33, SANDALWOOD MANOR TOWNHOMES FIRST ADDITION, AS RECORDED IN PLAT BOOK 6, PAGE 93, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.

(PER FIRST AMERICAN TITLE INSURANCE COMPANY – POLICY NUMBER: FA-35-1460124
DATED: AUGUST 16, 2006):

LOT 17, BLOCK B, SEA HILLS THIRD ADDITION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE(S) 104, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.

(PER FUND OWNER'S POLICY – FILE NUMBER: 43-2006-779
DATED: JUNE 8, 2006):

LOT 18, BLOCK B, SEA HILLS, THIRD ADDITION, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE(S) 104, PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.

(PER FIRST AMERICAN TITLE INSURANCE COMPANY – FILE NUMBER: 7223-6384807
DATED: MAY 16, 2023):

LOT 13, SKEETER SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 6, PAGE 10, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.

(PER FUND OWNER'S POLICY – FILE NUMBER: 43-2008-98
DATED: DECEMBER 11, 2008):

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF U.S. HIGHWAY 98 AND THE EAST LINE OF CALHOUN SUBDIVISION; PROCEED NORTH 00 DEGREES 38 MINUTES WEST 1342.05 FEET, ALONG SAID EAST LINE, TO A CONCRETE MONUMENT; THENCE CONTINUE NORTH 00 DEGREES 38 MINUTES WEST 220.0 FEET; THENCE SOUTH 83 DEGREES 14 MINUTES EAST 140.7 FEET TO THE POINT OF BEGINNING OF THE LAND HEREIN DESCRIBED; THENCE CONTINUE SOUTH 83 DEGREES 14 MINUTES EAST 1067.4 FEET TO THE WEST SIDE OF BEACH DRIVE; THENCE NORTH 5 DEGREES 24 MINUTES 30 SECONDS WEST 208.7 FEET, ALONG BEACH DRIVE; THENCE NORTH 83 DEGREES 14 MINUTES WEST 1049.9 FEET; THENCE SOUTH 0 DEGREES 38 MINUTES EAST 205.7 FEET TO THE POINT OF BEGINNING.

AS SURVEYED:

A PORTION OF AZALEA DRIVE, ANNA STREET, SANDALWOOD DRIVE, ALL OF THAT CERTAIN PARCEL AS DESCRIBED IN OFFICIAL RECORD BOOK 2868, PAGE 1206, ALL OF LOT 2, SUMMERFELL AT OLD TOWN, PLAT BOOK 29, PAGE 43, ALL OF LOTS 25 THROUGH 34, SANDALWOOD MANOR TOWNHOMES FIRST ADDITION, PLAT BOOK 6, PAGE 93, ALL OF LOTS 17 AND 18, BLOCK B, SEA HILLS THIRD ADDITION, PLAT BOOK 5, PAGE 104 AND ALL OF LOT 13, SKEETER SUBDIVISION, PLAT BOOK 6, PAGE 10 OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF BLOCK H-8, SECOND REVISION OF CALHOUNS SUBDIVISION OF ADDITION TO TOWN OF DESTIN FLORIDA, AS RECORDED IN PLAT BOOK 2, PAGE 43-A, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA, SAID POINT ALSO BEING THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF AZALEA DRIVE (100 FOOT RIGHT OF WAY) AND THE EAST RIGHT OF WAY LINE OF BENNING DRIVE (100 FOOT RIGHT OF WAY); THENCE N01°02'22"E ALONG SAID EAST RIGHT OF WAY LINE 318.60 FEET TO THE NORTHWEST CORNER OF LOT 2, SUMMERFELL AT OLD TOWN, AS RECORDED IN PLAT BOOK 29, PAGE 43; THENCE S88°37'21"E ALONG THE NORTH LINE OF SAID LOT 2 A DISTANCE OF 200.76 FEET TO THE NORTHEAST CORNER OF SAID LOT 2; THENCE S00°51'35"W ALONG THE EAST LINE OF SAID LOT 2 A DISTANCE OF, 19.61 FEET TO THE NORTHWEST CORNER OF SANDALWOOD MANOR TOWNHOMES FIRST ADDITION, AS RECORDED IN PLAT BOOK 6, PAGE 93; THENCE S88°58'03"E ALONG THE NORTH LINE OF SAID SANDALWOOD MANOR TOWNHOMES FIRST ADDITION 89.80 FEET TO THE WESTERLY CORNER OF LOT 30 OF SAID SANDALWOOD MANOR TOWNHOMES FIRST ADDITION; THENCE N40°23'57"E ALONG THE NORTHWESTERLY LINE OF SAID LOT 30 A DISTANCE OF 75.61 FEET TO THE NORTHWESTERLY CORNER OF SAID LOT 30 AND BEING THE SOUTHWEST CORNER OF THAT CERTAIN PARCEL AS DESCRIBED IN OFFICIAL RECORD BOOK 2868, PAGE 1206 OF THE AFORESAID PUBLIC RECORDS; THENCE N01°21'57"E ALONG THE WEST LINE OF SAID PARCEL 214.33 FEET TO THE NORTHWEST CORNER OF SAID PARCEL; THENCE S81°08'32"E ALONG THE NORTH LINE OF SAID PARCEL AND THE SOUTH LINE OF BLOCK B, SEA HILLS THIRD ADDITION, AS RECORDED IN PLAT BOOK 5, PAGE 104 A DISTANCE OF 898.00 FEET TO THE SOUTHWEST CORNER OF LOT 18 OF SAID SEA HILLS THIRD ADDITION; THENCE N17°58'23"E ALONG THE WEST LINE OF SAID LOT 18 A DISTANCE OF 59.32 FEET TO THE SOUTHWEST CORNER OF LOT 17 OF SAID SEA HILLS THIRD ADDITION; THENCE N03°57'46"W ALONG THE WEST LINE OF SAID LOT 17 A DISTANCE OF 79.93 FEET TO THE NORTHWEST CORNER OF SAID LOT 17; THENCE N86°02'14"E ALONG THE NORTH LINE OF SAID LOT 17 A DISTANCE OF 125.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 17 AND BEING A POINT OF THE WEST RIGHT OF WAY LINE OF BEACH DRIVE (66 FOOT RIGHT OF WAY); THENCE S03°57'47"E ALONG SAID WEST RIGHT OF WAY LINE 17.03 FEET; THENCE S03°46'04"E ALONG SAID WEST RIGHT OF WAY LINE 359.72 FEET TO THE SOUTHEAST CORNER OF THE AFORESAID PARCEL; THENCE N81°37'57"W ALONG THE SOUTH LINE OF SAID PARCEL 929.55 FEET TO THE NORTHEAST CORNER OF LOT 25 OF THE AFORESAID SANDALWOOD MANOR TOWNHOMES FIRST ADDITION; THENCE S08°22'03"W, 170.00 FEET TO THE SOUTH RIGHT OF WAY LINE SANDALWOOD DRIVE (50 FOOT RIGHT OF WAY); THENCE N81°37'58"W ALONG SAID SOUTH RIGHT OF WAY LINE 71.64 FEET TO THE NORTHEAST CORNER OF LOT 34 OF SANDALWOOD MANOR TOWNHOMES FIRST ADDITION; THENCE S08°23'00"W ALONG THE EAST LINE OF SAID LOT 34 A DISTANCE OF 99.96 FEET TO THE SOUTHEAST CORNER OF SAID LOT 34; THENCE N81°38'01"W ALONG SAID SOUTH LINE OF LOT 34, LOT 33, LOT 32 AND LOT 31 A DISTANCE OF 117.80 FEET TO THE SOUTHWEST CORNER OF SAID LOT 31 AND THE EAST RIGHT OF WAY LINE OF ANNA STREET (RIGHT OF WAY VARIES) AND ALSO BEING A POINT OF CURVATURE OF A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 979.08 FEET AND A CHORD THAT BEARS S01°48'17"W, 25.36 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE AND EAST RIGHT OF WAY LINE 25.36 FEET; THENCE S01°01'57"W ALONG SAID EAST RIGHT OF WAY LINE 143.33 FEET TO THE SOUTH RIGHT OF WAY LINE OF SANDALWOOD COURT; THENCE N82°31'53"W ALONG SAID SOUTH RIGHT OF WAY LINE 50.32 FEET TO THE NORTHWEST CORNER OF LOT 3, SEA HILLS FIRST ADDITION, AS RECORDED IN PLAT BOOK 5, PAGE 35 AND BEING A POINT OF THE EAST LINE OF THE AFORESAID BLOCK H-8; THENCE N00°39'23"E ALONG THE EAST LINE OF SAID BLOCK H-8 A DISTANCE OF 18.40 FEET TO THE NORTHEAST CORNER OF SAID BLOCK H-8; THENCE N75°10'05"W ALONG THE NORTH LINE OF SAID BLOCK H-8 A DISTANCE OF 207.12 FEET TO THE POINT OF BEGINNING.

ALSO:

ALL OF LOT 13, SKEETER SUBDIVISION, PLAT BOOK 6, PAGE 10 OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.

SUBJECT TO AZALEA DRIVE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF BLOCK H-8, SECOND REVISION OF CALHOUNS SUBDIVISION OF ADDITION TO TOWN OF DESTIN FLORIDA, AS RECORDED IN PLAT BOOK 2, PAGE 43-A, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA, SAID POINT ALSO BEING THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF AZALEA DRIVE (100 FOOT RIGHT OF WAY) AND THE EAST RIGHT OF WAY LINE OF BENNING DRIVE (100 FOOT RIGHT OF WAY); THENCE N01°02'22"E ALONG SAID EAST RIGHT OF WAY LINE 318.60 FEET TO THE NORTHWEST CORNER OF LOT 2, SUMMERFELL AT OLD TOWN, AS RECORDED IN PLAT BOOK 29, PAGE 43; THENCE S88°37'21"E ALONG THE NORTH LINE OF SAID LOT 2 A DISTANCE OF 200.76 FEET TO THE NORTHEAST CORNER OF SAID LOT 2; THENCE S00°51'35"W ALONG THE EAST LINE OF SAID LOT 2 A DISTANCE OF, 19.61 FEET TO THE NORTHWEST CORNER OF SANDALWOOD MANOR TOWNHOMES FIRST ADDITION, AS RECORDED IN PLAT BOOK 6, PAGE 93; THENCE S88°58'03"E ALONG THE NORTH LINE OF SAID SANDALWOOD MANOR TOWNHOMES FIRST ADDITION 89.80 FEET TO THE WESTERLY CORNER OF LOT 30 OF SAID SANDALWOOD MANOR TOWNHOMES FIRST ADDITION; THENCE N40°23'57"E ALONG THE NORTHWESTERLY LINE OF SAID LOT 30 A DISTANCE OF 75.61 FEET TO THE NORTHWESTERLY CORNER OF SAID LOT 30 AND BEING THE SOUTHWEST CORNER OF THAT CERTAIN PARCEL AS DESCRIBED IN OFFICIAL RECORD BOOK 2868, PAGE 1206 OF THE AFORESAID PUBLIC RECORDS; THENCE S81°37'58"E ALONG THE NORTH LINE OF SAID LOT 30, LOT 29 AND LOT 28 A DISTANCE OF 53.28 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 530.00 FEET AND A CHORD THAT BEARS N77°55'01"E, 479.74 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, 497.84 FEET; THENCE S75°10'25"E, 122.10 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 490.00 FEET AND A CHORD THAT BEARS N88°38'05"E, 273.28 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, 276.95 FEET TO A POINT OF COMPOUND CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 248.00 FEET AND A CHORD THAT BEARS N64°41'04"E, 66.96 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, 67.16 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 75.00 FEET AND A CHORD THAT BEARS N35°45'48"E, 52.71 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, 53.86 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 67.00 FEET AND A CHORD THAT BEARS N28°10'57"E, 30.81 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, 31.09 FEET TO A POINT OF REVERSE CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 98.00 FEET AND A CHORD THAT BEARS N34°36'57"E, 23.41 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, 23.47 FEET TO THE WEST RIGHT OF WAY LINE OF BEACH DRIVE (66 FOOT RIGHT OF WAY); THENCE S03°46'04"E ALONG SAID WEST RIGHT OF WAY LINE 134.28 FEET; THENCE DEPARTING SAID WEST RIGHT OF WAY LINE TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 28.00 FEET AND A CHORD THAT BEARS N68°29'10"W, 23.63 FEET; THENCE DEPARTING SAID WEST RIGHT OF WAY LINE WESTERLY ALONG THE ARC OF SAID CURVE, 24.39 FEET TO A POINT OF COMPOUND CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 108.00 FEET AND A CHORD THAT BEARS S76°14'23"W, 38.70 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, 38.91 FEET TO A POINT OF REVERSE CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 530.00 FEET AND A CHORD THAT BEARS S85°22'22"W, 353.03 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, 359.90 FEET; THENCE N75°10'25"W, 122.10 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 490.00 FEET AND A CHORD THAT BEARS S82°13'30"W, 376.63 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, 386.58 FEET; THENCE S08°22'03"W, 193.16 FEET TO THE SOUTH RIGHT OF WAY LINE SANDALWOOD DRIVE (50 FOOT RIGHT OF WAY); THENCE N81°37'58"W ALONG SAID SOUTH RIGHT OF WAY LINE 71.64 FEET TO THE NORTHEAST CORNER OF LOT 34 OF THE AFORESAID SANDALWOOD MANOR TOWNHOMES FIRST ADDITION; THENCE S08°23'00"W ALONG THE EAST LINE OF SAID LOT 34 A DISTANCE OF 99.96 FEET TO THE SOUTHEAST CORNER OF SAID LOT 34; THENCE N81°38'01"W ALONG SAID SOUTH LINE OF LOT 34, LOT 33, LOT 32 AND LOT 31 A DISTANCE OF 117.80 FEET TO THE SOUTHWEST CORNER OF SAID LOT 31 AND THE EAST RIGHT OF WAY LINE OF ANNA STREET (RIGHT OF WAY VARIES) AND ALSO BEING A POINT OF CURVATURE OF A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 979.08 FEET AND A CHORD THAT BEARS S01°48'17"W, 25.36 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE AND EAST RIGHT OF WAY LINE 25.36 FEET; THENCE S01°01'57"W ALONG SAID EAST RIGHT OF WAY LINE 143.33 FEET TO THE SOUTH RIGHT OF WAY LINE OF SANDALWOOD COURT; THENCE N82°31'53"W ALONG SAID SOUTH RIGHT OF WAY LINE 50.32 FEET TO THE NORTHWEST CORNER OF LOT 3, SEA HILLS FIRST ADDITION, AS RECORDED IN PLAT BOOK 5, PAGE 35 AND BEING A POINT OF THE EAST LINE OF THE AFORESAID BLOCK H-8; THENCE N00°39'23"E ALONG THE EAST LINE OF SAID BLOCK H-8 A DISTANCE OF 18.40 FEET TO THE NORTHEAST CORNER OF SAID BLOCK H-8; THENCE N75°10'05"W ALONG THE NORTH LINE OF SAID BLOCK H-8 A DISTANCE OF 207.12 FEET TO THE POINT OF BEGINNING.

ALSO

ALL OF LOT 13, SKEETER SUBDIVISION, PLAT BOOK 6, PAGE 10 OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.

PREPARED BY

SOUTHEASTERN SURVEYING & MAPPING CORPORATION

SURVEYING • LAND PLANNING • GIS • UTILITIES

CERTIFICATE OF AUTHORIZATION NUMBER LB2108

1130 HIGHWAY 90, CHIPLEY, FLORIDA 32428

PHONE (850) 638-0790

VICINITY MAP

NOT TO SCALE



ACKNOWLEDGMENT TO DEDICATION
STATE OF FLORIDA/COUNTY OF OKALOOSA

THIS IS TO CERTIFY THAT BEFORE ME, AN OFFICER DULY AUTHORIZED AND ACTING, PERSONALLY APPEARED _____, WHO IS PERSONALLY KNOWN TO ME TO BE THE INDIVIDUAL DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT OF THE DEDICATION OR WHO HAS PRODUCED _____ AS IDENTIFICATION, AS _____, AND WHO ACKNOWLEDGED TO AND BEFORE ME THAT SAID INSTRUMENT IS THE FREE ACT AND DEED OF _____.

GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____, 2024.

_____
NOTARY PUBLIC STATE OF _____
MY COMMISSION EXPIRES: _____

JOINDER AND CONSENT TO DEDICATION

_____ THE HOLDER OF A MORTGAGE ON THE HEREON DESCRIBED PROPERTY, DOES HEREBY CONSENT TO AND JOIN IN THE DEDICATION AND PLATTING AS SET FORTH HEREON.

_____
NAME: _____, ITS: _____
_____ BANK

ACKNOWLEDGMENT TO JOINDER AND CONSENT
STATE OF FLORIDA/COUNTY OF OKALOOSA

THIS IS TO CERTIFY THAT BEFORE ME, AN OFFICER DULY AUTHORIZED AND ACTING, PERSONALLY APPEARED _____ WHO IS PERSONALLY KNOWN TO ME TO BE THE INDIVIDUAL DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT OF THE DEDICATION OR WHO HAS PRODUCED _____ AS IDENTIFICATION, _____ BANK, AND WHO ACKNOWLEDGED TO AND BEFORE ME THAT SAID INSTRUMENT IS THE FREE ACT AND DEED OF _____ BANK.

GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____, 2024.

_____
NOTARY PUBLIC STATE OF _____
MY COMMISSION EXPIRES: _____

CITY OF DESTIN APPROVAL

THIS CERTIFIES THAT THIS PLAT WAS PRESENTED TO THE CITY OF DESTIN, FLORIDA, AND WAS APPROVED FOR THE RECORD ON THIS DAY OF _____, 2024.

BY: _____ BY: _____
CITY MAYOR CITY MANAGER

BY: _____
CITY CLERK

NOTICE

THE 26 FOOT EASEMENT SHOWN HEREON IS A DEDICATED TO DESTIN WATER USERS AS A NON-EXCLUSIVE EASEMENT. DESTIN WATER USERS IS GRANTED THE RIGHT TO CONSTRUCT, OPERATE, AND MAINTAIN WATER, WASTEWATER AND RECLAIMED WATER MAINS WITHIN THIS EASEMENT AT THEIR COST. DESTIN WATER USERS SHOULD PROVIDE NOTICE TO AND COORDINATE WITH THE CITY OF ANY WORK BEING PERFORMED WITHIN THIS EASEMENT IN A TIMELY MANNER.

NOTICE

THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THIS PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT CITY OF DESTIN, AS OWNER IN FEE SIMPLE OF THE LANDS AS DESCRIBED HEREIN, HAS CAUSED THE LANDS TO BE SURVEYED AND SUBDIVIDED AS DESTIN CONNECTOR SUBDIVISION, HEREBY DEDICATES TO THE CITY OF DESTIN IN OKALOOSA COUNTY, FLORIDA FOR PUBLIC USE ALL ROADS, STREETS AND OTHER RIGHTS OF WAY AND ALL EASEMENTS FOR UTILITIES, DRAINAGE AND OTHER PURPOSES AS SHOWN AND DEPICTED HEREON WHICH ARE TO BE MAINTAINED BY THE CITY OF DESTIN IN OKALOOSA COUNTY, FLORIDA. RESERVING, HOWEVER, THE REVERSION OR REVISIONS THEREOF SHOULD THE SAME BE RENOUNCED, DISCLAIMED OR THE USE THEREOF DISCONTINUED AS PRESCRIBED BY LAW OR ACTION OF THE OFFICIALS HAVING CHARGE OR JURISDICTION THEREOF.

_____ _____
BY: CITY OF DESTIN WITNESS

_____ _____
DATE SIGNED: WITNESS

COMMUNITY DEVELOPMENT DEPARTMENT APPROVAL

PRESENTED TO AND APPROVED BY THE COMMUNITY DEVELOPMENT DIRECTOR OF THE CITY OF DESTIN, FLORIDA
THIS _____ DAY OF _____, 2024.

BY: _____
LOUIS ZUNGUZE
COMMUNITY DEVELOPMENT DIRECTOR

PUBLIC SERVICES DEPARTMENT APPROVAL

PRESENTED TO AND APPROVED BY THE PUBLIC WORKS DEPARTMENT DIRECTOR OF THE CITY OF DESTIN, FLORIDA
THIS _____ DAY OF _____, 2024.

BY: _____
MICHAEL G. BURGESS MS, PH, CSM, CFM
PUBLIC WORKS DEPARTMENT DIRECTOR

CITY SURVEYOR'S CERTIFICATE

THIS IS TO CERTIFY THAT THIS PLAT WAS REVIEW BY THE CITY SURVEYOR OF DESTIN, FLORIDA, AND MEETS THE REQUIREMENTS OF CHAPTER 177.011-177.151 OF THE FLORIDA STATUTES AND WAS APPROVED ON THIS _____ DAY OF _____, 2024.

BY: _____
ERIC B. STUART PROFESSIONAL SURVEYOR & MAPPER NO. 6707
CITY OF DESTIN SURVEYOR

TAX COLLECTOR'S STATEMENT

I, BEN ANDERSON, DO HEREBY CERTIFY THAT TAXES HAVE BEEN PAID THROUGH TAX YEAR _____ FOR THE PROPERTY DESCRIBED HEREON TO THE BEST OF MY KNOWLEDGE AS THE ____ DAY OF _____, 2024.

BY: _____
BEN ANDERSON, TAX COLLECTOR
OKALOOSA COUNTY, FLORIDA

COUNTY CLERK OF CERTIFICATE OF RECORDING

I, J.D. PEACOCK II, CLERK OF THE CIRCUIT COURT OF OKALOOSA COUNTY, FLORIDA, DO HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR PERMANENT RECORD ON THE _____ DAY OF _____, 2024 IN PLAT BOOK NO. _____, PAGE(S) NO. _____, IN THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.

BY: _____
J.D. PEACOCK II
CLERK OF CIRCUIT COURT
OKALOOSA COUNTY, FLORIDA

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THIS PLAT, "DESTIN CONNECTOR SUBDIVISION" IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS SURVEYED, THAT THIS PLAT WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION, AND THAT THE SURVEY DATA AND THIS PLAT COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AND THAT PERMANENT REFERENCE MONUMENTS AND PERMANENT CONTROL POINTS HAVE BEEN SET.

BY: _____
THOMAS K. MEAD
REGISTERED LAND SURVEYOR
FLORIDA LICENSE NUMBER 5624

59123002

SURVEYOR'S NOTES

BEARINGS SHOWN HEREON ARE GRID AND ARE BASED ON THE DEPARTMENT OF TRANSPORTATION'S "FLORIDA PERMANENT REFERENCE NETWORK" GNSS CONTINUOUSLY OPERATING REFERENCE STATION "DSTN & CRST", THE RELATIVE BEARING IS N01°02'22"E ALONG THE EAST RIGHT OF WAY LINE OF BENNING DRIVE. BEARINGS AND DISTANCES SHOWN HEREON ARE MEASURED UNLESS OTHERWISE NOTED.

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DESTIN CONNECTOR SUBDIVISION

SHEET 1 OF 2 SHEETS

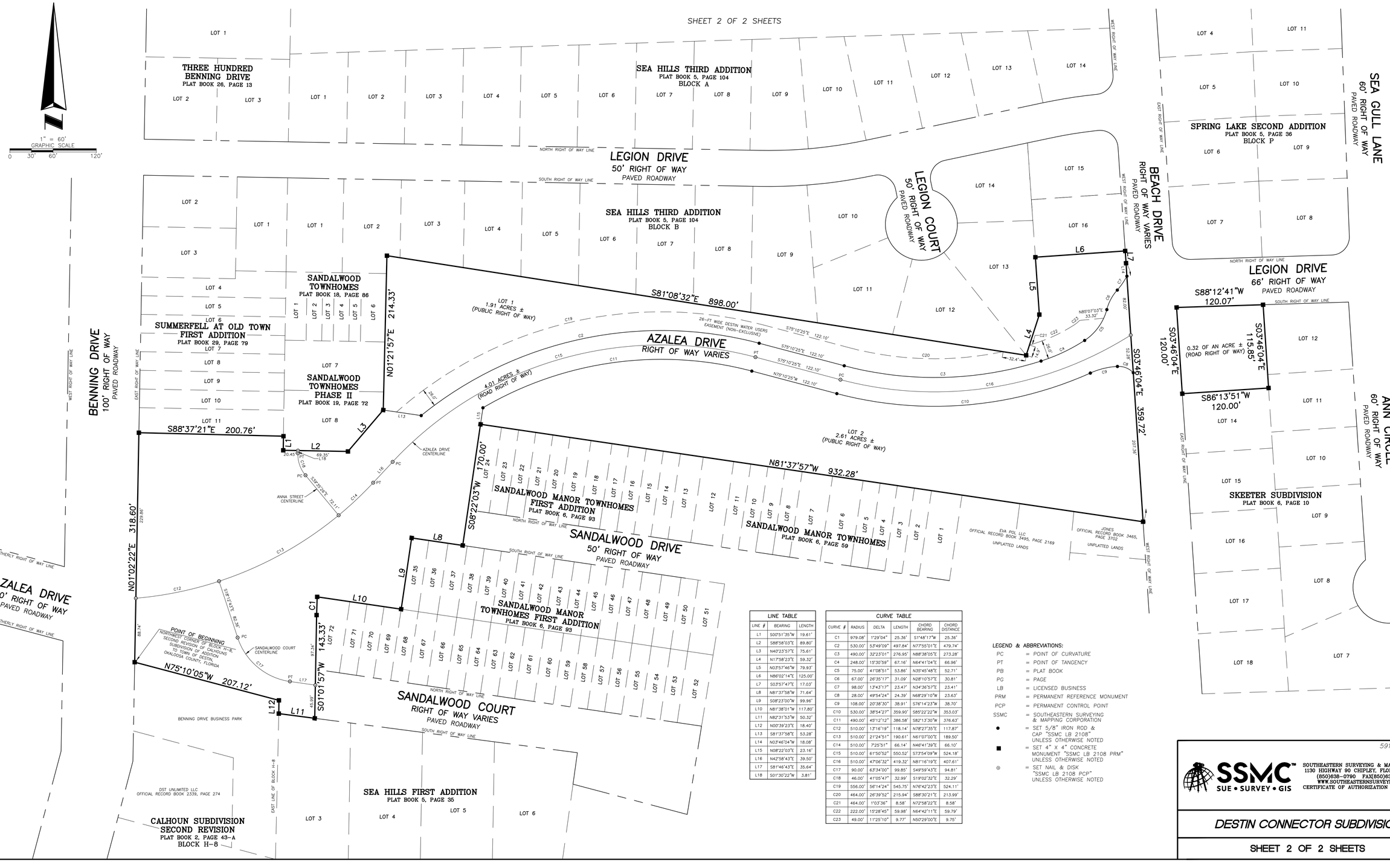
PRELIMINARY PLAT

PREPARED BY
SOUTHEASTERN SURVEYING & MAPPING CORPORATION
SURVEYING • LAND PLANNING • GIS • UTILITIES
CERTIFICATE OF AUTHORIZATION NUMBER LB2108
1130 US HIGHWAY 90, CHIPLEY, FLORIDA 32428
PHONE (850) 638-0790 FAX (850) 638-8069
MAY 2024

PLAT BOOK _____, PAGE _____.

DESTIN CONNECTOR SUBDIVISION

A SUBDIVISION IN UNSECTIONALIZED, TOWNSHIP 2 SOUTH, RANGE 22 WEST,
CITY OF DESTIN, OKALOOSA COUNTY, FLORIDA
BEING A REPLAT OF LOT 2, SUMMERFELL AT OLD TOWN, PB 29, PG 43,
LOTS 25–34, SANDALWOOD MANOR TOWNHOMES FIRST ADDITION, PB 6, PG 93,
LOTS 17 & 18, BLOCK B, SEA HILLS THIRD ADDITION, PB 5, PG 104,
AND LOT 13, SKEETER SUBDIVISION, PB 6, PG 10
JANUARY 2025



LINE TABLE		
LINE #	BEARING	LENGTH
L1	S00°51'35"W	19.61'
L2	S88°58'03"E	89.80'
L3	N40°23'57"E	75.61'
L4	N17°58'23"E	59.32'
L5	N03°57'46"W	79.93'
L6	N86°02'14"E	125.00'
L7	S03°57'47"E	17.03'
L8	N81°37'58"W	71.64'
L9	S08°23'00"W	99.96'
L10	N81°38'01"W	117.80'
L11	N82°31'53"W	50.32'
L12	N00°39'23"E	18.40'
L13	S81°37'58"E	53.28'
L14	N03°46'04"W	18.08'
L15	N08°22'03"E	23.16'
L16	N42°58'43"E	39.50'
L17	S81°46'43"E	35.64'
L18	S01°30'22"W	3.81'

CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD DISTANCE
C1	979.08'	1°29'04"	25.36'	S1°48'17"W	25.36'
C2	530.00'	53°49'09"	497.84'	N77°55'01"E	479.74'
C3	490.00'	32°23'01"	276.95'	N88°38'05"E	273.28'
C4	248.00'	15°30'59"	67.16'	N64°41'04"E	66.96'
C5	75.00'	41°08'51"	53.86'	N35°45'48"E	52.71'
C6	67.00'	26°35'17"	31.09'	N28°10'57"E	30.81'
C7	98.00'	13°43'17"	23.47'	N34°36'57"E	23.41'
C8	28.00'	49°54'24"	24.39'	N68°29'10"W	23.63'
C9	108.00'	20°38'30"	38.91'	S76°14'23"W	38.70'
C10	530.00'	38°54'27"	359.90'	S85°22'22"W	353.03'
C11	490.00'	45°12'12"	386.58'	S82°13'30"W	376.63'
C12	510.00'	13°16'19"	118.14'	N78°27'35"E	117.87'
C13	510.00'	21°24'51"	190.61'	N61°07'00"E	189.50'
C14	510.00'	7°25'51"	66.14'	N46°41'39"E	66.10'
C15	510.00'	61°50'52"	550.52'	S73°54'09"W	524.18'
C16	510.00'	47°06'32"	419.32'	N81°16'19"E	407.61'
C17	90.00'	63°34'00"	99.85'	S49°59'43"E	94.81'
C18	46.00'	41°05'47"	32.99'	S19°02'32"E	32.29'
C19	556.00'	56°14'24"	545.75'	N76°42'23"E	524.11'
C20	464.00'	26°39'52"	215.94'	S88°30'21"E	213.99'
C21	464.00'	1°03'36"	8.58'	N72°58'22"E	8.58'
C22	222.00'	15°28'45"	59.98'	N64°42'11"E	59.79'
C23	49.00'	11°25'10"	9.77'	N50°29'00"E	9.75'

LEGEND & ABBREVIATIONS:

PC	= POINT OF CURVATURE
PT	= POINT OF TANGENCY
PB	= PLAT BOOK
PG	= PAGE
LB	= LICENSED BUSINESS
PRM	= PERMANENT REFERENCE MONUMENT
PCP	= PERMANENT CONTROL POINT
SSMC	= SOUTHEASTERN SURVEYING & MAPPING CORPORATION
●	= SET 5/8" IRON ROD & CAP "SSMC LB 2108" UNLESS OTHERWISE NOTED
■	= SET 4" X 4" CONCRETE MONUMENT "SSMC LB 2108 PRM" UNLESS OTHERWISE NOTED
⊙	= SET NAIL & DISK "SSMC LB 2108 PCP" UNLESS OTHERWISE NOTED

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DESTIN CONNECTOR SUBDIVISION

SHEET 2 OF 2 SHEETS

File # 3746313, BK: PB 32, PG 8
Recorded 04/21/2025 at 10:41 AM
Fees: $25.00
Brad E Embry, Clerk of Circuit Court & Comptroller
Okaloosa County, FL

DESTIN CONNECTOR SUBDIVISION

A SUBDIVISION IN UNSECTIONALIZED, TOWNSHIP 2 SOUTH, RANGE 22 WEST,
CITY OF DESTIN, OKALOOSA COUNTY, FLORIDA
BEING A REPLAT OF LOT 2, SUMMERFELL AT OLD TOWN, PB 29, PG 43,
LOTS 25–34, SANDALWOOD MANOR TOWNHOMES FIRST ADDITION, PB 6, PG 93,
LOTS 17 & 18, BLOCK B, SEA HILLS THIRD ADDITION, PB 5, PG 104,
AND LOT 13, SKEETER SUBDIVISION, PB 6, PG 10
FEBRUARY 2025

PREPARED BY
SOUTHEASTERN SURVEYING & MAPPING CORPORATION
SURVEYING • LAND PLANNING • GIS • UTILITIES
CERTIFICATE OF AUTHORIZATION NUMBER LB2108
1130 HIGHWAY 90, CHIPLEY, FLORIDA 32428
PHONE (850) 638-0790

DESCRIPTION

(PER FIRST AMERICAN TITLE INSURANCE COMPANY – FILE NUMBER: 1054-6104736 DATED: DECEMBER 08, 2022):

LOT 2, SUMMERFELL AT OLD TOWN, ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 29, PAGE 43 OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA FORMERLY BEING A PORTION OF PROPERTY AS DESCRIBED IN BOOK 950, PAGE 594.

(PER WESTCOR LAND TITLE INSURANCE COMPANY – FILE NUMBER: 18-53610 DATED: SEPTEMBER 25, 2018):

ALL OF LOT 30, AND THE WEST 15.58 FEET OF THE NORTH 100.00 FEET AND THE WEST 12.00 FEET OF THE SOUTH 20.00 FEET OF LOT 29, SANDALWOOD MANOR TOWNHOMES FIRST ADDITION, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 6, PAGE(S) 93, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.

(PER WESTCOR LAND TITLE INSURANCE COMPANY – FILE NUMBER: 18-15794 DATED: MARCH 19, 2018):

THE WEST 7.79 FEET OF THE NORTH 100.00 FEET AND THE WEST 6.00 FEET OF THE SOUTH 20.00 FEET OF LOT 28 AND THE EAST 8.42 FEET OF THE NORTH 100.00 FEET AND THE EAST 12.00 FEET OF THE SOUTH 20.00 FEET OF LOT 29, SANDALWOOD MANOR TOWNHOMES FIRST ADDITION, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 6, PAGE(S) 93, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.

(PER FIRST AMERICAN TITLE INSURANCE COMPANY – FILE NUMBER: 1054-6104657 DATED: AUGUST 10, 2022):

THE EAST 16.21 FEET OF THE NORTH 100.00 FEET AND THE EAST 18.00 FEET OF THE SOUTH 20.00 FEET OF LOT 28, SANDALWOOD MANOR TOWNHOMES FIRST ADDITION, A 60 UNIT ADDITION TO SANDALWOOD MANOR TOWNHOMES, A PLANNED TOWNHOME DEVELOPMENT IN DESTIN, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 6, PAGE 93, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.

(PER WESTCOR LAND TITLE INSURANCE COMPANY – FILE NUMBER: 18-2374 DATED: SEPTEMBER 13, 2018):

THE WEST 16.21 FEET OF THE NORTH 100 FEET AND THE WEST 18.00 FEET OF THE SOUTH 20 FEET OF LOT 27, SANDALWOOD MANOR TOWN HOMES FIRST ADDITION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 6, PAGE 93, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.

(PER FIRST AMERICAN TITLE INSURANCE COMPANY – FILE NUMBER: 7223-6384823 DATED: APRIL 26, 2023):

THE WEST 8.42 FEET OF THE NORTH 100.00 FEET AND THE WEST 12.00 FEET OF THE SOUTH 20.00 FEET OF LOT 26 AND THE EAST 7.79 FEET OF THE NORTH 100.00 FEET AND THE EAST 6.00 FEET OF THE SOUTH 20.00 FEET OF LOT 27, SANDALWOOD MANOR TOWNHOMES FIRST ADDITION, AS RECORDED IN PLAT BOOK 6, PAGE 93 OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.

(PER FIRST AMERICAN TITLE INSURANCE COMPANY – FILE NUMBER: 7223-6388161 DATED: JUNE 23, 2023):

ALL OF LOT 25 AND THE EAST 15.58 FEET OF THE NORTH 100.00 FEET AND THE EAST 12.00 FEET OF THE SOUTH 20.00 FEET OF LOT 26, SANDALWOOD MANOR TOWNHOMES FIRST ADDITION, ACCORDING TO PLAT THEREOF ON FILE IN PLAT BOOK 6, PAGE 93, IN THE OFFICE OF THE CLERK OF CIRCUIT COURT, OKALOOSA COUNTY, FLORIDA.

(PER FIRST AMERICAN TITLE INSURANCE COMPANY – FILE NUMBER: 7223-6384818 DATED: APRIL 26, 2023):

LOT 31 AND WESTERLY 6 FEET OF LOT 32, SANDALWOOD MANOR TOWNHOMES FIRST ADDITION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 6, PAGE 93, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.

(PER FIRST AMERICAN TITLE INSURANCE COMPANY – FILE NUMBER: 7223-6384837 DATED: APRIL 26, 2023):

LOT 32, LESS AND EXCEPT THE WESTERLY 6.00 FEET THEREOF, SANDALWOOD MANOR TOWNHOMES FIRST ADDITION, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 6, PAGE 93, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.

(PER FIRST AMERICAN TITLE INSURANCE COMPANY – FILE NUMBER: 1054-6104694 DATED: AUGUST 10, 2022):

LOT 33, LESS AND EXCEPT THE EASTERLY 6.00 FEET THEREOF, SANDALWOOD MANOR TOWNHOMES FIRST ADDITION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 6, PAGE(S) 93, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA. A/K/A PARCEL 33-A, SANDALWOOD MANOR TOWNHOMES FIRST ADDITION.

(PER FIRST AMERICAN TITLE INSURANCE COMPANY – FILE NUMBER: 1054-6104722 DATED: AUGUST 10, 2022):

LOT 34 AND THE EASTERLY 6.00 FEET OF LOT 33, SANDALWOOD MANOR TOWNHOMES FIRST ADDITION, AS RECORDED IN PLAT BOOK 6, PAGE 93, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.

(PER FIRST AMERICAN TITLE INSURANCE COMPANY – POLICY NUMBER: FA-35-1460124 DATED: AUGUST 16, 2006):

LOT 17, BLOCK B, SEA HILLS THIRD ADDITION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE(S) 104, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.

(PER FUND OWNER'S POLICY – FILE NUMBER: 43-2006-779 DATED: JUNE 8, 2006):

LOT 18, BLOCK B, SEA HILLS, THIRD ADDITION, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE(S) 104, PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.

(PER FIRST AMERICAN TITLE INSURANCE COMPANY – FILE NUMBER: 7223-6384807 DATED: MAY 16, 2023):

LOT 13, SKEETER SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 6, PAGE 10, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.

(PER FUND OWNER'S POLICY – FILE NUMBER: 43-2008-98 DATED: DECEMBER 11, 2008):

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF U.S. HIGHWAY 98 AND THE EAST LINE OF CALHOUN SUBDIVISION; PROCEED NORTH 00 DEGREES 38 MINUTES WEST 1342.05 FEET, ALONG SAID EAST LINE, TO A CONCRETE MONUMENT; THENCE CONTINUE NORTH 00 DEGREES 38 MINUTES WEST 220.0 FEET; THENCE SOUTH 83 DEGREES 14 MINUTES EAST 140.7 FEET TO THE POINT OF BEGINNING OF THE LAND HEREIN DESCRIBED; THENCE CONTINUE SOUTH 83 DEGREES 14 MINUTES EAST 1067.4 FEET TO THE WEST SIDE OF BEACH DRIVE; THENCE NORTH 5 DEGREES 24 MINUTES 30 SECONDS WEST 208.7 FEET, ALONG BEACH DRIVE; THENCE NORTH 83 DEGREES 14 MINUTES WEST 1049.9 FEET; THENCE SOUTH 0 DEGREES 38 MINUTES EAST 205.7 FEET TO THE POINT OF BEGINNING.

AS SURVEYED:

A PORTION OF AZALEA DRIVE, ANNA STREET, SANDALWOOD DRIVE, ALL OF THAT CERTAIN PARCEL AS DESCRIBED IN OFFICIAL RECORD BOOK 2868, PAGE 1206, ALL OF LOT 2, SUMMERFELL AT OLD TOWN, PLAT BOOK 29, PAGE 43, ALL OF LOTS 25 THROUGH 34, SANDALWOOD MANOR TOWNHOMES FIRST ADDITION, PLAT BOOK 6, PAGE 93, ALL OF LOTS 17 AND 18, BLOCK B, SEA HILLS THIRD ADDITION, PLAT BOOK 5, PAGE 104, AND ALL OF LOT 13, SKEETER SUBDIVISION, PLAT BOOK 6, PAGE 10 OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF BLOCK H-8, SECOND REVISION OF CALHOUNS SUBDIVISION OF ADDITION TO TOWN OF DESTIN FLORIDA, AS RECORDED IN PLAT BOOK 2, PAGE 43-A, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA, SAID POINT ALSO BEING THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF AZALEA DRIVE (100 FOOT RIGHT OF WAY) AND THE EAST RIGHT OF WAY LINE OF BENNING DRIVE (100 FOOT RIGHT OF WAY); THENCE N01°02'22"E ALONG SAID EAST RIGHT OF WAY LINE 318.60 FEET TO THE NORTHWEST CORNER OF LOT 2, SUMMERFELL AT OLD TOWN, AS RECORDED IN PLAT BOOK 29, PAGE 43; THENCE S88°37'21"E ALONG THE NORTH LINE OF SAID LOT 2 A DISTANCE OF 200.76 FEET TO THE NORTHEAST CORNER OF SAID LOT 2; THENCE S00°51'35"W ALONG THE EAST LINE OF SAID LOT 2 A DISTANCE OF, 19.61 FEET TO THE NORTHWEST CORNER OF SANDALWOOD MANOR TOWNHOMES FIRST ADDITION, AS RECORDED IN PLAT BOOK 6, PAGE 93, THENCE S88°58'03"E ALONG THE NORTH LINE OF SAID SANDALWOOD MANOR TOWNHOMES FIRST ADDITION 89.80 FEET TO THE WESTERLY CORNER OF LOT 30 OF SAID SANDALWOOD MANOR TOWNHOMES FIRST ADDITION; THENCE N40°23'57"E ALONG THE NORTHWESTERLY LINE OF SAID LOT 30 A DISTANCE OF 75.61 FEET TO THE NORTHWESTERLY CORNER OF SAID LOT 30 AND BEING THE SOUTHWEST CORNER OF THAT CERTAIN PARCEL AS DESCRIBED IN OFFICIAL RECORD BOOK 2868, PAGE 1206 OF THE AFORESAID PUBLIC RECORDS; THENCE N01°21'57"E ALONG THE WEST LINE OF SAID PARCEL 214.33 FEET TO THE NORTHWEST CORNER OF SAID PARCEL; THENCE S81°08'32"E ALONG THE NORTH LINE OF SAID PARCEL AND THE SOUTH LINE OF BLOCK B, SEA HILLS THIRD ADDITION, AS RECORDED IN PLAT BOOK 5, PAGE 104 A DISTANCE OF 898.00 FEET TO THE SOUTHWEST CORNER OF LOT 18 OF SAID SEA HILLS THIRD ADDITION; THENCE N17°58'23"E ALONG THE WEST LINE OF SAID LOT 18 A DISTANCE OF 59.32 FEET TO THE SOUTHWEST CORNER OF LOT 17 OF SAID SEA HILLS THIRD ADDITION; THENCE N03°57'46"W ALONG THE WEST LINE OF SAID LOT 17 A DISTANCE OF 79.93 FEET TO THE NORTHWEST CORNER OF SAID LOT 17; THENCE N86°02'14"E ALONG THE NORTH LINE OF SAID LOT 17 A DISTANCE OF 125.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 17 AND BEING A POINT OF THE WEST RIGHT OF WAY LINE OF BEACH DRIVE (66 FOOT RIGHT OF WAY); THENCE S03°57'47"E ALONG SAID WEST RIGHT OF WAY LINE 17.03 FEET; THENCE S03°46'04"E ALONG SAID WEST RIGHT OF WAY LINE 359.72 FEET TO THE SOUTHEAST CORNER OF THE AFORESAID PARCEL; THENCE N81°37'57"W ALONG THE SOUTH LINE OF SAID PARCEL 929.55 FEET TO THE NORTHEAST CORNER OF LOT 25 OF THE AFORESAID SANDALWOOD MANOR TOWNHOMES FIRST ADDITION; THENCE S08°22'03"W, 170.00 FEET TO THE SOUTH RIGHT OF WAY LINE SANDALWOOD DRIVE (50 FOOT RIGHT OF WAY); THENCE N81°37'58"W ALONG SAID SOUTH RIGHT OF WAY LINE 71.64 FEET TO THE NORTHEAST CORNER OF LOT 34 OF SANDALWOOD MANOR TOWNHOMES FIRST ADDITION; THENCE S08°23'00"W ALONG THE EAST LINE OF SAID LOT 34 A DISTANCE OF 99.96 FEET TO THE SOUTHEAST CORNER OF SAID LOT 34; THENCE N81°38'01"W ALONG SAID SOUTH LINE OF LOT 34, LOT 33, LOT 32 AND LOT 31 A DISTANCE OF 117.80 FEET TO THE SOUTHWEST CORNER OF SAID LOT 31 AND THE EAST RIGHT OF WAY LINE OF ANNA STREET (RIGHT OF WAY VARIES) AND ALSO BEING A POINT OF CURVATURE OF A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 979.08 FEET AND A CHORD THAT BEARS S01°48'17"W, 25.36 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE AND EAST RIGHT OF WAY LINE 25.36 FEET; THENCE S01°01'57"W ALONG SAID EAST RIGHT OF WAY LINE 143.33 FEET TO THE SOUTH RIGHT OF WAY LINE OF SANDALWOOD COURT; THENCE N82°31'53"W ALONG SAID SOUTH RIGHT OF WAY LINE 50.32 FEET TO THE NORTHWEST CORNER OF LOT 3, SEA HILLS FIRST ADDITION, AS RECORDED IN PLAT BOOK 5, PAGE 35 AND BEING A POINT OF THE EAST LINE OF THE AFORESAID BLOCK H-8; THENCE N00°39'23"E ALONG THE EAST LINE OF SAID BLOCK H-8 A DISTANCE OF 18.40 FEET TO THE NORTHEAST CORNER OF SAID BLOCK H-8; THENCE N75°10'05"W ALONG THE NORTH LINE OF SAID BLOCK H-8 A DISTANCE OF 207.12 FEET TO THE POINT OF BEGINNING.

ALSO:

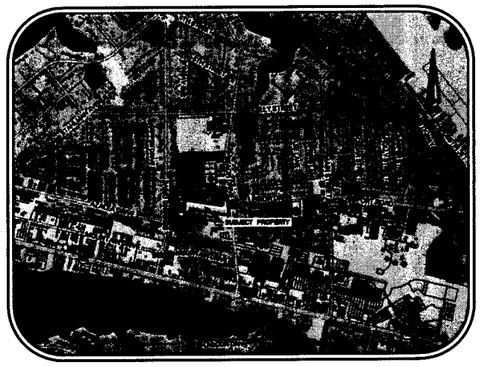
ALL OF LOT 13, SKEETER SUBDIVISION, PLAT BOOK 6, PAGE 10 OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.

SUBJECT TO AZALEA DRIVE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF BLOCK H-8, SECOND REVISION OF CALHOUNS SUBDIVISION OF ADDITION TO TOWN OF DESTIN FLORIDA, AS RECORDED IN PLAT BOOK 2, PAGE 43-A, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA, SAID POINT ALSO BEING THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF AZALEA DRIVE (100 FOOT RIGHT OF WAY) AND THE EAST RIGHT OF WAY LINE OF BENNING DRIVE (100 FOOT RIGHT OF WAY); THENCE N01°02'22"E ALONG SAID EAST RIGHT OF WAY LINE 318.60 FEET TO THE NORTHWEST CORNER OF LOT 2, SUMMERFELL AT OLD TOWN, AS RECORDED IN PLAT BOOK 29, PAGE 43; THENCE S88°37'21"E ALONG THE NORTH LINE OF SAID LOT 2 A DISTANCE OF 200.76 FEET TO THE NORTHEAST CORNER OF SAID LOT 2; THENCE S00°51'35"W ALONG THE EAST LINE OF SAID LOT 2 A DISTANCE OF, 19.61 FEET TO THE NORTHWEST CORNER OF SANDALWOOD MANOR TOWNHOMES FIRST ADDITION, AS RECORDED IN PLAT BOOK 6, PAGE 93, THENCE S88°58'03"E ALONG THE NORTH LINE OF SAID SANDALWOOD MANOR TOWNHOMES FIRST ADDITION 89.80 FEET TO THE WESTERLY CORNER OF LOT 30 OF SAID SANDALWOOD MANOR TOWNHOMES FIRST ADDITION; THENCE N40°23'57"E ALONG THE NORTHWESTERLY LINE OF SAID LOT 30 A DISTANCE OF 75.61 FEET TO THE NORTHWESTERLY CORNER OF SAID LOT 30 AND BEING THE SOUTHWEST CORNER OF THAT CERTAIN PARCEL AS DESCRIBED IN OFFICIAL RECORD BOOK 2868, PAGE 1206 OF THE AFORESAID PUBLIC RECORDS; THENCE S81°37'58"E ALONG THE NORTH LINE OF SAID LOT 30, LOT 29 AND LOT 28 A DISTANCE OF 53.28 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 530.00 FEET AND A CHORD THAT BEARS N77°55'01"E, 479.74 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, 497.84 FEET; THENCE S75°10'25"E, 122.10 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 490.00 FEET AND A CHORD THAT BEARS N88°38'05"E, 273.28 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, 276.95 FEET TO A POINT OF COMPOUND CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 248.00 FEET AND A CHORD THAT BEARS N64°04'24"E, 66.96 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, 67.16 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 75.00 FEET AND A CHORD THAT BEARS N35°45'48"E, 52.71 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, 53.86 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 67.00 FEET AND A CHORD THAT BEARS N28°10'57"E, 30.81 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, 31.09 FEET TO A POINT OF REVERSE CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 98.00 FEET AND A CHORD THAT BEARS N34°36'57"E, 23.41 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, 23.47 FEET TO THE WEST RIGHT OF WAY LINE OF BEACH DRIVE (66 FOOT RIGHT OF WAY); THENCE S03°45'04"E ALONG SAID WEST RIGHT OF WAY LINE 134.28 FEET; THENCE DEPARTING SAID WEST RIGHT OF WAY LINE TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 28.00 FEET AND A CHORD THAT BEARS N68°29'10"W, 23.63 FEET; THENCE DEPARTING SAID WEST RIGHT OF WAY LINE WESTERLY ALONG THE ARC OF SAID CURVE, 24.39 FEET TO A POINT OF COMPOUND CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 108.00 FEET AND A CHORD THAT BEARS S76°14'23"W, 38.70 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, 38.91 FEET TO A POINT OF REVERSE CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 530.00 FEET AND A CHORD THAT BEARS S85°22'22"W, 353.03 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, 359.90 FEET; THENCE N75°10'25"W, 122.10 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 490.00 FEET AND A CHORD THAT BEARS S82°13'30"W, 376.63 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, 386.58 FEET; THENCE S08°22'03"W, 193.16 FEET TO THE SOUTH RIGHT OF WAY LINE SANDALWOOD DRIVE (50 FOOT RIGHT OF WAY); THENCE N81°37'58"W ALONG SAID SOUTH RIGHT OF WAY LINE 71.64 FEET TO THE NORTHEAST CORNER OF LOT 34 OF THE AFORESAID SANDALWOOD MANOR TOWNHOMES FIRST ADDITION; THENCE S08°23'00"W ALONG THE EAST LINE OF SAID LOT 34 A DISTANCE OF 99.96 FEET TO THE SOUTHEAST CORNER OF SAID LOT 34; THENCE N81°38'01"W ALONG SAID SOUTH LINE OF LOT 34, LOT 33, LOT 32 AND LOT 31 A DISTANCE OF 117.80 FEET TO THE SOUTHWEST CORNER OF SAID LOT 31 AND THE EAST RIGHT OF WAY LINE OF ANNA STREET (RIGHT OF WAY VARIES) AND ALSO BEING A POINT OF CURVATURE OF A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 979.08 FEET AND A CHORD THAT BEARS S01°48'17"W, 25.36 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE AND EAST RIGHT OF WAY LINE 25.36 FEET; THENCE S01°01'57"W ALONG SAID EAST RIGHT OF WAY LINE 143.33 FEET TO THE SOUTH RIGHT OF WAY LINE OF SANDALWOOD COURT; THENCE N82°31'53"W ALONG SAID SOUTH RIGHT OF WAY LINE 50.32 FEET TO THE NORTHWEST CORNER OF LOT 3, SEA HILLS FIRST ADDITION, AS RECORDED IN PLAT BOOK 5, PAGE 35 AND BEING A POINT OF THE EAST LINE OF THE AFORESAID BLOCK H-8; THENCE N00°39'23"E ALONG THE EAST LINE OF SAID BLOCK H-8 A DISTANCE OF 18.40 FEET TO THE NORTHEAST CORNER OF SAID BLOCK H-8; THENCE N75°10'05"W ALONG THE NORTH LINE OF SAID BLOCK H-8 A DISTANCE OF 207.12 FEET TO THE POINT OF BEGINNING.

ALSO
ALL OF LOT 13, SKEETER SUBDIVISION, PLAT BOOK 6, PAGE 10 OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.

VICINITY MAP
NOT TO SCALE



ACKNOWLEDGMENT TO DEDICATION
STATE OF FLORIDA/COUNTY OF OKALOOSA

THIS IS TO CERTIFY THAT BEFORE ME, AN OFFICER DULY AUTHORIZED AND ACTING, PERSONALLY APPEARED _____ WHO IS PERSONALLY KNOWN TO ME TO BE THE INDIVIDUAL DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT OF THE DEDICATION OR WHO HAS PRODUCED _____ AS IDENTIFICATION, AS _____, AND WHO ACKNOWLEDGED TO AND BEFORE ME THAT SAID INSTRUMENT IS THE FREE ACT AND DEED OF _____

N/A

GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____, 2025.

_____
NOTARY PUBLIC STATE OF _____
MY COMMISSION EXPIRES: _____

JOINDER AND CONSENT TO DEDICATION

_____ THE HOLDER OF A MORTGAGE ON THE HEREON DESCRIBED PROPERTY, DOES HEREBY CONSENT TO AND JOIN IN THE DEDICATION AND PLATTING AS SET FORTH HEREON.

N/A

NAME: _____, ITS: _____
_____ BANK

ACKNOWLEDGMENT TO JOINDER AND CONSENT
STATE OF FLORIDA/COUNTY OF OKALOOSA

THIS IS TO CERTIFY THAT BEFORE ME, AN OFFICER DULY AUTHORIZED AND ACTING, PERSONALLY APPEARED _____ WHO IS PERSONALLY KNOWN TO ME TO BE THE INDIVIDUAL DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT OF THE DEDICATION OR WHO HAS PRODUCED _____ AS IDENTIFICATION, _____ BANK, AND WHO ACKNOWLEDGED TO AND BEFORE ME THAT SAID INSTRUMENT IS THE FREE ACT AND DEED OF _____ BANK.

N/A

GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____, 2025.

_____
NOTARY PUBLIC STATE OF _____
MY COMMISSION EXPIRES: _____

CITY OF DESTIN APPROVAL

THIS CERTIFIES THAT THIS PLAT WAS PRESENTED TO THE CITY OF DESTIN, FLORIDA, AND WAS APPROVED FOR THE RECORD ON THIS DAY OF _____ 2025.

BY: _____ BY: _____
CITY MAYOR CITY MANAGER

BY: _____
CITY CLERK

NOTICE

THE 26 FOOT EASEMENT SHOWN HEREON IS A DEDICATED TO DESTIN WATER USERS AS A NON-EXCLUSIVE EASEMENT. DESTIN WATER USERS IS GRANTED THE RIGHT TO CONSTRUCT, OPERATE, AND MAINTAIN WATER, WASTEWATER AND RECLAIMED WATER MAINS WITHIN THIS EASEMENT AT THEIR COST. DESTIN WATER USERS SHOULD PROVIDE NOTICE TO AND COORDINATE WITH THE CITY OF ANY WORK BEING PERFORMED WITHIN THIS EASEMENT IN A TIMELY MANNER.

NOTICE

THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THIS PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT CITY OF DESTIN, AS OWNER IN FEE SIMPLE OF THE LANDS AS DESCRIBED HEREIN, HAS CAUSED THE LANDS TO BE SURVEYED AND SUBDIVIDED AS DESTIN CONNECTOR SUBDIVISION, HEREBY DEDICATES TO THE CITY OF DESTIN IN OKALOOSA COUNTY, FLORIDA FOR PUBLIC USE ALL ROADS, STREETS AND OTHER RIGHTS OF WAY AND ALL EASEMENTS FOR UTILITIES, DRAINAGE AND OTHER PURPOSES AS SHOWN AND DEPICTED HEREON WHICH ARE TO BE MAINTAINED BY THE CITY OF DESTIN IN OKALOOSA COUNTY, FLORIDA, RESERVING, HOWEVER, THE REVERSION OR REVISIONS THEREOF SHOULD THE SAME BE REMOUNCED, DISCLAIMED OR THE USE THEREOF DISCONTINUED AS PRESCRIBED BY LAW OR ACTION OF THE OFFICIALS HAVING CHARGE OR JURISDICTION THEREOF.

_____ _____
BY: CITY OF DESTIN WITNESS

4-21-25 _____
DATE SIGNED: WITNESS

COMMUNITY DEVELOPMENT DEPARTMENT APPROVAL

PRESENTED TO AND APPROVED BY THE COMMUNITY DEVELOPMENT DIRECTOR OF THE CITY OF DESTIN, FLORIDA THIS 15 DAY OF April, 2025.

BY: _____
COMMUNITY DEVELOPMENT DIRECTOR

PUBLIC SERVICES DEPARTMENT APPROVAL

PRESENTED TO AND APPROVED BY THE PUBLIC WORKS DEPARTMENT DIRECTOR OF THE CITY OF DESTIN, FLORIDA THIS 21st DAY OF April, 2025.

BY: _____
MICHAEL G. BURGESS MS, PHD, CEM, CFM
PUBLIC WORKS DEPARTMENT DIRECTOR

CITY SURVEYOR'S CERTIFICATE

THIS IS TO CERTIFY THAT THIS PLAT WAS REVIEW BY THE CITY SURVEYOR OF DESTIN, FLORIDA AND MEETS THE REQUIREMENTS OF CHAPTER 177.011–177.151 OF THE FLORIDA STATUTES AND WAS APPROVED ON THIS 21st DAY OF March, 2025.

BY: _____
ERIC B. STUART PROFESSIONAL SURVEYOR & MAPPER NO. 6707
CITY OF DESTIN SURVEYOR

TAX COLLECTOR'S STATEMENT

I, BEN ANDERSON, DO HEREBY CERTIFY THAT TAXES HAVE BEEN PAID THROUGH TAX YEAR 2024 FOR THE PROPERTY DESCRIBED HEREON TO THE BEST OF MY KNOWLEDGE AS THE 22 DAY OF April, 2025.

BY: Benjamin F Anderson
BEN ANDERSON, TAX COLLECTOR
OKALOOSA COUNTY, FLORIDA

COUNTY CLERK OF CERTIFICATE OF RECORDING

I, J.D. PEACOCK II, CLERK OF THE CIRCUIT COURT OF OKALOOSA COUNTY, FLORIDA, DO HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR PERMANENT RECORD ON THE 21 DAY OF April, 2025 IN PLAT BOOK NO. 32 PAGE(S) NO. 8-9 IN THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.

BY: Brad E Embry by Ashleigh Andrus Deputy Clerk
CLERK OF CIRCUIT COURT
OKALOOSA COUNTY, FLORIDA

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THIS PLAT, "DESTIN CONNECTOR SUBDIVISION" IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS SURVEYED, THAT THIS PLAT WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION, AND THAT THE SURVEY DATA AND THIS PLAT COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AND THAT PERMANENT REFERENCE MONUMENTS AND PERMANENT CONTROL POINTS HAVE BEEN SET.

BY: _____
THOMAS K. MEAD
REGISTERED LAND SURVEYOR
FLORIDA LICENSE NUMBER 5624

SURVEYOR'S NOTES

BEARINGS SHOWN HEREON ARE GRID AND ARE BASED ON THE DEPARTMENT OF TRANSPORTATION'S "FLORIDA PERMANENT REFERENCE NETWORK" GNSS CONTINUOUSLY OPERATING REFERENCE STATION "DSTN & CRST". THE RELATIVE BEARING IS N01°02'22"E ALONG THE EAST RIGHT OF WAY LINE OF BENNING DRIVE. BEARINGS AND DISTANCES SHOWN HEREON ARE MEASURED UNLESS OTHERWISE NOTED.

59123002

SSMC SUE • SURVEY • GIS
SOUTHEASTERN SURVEYING & MAPPING CORP.
1130 HIGHWAY 90 CHIPLEY, FLORIDA 32428
(850)638-0790 FAX(850)638-8088
WWW.SOUTHEASTERNSURVEYING.COM
CERTIFICATE OF AUTHORIZATION NO. LB-2108

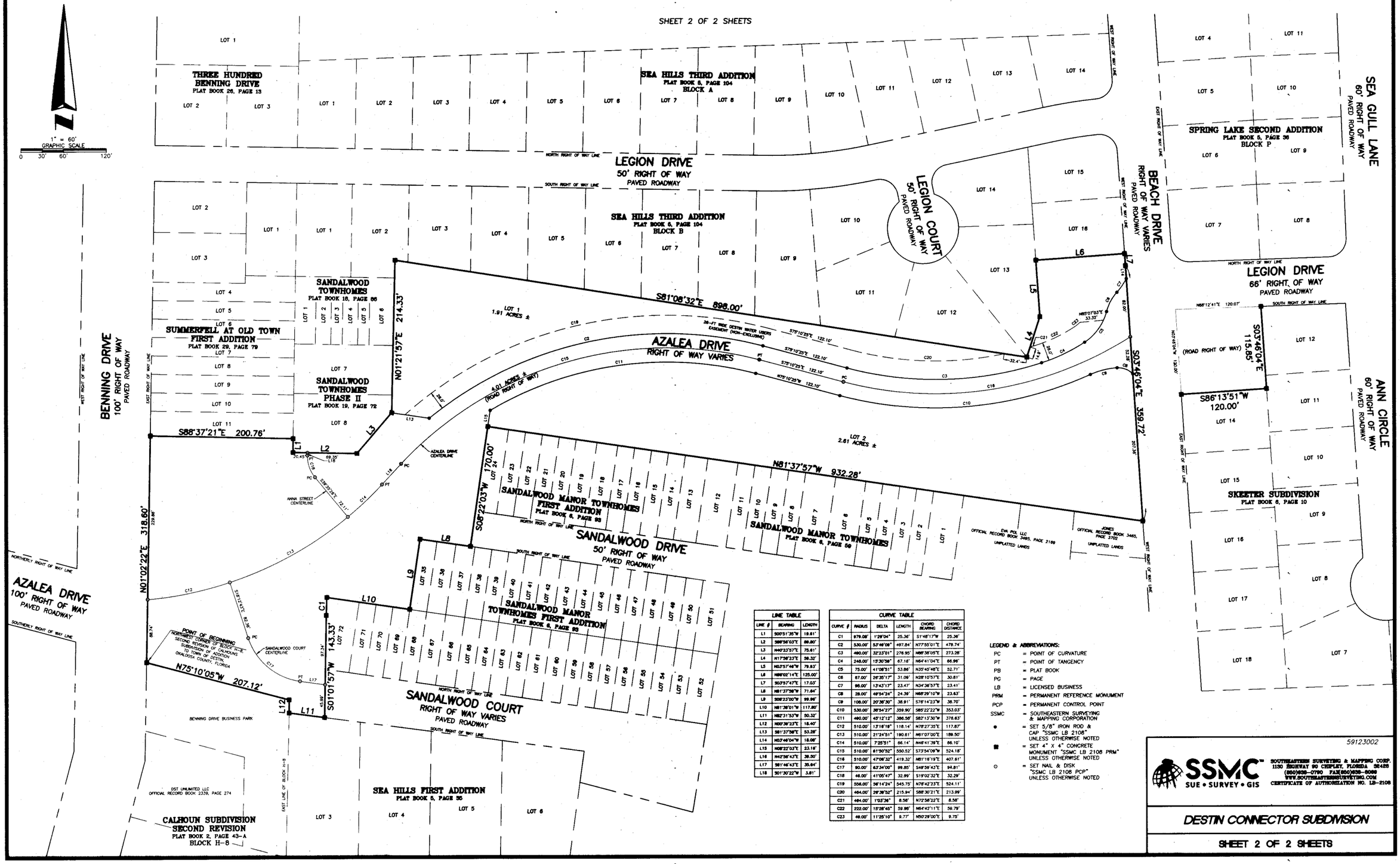
DESTIN CONNECTOR SUBDIVISION

SHEET 1 OF 2 SHEETS

PREPARED BY
SOUTHEASTERN SURVEYING & MAPPING CORPORATION
SURVEYING • LAND PLANNING • GIS • UTILITIES
CERTIFICATE OF AUTHORIZATION NUMBER LB2108
1130 US HIGHWAY 90, CHIPLEY, FLORIDA 32428
PHONE (850) 638-0790 FAX (850) 638-8069

DESTIN CONNECTOR SUBDIVISION

A SUBDIVISION IN UNSECTIONALIZED, TOWNSHIP 2 SOUTH, RANGE 22 WEST,
CITY OF DESTIN, OKALOOSA COUNTY, FLORIDA
BEING A REPLAT OF LOT 2, SUMMERFELL AT OLD TOWN, PB 29, PG 43,
LOTS 25–34, SANDALWOOD MANOR TOWNHOMES FIRST ADDITION, PB 6, PG 93,
LOTS 17 & 18, BLOCK B, SEA HILLS THIRD ADDITION, PB 5, PG 104,
AND LOT 13, SKEETER SUBDIVISION, PB 6, PG 10
FEBRUARY 2025



LINE TABLE		
LINE #	BEARING	LENGTH
L1	S00°51'35"W	19.61'
L2	S88°36'03"E	69.80'
L3	N40°23'57"E	75.61'
L4	N17°36'23"E	59.32'
L5	N03°57'48"W	79.93'
L6	N88°02'14"E	125.00'
L7	S03°57'47"E	17.03'
L8	N81°37'38"W	71.84'
L9	S08°23'00"W	99.99'
L10	N81°36'01"W	117.80'
L11	N82°31'33"W	50.32'
L12	N00°39'23"E	18.40'
L13	S81°37'38"E	53.28'
L14	N03°46'04"W	18.08'
L15	N08°22'03"E	23.16'
L16	N42°56'43"E	38.30'
L17	S81°46'43"E	35.64'
L18	S01°30'22"W	3.81'

CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD DISTANCE
C1	979.08'	1°28'04"	25.36'	S1°48'17"W	25.36'
C2	530.00'	53°46'08"	497.84'	N77°55'01"E	479.74'
C3	490.00'	32°23'01"	276.95'	N86°38'05"E	273.28'
C4	246.00'	15°30'56"	67.16'	N64°41'04"E	66.96'
C5	75.00'	41°08'51"	53.86'	N35°45'48"E	52.71'
C6	67.00'	26°35'17"	31.09'	N28°10'57"E	30.81'
C7	86.00'	13°43'17"	23.47'	N34°36'57"E	23.41'
C8	28.00'	49°54'24"	24.39'	N68°29'10"W	23.63'
C9	108.00'	20°36'30"	38.91'	S78°14'23"W	38.70'
C10	530.00'	38°54'27"	359.90'	S85°22'22"W	353.03'
C11	490.00'	45°12'12"	386.56'	S82°13'36"W	376.63'
C12	510.00'	13°16'18"	118.14'	N78°27'35"E	117.87'
C13	510.00'	21°24'51"	190.61'	N61°07'00"E	189.50'
C14	510.00'	7°25'51"	66.14'	N46°41'39"E	66.10'
C15	510.00'	61°30'52"	550.52'	S73°54'09"W	524.18'
C16	510.00'	47°08'32"	419.32'	N51°18'19"E	407.61'
C17	90.00'	63°34'00"	99.85'	S49°39'43"E	94.81'
C18	46.00'	41°05'47"	32.99'	S19°02'32"E	32.29'
C19	556.00'	56°14'24"	545.75'	N78°42'23"E	524.11'
C20	464.00'	26°39'52"	215.94'	S88°30'21"E	213.99'
C21	464.00'	1°03'36"	8.58'	N72°58'22"E	8.58'
C22	222.00'	15°28'45"	59.96'	N64°42'11"E	59.79'
C23	46.00'	11°25'10"	9.77'	N50°29'00"E	9.75'

LEGEND & ABBREVIATIONS:

PC	= POINT OF CURVATURE
PT	= POINT OF TANGENCY
PB	= PLAT BOOK
PG	= PAGE
LB	= LICENSED BUSINESS
PRM	= PERMANENT REFERENCE MONUMENT
PCP	= PERMANENT CONTROL POINT
SSMC	= SOUTHEASTERN SURVEYING & MAPPING CORPORATION
●	= SET 5/8" IRON ROD & CAP "SSMC LB 2108" UNLESS OTHERWISE NOTED
■	= SET 4" X 4" CONCRETE MONUMENT "SSMC LB 2108 PRM" UNLESS OTHERWISE NOTED
○	= SET NAIL & DISK "SSMC LB 2108 PCP" UNLESS OTHERWISE NOTED

59123002

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1130 HIGHWAY 90 CHIPLEY, FLORIDA 32428
(850)638-0790 FAX(850)638-8069
WWW.SOUTHEASTERNSURVEYING.COM
CERTIFICATE OF AUTHORIZATION NO. LB-2108

DESTIN CONNECTOR SUBDIVISION

SHEET 2 OF 2 SHEETS


City of Destin
Public Notice
for
Proposed Development
FLUM Amendment
& Re-Zone
LU-001615-2025
Authorized Agent: City of Destin
Agent's Phone #: 850-654-1119
Project Plans can be requested
via the City Clerk at
850-837-4242 or at
www.cityofdestin.com

Community Development
Planning and Zoning Division

4100 Indian Bayou Trail | Destin, FL 32541 | Phone: 850-654-1119 | Email: planning@cityofdestin.com

May 21, 2025

Subject: Notification of Development Project:
Future Land Use Map (FLUM) Amendment & Rezone – Destin Crosstown Connector
City of Destin Project Number: LU-001615-2025

Dear Property Owner:

The purpose of this letter is to notify you that the Planning Division has received an application for a FLUM Amendment and Rezone application. As the owner of property located within 300 feet of this project, ***Article 2.17.00 of the Destin Land Development Code (LDC)*** requires a written notice providing you with the following information.

This notice is for informational purposes only and no action is required of you. However, citizens are encouraged to provide any comments to the email address provided below.

1. Name of Owner: City of Destin

2. Name of Agent: City of Destin Planning & Zoning Division

3. Address of Project: No physical address

4. Parcel ID Number: 00-2S-22-1575-0000-0010; 00-2S-22-1575-0000-0020; 00-2S-22-1575-0000-0RW0 (3 parcels between Beach Drive and Benning Drive).

5. Project Description: This project includes the consideration of proposed Ordinances 25-03-PC and 25-04-LC - Future Land Use Map (FLUM) Amendment from Medium Density Residential-Village (MDR-V) to Recreation (REC) and Right-of-Way (ROW), as well as a Rezone from Medium Density Residential-Village (MDR-V) to Recreation (REC) and Right-of-Way (ROW) in support of the Destin Crosstown Connector.

6. Location Map: Please refer to the back of this letter.

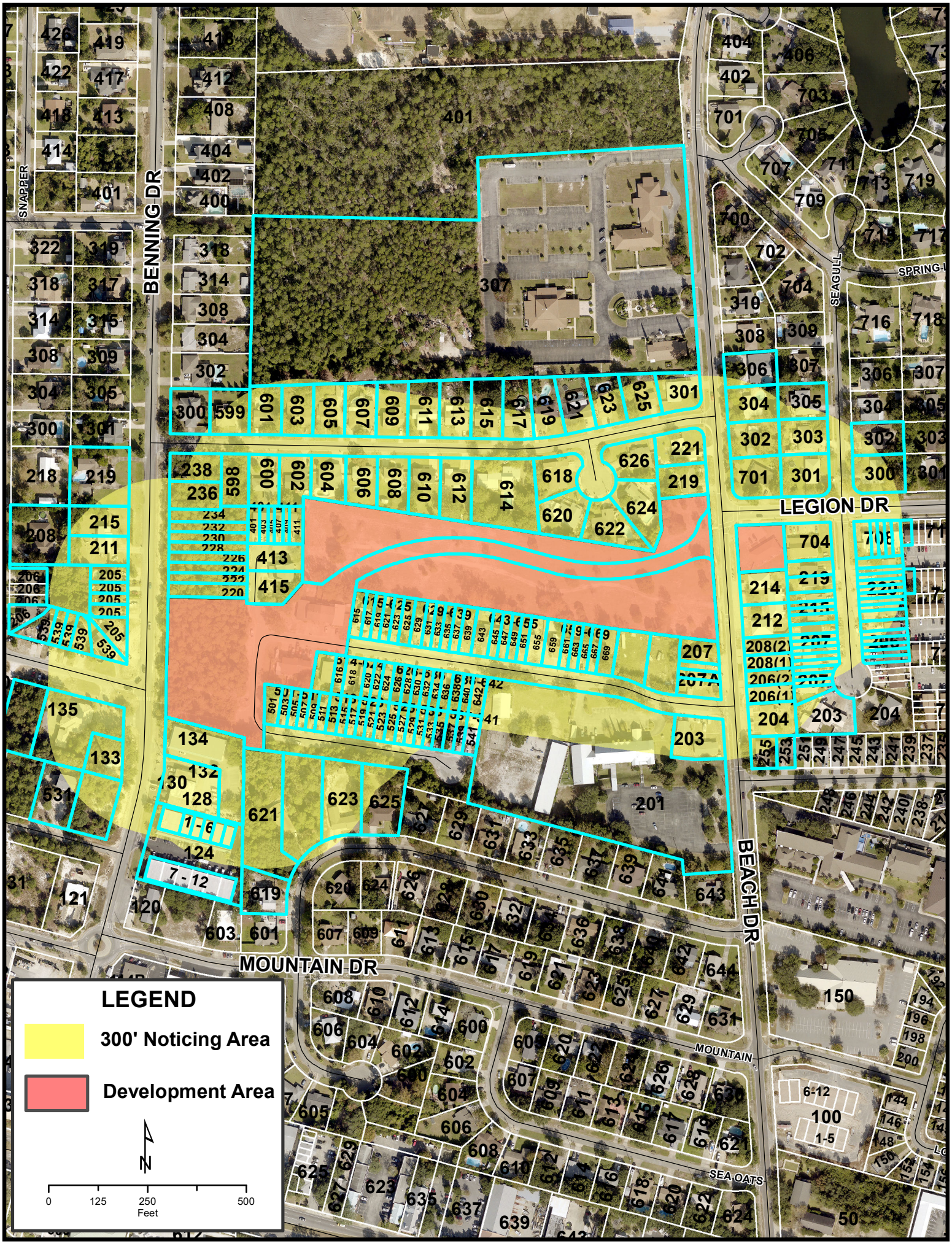
7. Location of Application Package: To request a digital copy of the application package be sent to you, please call the City Clerk at (850) 837-4242 or fill out a public records request online: http://www.cityofdestin.com/forms.aspx?fid=121

If you have any questions, please do not hesitate to call (850) 654-1119 or email planning@cityofdestin.com.

Sincerely,

Jesse Hernandez
Planner

Cc: David Prichard, Community Development Director
Planning Division
Project File


LEGEND
300' Noticing Area
Development Area
N
0
125
250
500
Feet
BENNING DR
LEGION DR
MOUNTAIN DR
BEACH DR
SNAPPER
SEAGULL
SPRING
MOUNTAIN
SEA OATS

Business Impact Estimate

This form should be included in agenda packet for the item under which the proposed ordinance is to be considered, and must be posted on the City's website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference: Proposed Ordinances 25-03-PC Future Land Use Map (FLUM) Amendment from Medium Density Residential-Village (MDR-V) to Recreation (REC) and Right-of-Way (ROW)

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption may apply, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):
The draft ordinance proposes to amend the FLUM designation of the properties, as well as rezone the properties from MDR-V to REC and ROW. These parcels were created by the Crosstown Connector Subdivision and will be utilized for a vehicular roadway, associated pedestrian facilities, and a stormwater management component.

2. Estimate of direct economic impact of the proposed ordinance on private, for-profit businesses in the City:
The draft ordinance will not have a direct economic impact on private, for-profit businesses within the City, as the ordinance is only amending the FLUM and zoning designation of the parcels.

3. Estimate of direct compliance costs that businesses may reasonably incur:
There are no direct compliance costs for businesses associated with the draft ordinance, as the ordinance is only amending the FLUM and zoning designation of the parcels.

4. Any new charge or fee imposed by the proposed ordinance:
There is no new charge or fee imposed by the draft ordinance.

5. Estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs:
There are no City regulatory costs associated with the draft ordinance, as the ordinance is only amending the FLUM and zoning designation of the parcels.

6. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:
Zero, as the ordinance is only amending the FLUM and zoning designation of the parcels.

7. Additional information, if any (Not required but may wish to include the methodology used to derive information for #1 and #2, above. For example: City staff solicited comments from businesses in the City as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on City website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses based on feedback from businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not impose costs only upon businesses.):
N/A

AFFIDAVIT
POSTING OF PROPERTY

BEFORE ME, the undersigned authority, personally appeared: JESSE HERNANDEZ,

the owner and/or authorized agent of the following described property: Parcel ID #s 00-25-1575-0010; 00-25-22-1575-0000-0020; 00-25-22-1575-0000-DRWO who deposes and says as follows:

1. That the subject site described above has a sign posted by the owner and/or authorized agent for the owner, notifying the public of the development activity, city project number, and authorized agent and phone number.
2. That the posted sign meets the dimensional requirements set by the City.
3. That the posted sign was placed and will be maintained upon the property in the correct location and not less than fourteen (14) days from the date of the City's Completeness Letter.
4. That a photo of the sign depicting the location of the sign in relation to the road right-of-way is attached.
5. This affidavit will be forwarded to the City's Planning Division no later than seven (7) working days from the posting of the sign.

I have completed the said requirements as described in the City of Destin Land Development Code.

Signed Name of Owner/Agent

JESSE HERNANDEZ
Printed Name of Owner/Agent

STATE OF FL
COUNTY OF OKALOOSA

The foregoing instrument was acknowledged before me by means of physical presence X or online notarization __, this 21st day of MAY, 2025,

By: Jesse Hernandez
(Print name)

Personally known X OR Produced Identification _____

Notary Signature

Seal:

LUZ D. DOMINGUEZ
MY COMMISSION # HH 618128
EXPIRES: December 3, 2028

VINTAGE
TITLE & ESCROW

1234 Airport Road, Unit 108
Destin, Florida 32541
Phone: (850) 460-2027
Facsimile: (850) 460-2035

April 25, 2019

City of Destin, Florida
ATTN: Lance Johnson
4200 Indian Bayou Trail
Destin, FL 32541

Re: 601 Sandalwood Drive, Destin, FL 32541

Dear Mr. Johnson,

Pursuant to the closing on the above-referenced, enclosed please find the following items enclosed:

1) Original Owners Title Policy
2) Original Recorded Warranty Deed

Please let us know if there is anything we can do for you in the future.

Sincerely,

Stephanie R Lefebvre

Stephanie@vintagetitlefl.com
Vintage Title & Escrow, Inc.

WESTCOR
LAND TITLE INSURANCE COMPANY

POLICY NO.
OP-25-FL1300-7286403

OWNER'S POLICY OF TITLE INSURANCE
(with Florida Modifications)

ISSUED BY

WESTCOR LAND TITLE INSURANCE COMPANY

Any notice of claim and any other notice or statement in writing required to be given to the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, Westcor Land Title Insurance Company, a South Carolina corporation (the "Company") insures, as of Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
   (a) A defect in the Title caused by
      (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
      (ii) failure of any person or Entity to have authorized a transfer or conveyance;
      (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
      (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
      (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
      (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
      (vii) a defective judicial or administrative proceeding.
   (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
   (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.

COVERED RISKS CONTINUED ON NEXT PAGE

In Witness Whereof, **WESTCOR LAND TITLE INSURANCE COMPANY**, has caused this policy to be signed and sealed as of Date of Policy shown in Schedule A, the policy to become valid when countersigned by an authorized signatory of the Company.

WESTCOR LAND TITLE INSURANCE COMPANY

Issued By: **FL1300 * V18-2380**

Vintage Title & Escrow, Inc.

1234 Airport Road, Unit 108
Destin, FL 32541

WESTCOR LAND TITLE INSURANCE COMPANY CORPORATE SEAL SOUTH CAROLINA 1993

By: Mary O'Donnell
President

Attest:
Secretary

4. No right of access to and from the Land.

5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to

   (a) the occupancy, use, or enjoyment of the Land;

   (b) the character, dimensions, or location of any improvement erected on the Land;

   (c) the subdivision of land; or

   (d) environmental protection

   if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.

6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.

7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.

8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.

9. Title being vested other than as stated in Schedule A or being defective

   (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or

   (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records

      (i) to be timely, or

      (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.

10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation

(including those relating to building and zoning) restricting, regulating, prohibiting, or relating to

   (i) the occupancy, use, or enjoyment of the Land;

   (ii) the character, dimensions, or location of any improvement erected on the Land;

   (iii) the subdivision of land; or

   (iv) environmental protection;

   or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.

   (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.

2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.

3. Defects, liens, encumbrances, adverse claims, or other matters

   (a) created, suffered, assumed, or agreed to by the Insured Claimant;

   (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;

   (c) resulting in no loss or damage to the Insured Claimant;

   (d) attaching or created subsequent to Date of Policy; or

   (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.

4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is

   (a) a fraudulent conveyance or fraudulent transfer; or

   (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.

5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

(a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.

(b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.

(c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.

(d) "Insured": The Insured named in Schedule A.

(i) The term "Insured" also includes

(A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;

(B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;

(C) successors to an Insured by its conversion to another kind of Entity;

(D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title

(1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,

(2) if the grantee wholly owns the named Insured,

(3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or

(4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.

(ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.

(e) "Insured Claimant": An Insured claiming loss or damage.

(f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.

(g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.

(h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized bylaw.

(i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.

(j) "Title": The estate or interest described in Schedule A.

(k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

(a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.

(b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any

other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

(c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

(a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

(b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance. To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

(b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

(i) to pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

(ii) to pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

(a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of

(i) the Amount of Insurance; or

(ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.

(b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,

(i) the Amount of Insurance shall be increased by 10%, and

(ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.

(c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

(a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.

(c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

(a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

(b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Unless prohibited by applicable law, arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association may be demanded if agreed to by both the Company and the Insured at the time of a controversy or claim. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, and service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the Insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the Land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

(a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim whether or not based on negligence shall be restricted to this policy.

(c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.

(d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

(a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

(b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at: 875 Concourse Parkway South, Suite 200, Maitland, FL 32751.

OWNER'S POLICY OF TITLE INSURANCE (With Florida Modifications)

WESTCOR LAND TITLE INSURANCE COMPANY

OWNER'S POLICY OF TITLE INSURANCE

HOME OFFICE
875 Concourse Parkway South, Suite 200
Maitland, FL 32751
Telephone: (407) 629-5842

Westcor Land Title Insurance Company
ALTA 6-17-06 OWNER'S POLICY (With Florida Modifications)

Schedule A

Name and Address of Title Insurance Company: **Westcor Land Title Insurance Company, 875 Concourse Parkway South, Ste., 200, Maitland, FL 32751, Phone No.: (407) 629-5842.**

State: **Florida** County: **Okaloosa**

Agent File No. #:	Policy Number	Effective Date	Amount of Insurance	Premium
V18-2380	**OP-25-FL1300-7286403**	**March 27, 2019 @ 03:38:00 PM**	**$154,000.00**	**$845.00**

Plant File #: **18-53610**	Simultaneous #:	Reinsurance #:

Address Reference: **601 Sandalwood Dr, Destin, Florida 32541**
Property Type: **R**

1. Name of Insured: **City of Destin, Florida**

2. The estate or interest in the Land that is insured by this policy is: **Fee Simple**

3. Title is vested in: **City of Destin, Florida**

4. The land referred to herein is described as follows:

   See Schedule A – Continuation Page for Legal Description

Authorized Signatory

Issued By: **FL1300*V18-2380**
Vintage Title & Escrow, Inc.
1234 Airport Road, Unit 108
Destin FL, 32541

Note: This Policy consists of insert pages labeled Schedule A and B. This policy is of no force and effect unless all pages are included along with any added pages incorporated by reference.

Underwriter: WESTCOR LAND TITLE INSURANCE COMPANY

Schedule A, Continuation Page

All of Lot 30, and the West 15.58 feet of the North 100.00 feet and the West 12.00 feet of the South 20.00 feet of Lot 29, Sandalwood Manor Townhomes First Addition, according to the Plat thereof, recorded in Plat Book 6, Page(s) 93, of the Public Records of Okaloosa County, Florida.

Note: This policy is of no force and effect unless Schedule A and Schedule B are attached together with any added pages incorporated by reference.

Schedule B

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

1. **Rights or claims of parties in possession not shown by the Public Records.**

2. **Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments on the Land of existing improvements located on the adjoined land.**

3. **Easements or claims of easements not shown by the Public Records.**

4. **Taxes or special assessments which are not shown as existing liens by the public records.**

5. **Taxes and assessments for the year 2019 and subsequent years, which are not yet due and payable.**

*** * * The following items, as listed above, are hereby deleted: 1 and 4 * * ***

6. Restrictions, reservations, setbacks and easements, if any, as indicated and/or shown on that certain Plat recorded in Plat Book 6, at Page(s) 93, of the Public Records of Okaloosa County, Florida.

7. Restrictions, covenants, condition, reservations and easements (deleting therefrom restrictions indicating any preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin), recorded in Official Records Book 1126, Page 1, as amended in Official Records Book 1150, Page 1438, as may be further amended, of the Public Records of Okaloosa County, Florida.

8. Easement in favor of Gulf Power Company recorded in Official Records Book 1159, Page 1962, of the Public Records of Okaloosa County, Florida.

9. Reservations affecting rights in Oil, Gas or any other Minerals, lying upon or beneath the lands insured hereby, pursuant to that instrument recorded in Official Records Book 952, Page 44, of the Public Records of Okaloosa County, Florida. (No determination has been made as to the current record holder of such mineral interest). Element of coverage 3b of the Florida Form 9 comprehensive Endorsement issued herewith, if any, shall not apply with respect to this item.

10. Rights of adjoining owners in Party Wall(s) located partly on the land and partly on abutting property and rights of such adjoining owners in common, with the owner of the land in the roof of such building and in any appurtenances which are susceptible to common use; together with all liability for maintenance, repair and damage which common use entails.

Note: This policy is of no force and effect unless Schedule A and Schedule B are attached together with any added pages incorporated by reference.

Notice of Privacy Policy

of

Westcor Land Title Insurance Company

Westcor Land Title Insurance Company ("WLTIC") values its customers and is committed to protecting the privacy of personal information. In keeping with that philosophy, we have developed a Privacy Policy, set out below, that will ensure the continued protection of your nonpublic personal information and inform you about the measures WLTIC takes to safeguard that information.

Who is Covered

We provide our Privacy Policy to each customer when they purchase an WLTIC title insurance policy. Generally, this means that the Privacy Policy is provided to the customer at the closing of the real estate transaction.

Information Collected

In the normal course of business and to provide the necessary services to our customers, we may obtain nonpublic personal information directly from the customer, from customer-related transactions, or from third parties such as our title insurance agents, lenders, appraisers, surveyors or other similar entities.

Access to Information

Access to all nonpublic personal information is limited to those employees who have a need to know in order to perform their jobs. These employees include, but are not limited to, those in departments such as legal, underwriting, claims administration and accounting.

Information Sharing

Generally, WLTIC does not share nonpublic personal information that it collects with anyone other than its policy issuing agents as needed to complete the real estate settlement services and issue its title insurance policy as requested by the consumer. WLTIC may share nonpublic personal information as permitted by law with entities with whom WLTIC has a joint marketing agreement. Entities with whom WLTIC has a joint marketing agreement have agreed to protect the privacy of our customer's nonpublic personal information by utilizing similar precautions and security measures as WLTIC uses to protect this information and to use the information for lawful purposes. WLTIC, however, may share information as required by law in response to a subpoena, to a government regulatory agency or to prevent fraud.

Information Security

WLTIC, at all times, strives to maintain the confidentiality and integrity of the personal information in its possession and has instituted measures to guard against its unauthorized access. We maintain physical, electronic and procedural safeguards in compliance with federal standards to protect that information.

The WLTIC Privacy Policy can also be found on WLTIC's website at www.wltic.com

Note: This policy is of no force and effect unless Schedule A and Schedule B are attached together with any added pages incorporated by reference.

WESTCOR LAND TITLE INSURANCE COMPANY
AMERICAN LAND TITLE ASSOCIATION COMMITMENT
(With Florida Modifications 8-1-16)

Transaction Identification Data for reference only:
State: **Florida** County: **Okaloosa**
Property Address: **601 Sandalwood Dr Destin 32541**

Plant File #: 18-53610	Reinsurance #:	Agent File #: v18-2380

Schedule A

1. Effective Date: **September 25, 2018 @ 8:00 am**

2. Policy or Policies to be issued:
   a. Owner's Policy — Amount

   City of Destin — **$154,000.00**

   b. Loan Policy — Amount

   2nd Proposed Insured Loan: — Amount

3. The estate or interest in the land described or referred to in this Commitment is:

   Fee Simple

4. Title to the estate or interest in the Land is at the Commitment Date vested in:

   Cynthia C. Putman

5. The land is described as follows:

   See Attached Schedule A Continuation for Legal Description

Countersigned Authorized Signatory

Issued By:
FL1300
Vintage Title & Escrow, Inc.
1234 Airport Road, Unit 108
Destin, FL 32541

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions.

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WESTCOR LAND TITLE INSURANCE COMPANY
AMERICAN LAND TITLE ASSOCIATION COMMITMENT
(With Florida Modifications 8-1-16)

Schedule A, Continuation Page

All of Lot 30, and the West 15.58 feet of the North 100.00 feet and the West 12.00 feet of the South 20.00 feet of Lot 29, Sandalwood Manor Townhomes First Addition, according to the Plat thereof, recorded in Plat Book 6, Page(s) 93, of the Public Records of Okaloosa County, Florida.

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions.

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WESTCOR LAND TITLE INSURANCE COMPANY
AMERICAN LAND TITLE ASSOCIATION COMMITMENT
(With Florida Modifications 8-1-16)

Schedule B - Section 1

All of the following Requirements must be met:

1. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

    a. Warranty Deed from Cynthia C. Putman to City of Destin conveying the land described under Schedule "A".

    NOTE: Spouse of individual(s), if any, to join in the above required instrument(s) OR the document must state that captioned property is not the homestead of the grantor/mortgagor.

2. Pay the agreed amount for the estate or interest to be insured.

3. Payment of all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable.

4. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed; that contractor, subcontractors, labor and materialmen are all paid.

5. Exceptions 3 and 4 of Schedule B - Section 2 of this commitment may be amended in or deleted from the policy to be issued if a survey, satisfactory to the Company, is furnished to Company.

6. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.

7. Pay the premiums, fees, and charges for the Policy to the Company.

8. Release or Satisfaction of Mortgage executed by Cynthia C. Putman, a single woman in favor of Charles R. Watson and wife, Corinne H. Watson, given to secure the original principal sum of $50,000.00, dated March 16, 2004 and recorded in Official Records Book 2515, Page 4940, of the Public Records of Okaloosa County, Florida.

9. Release or Satisfaction of Mortgage executed by Cynthia C. Putman, unmarried in favor of AmSouth Bank, given to secure the original principal sum of $70,000.00, dated May 25, 2004 and recorded in Official Records Book 2542, Page 3159, of the Public Records of Okaloosa County, Florida.

NOTE: Real Estate Taxes for the year 2017 were paid in the amount of $328.30; Assessed Value $51,952.00; Gross Amount $339.59; Exemptions: Yes ; Folio No.: 00-2S-22-2167-0000-0300. Note: Taxes are being paid in installments.

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WESTCOR LAND TITLE INSURANCE COMPANY
AMERICAN LAND TITLE ASSOCIATION COMMITMENT
(With Florida Modifications 8-1-16)

NOTE: FOR INFORMATIONAL PURPOSES ONLY: The following constitutes a 24 month Chain of Title preceding the effective date hereof and constitutes conveyances and transfers of ownership only:

1. Warranty Deed recorded March 17, 2004 in Official Records Book 2515, Page 4939, of the Public Records of Okaloosa County, Florida.

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WESTCOR LAND TITLE INSURANCE COMPANY
AMERICAN LAND TITLE ASSOCIATION COMMITMENT
(With Florida Modifications 8-1-16)

Schedule B - Section 2

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. **Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.**

2. **Rights or claims of parties in possession not shown by the Public Records.**

3. **Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments on the Land of existing improvements located on the adjoined land.**

4. **Easements or claims of easements not shown by the Public Records**

5. **Taxes or special assessments which are not shown as existing liens by the public records.**

6. **Taxes and assessments for the year 2018 and subsequent years, which are not yet due and payable.**

7. Restrictions, reservations, setbacks and easements, if any, as indicated and/or shown on that certain Plat recorded in Plat Book 6, at Page(s) 93, of the Public Records of Okaloosa County, Florida.

8. Restrictions, covenants, condition, reservations and easements (deleting therefrom restrictions indicating any preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin), recorded in Official Records Book 1126, Page 1, as amended in Official Records Book 1150, Page 1438, as may be further amended, of the Public Records of Okaloosa County, Florida.

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9. Easement in favor of Gulf Power Company recorded in Official Records Book 1159, Page 1962, of the Public Records of Okaloosa County, Florida.

10. Reservations affecting rights in Oil, Gas or any other Minerals, lying upon or beneath the lands insured hereby, pursuant to that instrument recorded in Official Records Book 952, Page 44, of the Public Records of Okaloosa County, Florida. (No determination has been made as to the current record holder of such mineral interest). Element of coverage 3b of the Florida Form 9 comprehensive Endorsement issued herewith, if any, shall not apply with respect to this item.

11. Rights of adjoining owners in Party Wall(s) located partly on the land and partly on abutting property and rights of such adjoining owners in common, with the owner of the land in the roof of such building and in any appurtenances which are susceptible to common use; together with all liability for maintenance, repair and damage which common use entails.

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Prepared By and Return To:
Vintage Title & Escrow
1234 Airport Road, Suite 108
Destin, FL 32541

File No. 18-2380

Property Appraiser's Parcel I.D. (folio) Number(s)
00-2S-22-2167-0000-0300

Inst. #3267361 Bk: 3390 Pg: 4819
Page 1 of 2 Recorded: 3/27/2019 3:38 PM
RECORDING ARTICLE V: $8.00 RECORDING: $10.50
D Doc Stmp: $1,078.00
DEPUTY CLERK CBAKER
JD PEACOCK II CLERK OF COURTS,
OKALOOSA COUNTY, FLORIDA

Rec 18.50
1078.00
$1096.50

WARRANTY DEED

THIS WARRANTY DEED dated March 26, 2019, by Cynthia C. Putman an unmarried woman, whose post office address is 12 Ginger Tree Lane, Coronado, CA 98118, hereinafter called the grantor, to City of Destin, Florida, whose post office address is 4200 Indian Bayou Trail, Destin, FL 32541, hereinafter called the grantee:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH: That the grantor, for and in consideration of the sum of $10.00 and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys, and confirms unto the grantee, all the certain land situated in Okaloosa County, Florida, to wit:

All of Lot 30, and the West 15.58 feet of the North 100.00 feet and the West 12.00 feet of the South 20.00 feet of Lot 29, Sandalwood Manor Townhomes First Addition, according to the Plat thereof, recorded in Plat Book 6, Page(s) 93, of the Public Records of Okaloosa County, Florida.

Subject to easements, restrictions, reservations and limitations of record, if any.

TO HAVE AND TO HOLD the same in Fee Simple forever.

AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to: December 31, 2018.

WARRANTY DEED
(Continued)

IN WITNESS WHEREOF, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

(Witness Signature)

VINCE A. GONZALEZ

(Witness Signature)

CLAUDIA AMBROSE

Cynthia C. Putman

Cynthia C. Putman

12 Ginger Tree Lane
(Address)

Coronado, CA 98118
(Address)

STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

I, LUIGI AMBROSE, a Notary Public of the County and State first above written, do hereby certify that Cynthia C Putman, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 25 day of MARCH 2019

Notary Public

My Commission Expires: 11/10/2021

(SEAL)

LUIGI AMBROSE
Notary Public – California
San Diego County
Commission # 2218056
My Comm. Expires Nov 10, 2021

A.

SETTLEMENT STATEMENT

B. TYPE OF LOAN:

1. ☐ FHA 2. ☐ FmHA 3. ☐ CONV. UNINS. 4. ☐ VA 5. ☐ CONV. INS.

6. FILE NUMBER: 18-2155

7. LOAN NUMBER:

8. MORTGAGE INS CASE NUMBER:

C. NOTE: *This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "[POC]" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.*

(18-2155.PFD/18-2155/6)

D. NAME AND ADDRESS OF BUYER:	E. NAME AND ADDRESS OF SELLER:	F. NAME AND ADDRESS OF LENDER:
City of Destin	The Estate of James A LeMaster deceased 2535 Sugar Grove Trail, NE Leland, NC 28451	

G. PROPERTY LOCATION:	H. SETTLEMENT AGENT: 27-0399046 Vintage Title & Escrow, Inc. PLACE OF SETTLEMENT 1234 Airport Rd #108 Destin, Fl. 32541	I. SETTLEMENT DATE:
603 Sandalwood Dr Destin, FL 32541 Okaloosa County, Florida		

J. SUMMARY OF BUYER'S TRANSACTION			K. SUMMARY OF SELLER'S TRANSACTION		
100. GROSS AMOUNT DUE FROM BUYER:			**400. GROSS AMOUNT DUE TO SELLER:**		
101. Contract Sales Price		85,000.00	401. Contract Sales Price		85,000.00
102. Personal Property			402. Personal Property		
103. Settlement Charges to Buyer (Line 1400)		1,565.75	403.		
104.			404.		
105.			405.		
Adjustments For Items Paid By Seller in advance			*Adjustments For Items Paid By Seller in advance*		
106. City/Town Taxes	to		406. City/Town Taxes	to	
107. County Taxes	to		407. County Taxes	to	
108. Assessments	to		408. Assessments	to	
109.			409.		
110.			410.		
111.			411.		
112.			412.		
120. GROSS AMOUNT DUE FROM BUYER		86,565.75	*420. GROSS AMOUNT DUE TO SELLER*		85,000.00
200. AMOUNTS PAID BY OR IN BEHALF OF BUYER:			**500. REDUCTIONS IN AMOUNT DUE TO SELLER:**		
201. Deposit or earnest money			501. Excess Deposit (See Instructions)		
202. Principal Amount of New Loan(s)			502. Settlement Charges to Seller (Line 1400)		
203. Existing loan(s) taken subject to			503. Existing loan(s) taken subject to		
204.			504. Payoff First Mortgage		
205.			505. Payoff Second Mortgage		
206.			506.		
207.			507.		
208.			508.		
209.			509.		
Adjustments For Items Unpaid By Seller			*Adjustments For Items Unpaid By Seller*		
210. City/Town Taxes	to		510. City/Town Taxes	to	
211. County Taxes	to		511. County Taxes	to	
212. Assessments	to		512. Assessments	to	
213.			513.		
214.			514.		
215.			515.		
216.			516.		
217.			517.		
218.			518.		
219.			519.		
220. TOTAL PAID BY/FOR BUYER			*520. TOTAL REDUCTION AMOUNT DUE SELLER*		
300. CASH AT SETTLEMENT FROM/TO BUYER:			**600. CASH AT SETTLEMENT TO/FROM SELLER:**		
301. Gross Amount Due From Buyer (Line 120)		86,565.75	601. Gross Amount Due To Seller (Line 420)		85,000.00
302. Less Amount Paid By/For Buyer (Line 220)		( )	602. Less Reductions Due Seller (Line 520)		( )
303. CASH (X FROM) (TO) BUYER		86,565.75	*603. CASH (X TO) (FROM) SELLER*		85,000.00

The undersigned hereby acknowledge receipt of a completed copy of pages 1&2 of this statement & any attachments referred to herein.

I HAVE CAREFULLY REVIEWED THE HUD-1 SETTLEMENT STATEMENT AND TO THE BEST OF MY KNOWLEDGE AND BELIEF, IT IS A TRUE AND ACCURATE STATEMENT OF ALL RECEIPTS AND DISBURSEMENTS MADE ON MY ACCOUNT OR BY ME IN THIS TRANSACTION. I FURTHER CERTIFY THAT I HAVE RECEIVED A COPY OF THE HUD-1 SETTLEMENT STATEMENT.

Buyer City of Destin

BY:_____

Seller The Estate of James A LeMaster, deceased

BY:_____
Catherine M. LeMaster, Personal Rep.

TO THE BEST OF MY KNOWLEDGE, THE HUD-1 SETTLEMENT STATEMENT WHICH I HAVE PREPARED IS A TRUE AND ACCURATE ACCOUNT OF THE FUNDS WHICH WERE RECEIVED AND HAVE BEEN OR WILL BE DISBURSED BY THE UNDERSIGNED AS PART OF THE SETTLEMENT OF THIS TRANSACTION.

_____
Vintage Title & Escrow, Inc.
Settlement Agent

WARNING: IT IS A CRIME TO KNOWINGLY MAKE FALSE STATEMENTS TO THE UNITED STATES ON THIS OR ANY SIMILAR FORM. PENALTIES UPON CONVICTION CAN INCLUDE A FINE AND IMPRISONMENT. FOR DETAILS SEE: TITLE 18 U.S. CODE SECTION 1001 & SECTION 1010.

L. SETTLEMENT CHARGES

		PAID FROM BUYER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
700. TOTAL COMMISSION Based on Price	$ @ %		
Division of Commission (line 700) as Follows:			
701. $ to			
702. $ to			
703. Commission Paid at Settlement			
704. to			
800. ITEMS PAYABLE IN CONNECTION WITH LOAN			
801. Loan Origination Fee % to			
802. Loan Discount % to			
803. Appraisal Fee to			
804. Credit Report to			
805. Lender's Inspection Fee to			
806. Mortgage Ins. App. Fee to			
807. Assumption Fee to			
808.			
809.			
810.			
811.			
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE			
901. Interest From to @ $ /day (days %)			
902. Mortgage Insurance Premium for months to			
903. Hazard Insurance Premium for years to			
904.			
905.			
1000. RESERVES DEPOSITED WITH LENDER			
1001. Hazard Insurance	months @ $ per month		
1002. Mortgage Insurance	months @ $ per month		
1003. City/Town Taxes	months @ $ per month		
1004. County Taxes	months @ $ per month		
1005. Assessments	months @ $ per month		
1006.	months @ $ per month		
1007.	months @ $ per month		
1008.	months @ $ per month		
1100. TITLE CHARGES			
1101. Settlement or Closing Fee	to Vintage Title & Escrow, Inc.	350.00	
1102. Abstract or Title Search	to Westcor Land Title Insurance Company	85.00	
1103. Title Examination	to		
1104. Courier/Express/Wire Fee	to		
1105. Document Preparation	to		
1106. Notary Fees	to		
1107. Attorney's Fees	to		
(includes above item numbers:	)		
1108. Title Insurance	to Westcor Land Title Insurance Company	488.75	
(includes above item numbers:	)		
1109. Lender's Coverage	$		
1110. Owner's Coverage	$ 85,000.00 488.75		
1111.			
1112.			
1113.			
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES			
1201. Recording Fees: Deed $ 18.50 ; Mortgage $;	Releases $	18.50	
1202. City/County Tax/Stamps: Deed	; Mortgage		
1203. State Tax/Stamps: Deed 595.00	; Mortgage	595.00	
1204. Intangible Stamps	Clerk of Court		
1205. Record CMA/AONH	to Clerk of Court	28.50	
1300. ADDITIONAL SETTLEMENT CHARGES			
1301. Survey	to		
1302. Pest Inspection	to		
1303.			
1304.			
1305.			
1400. TOTAL SETTLEMENT CHARGES (Enter on Lines 103, Section J and 502, Section K)		1,565.75	

Vintage Title & Escrow, Inc., Settlement Agent

Certified True Copy

The undersigned hereby acknowledge receipt of a completed copy of pages 1&2 of this statement & any attachments referred to herein.
I HAVE CAREFULLY REVIEWED THE HUD-1 SETTLEMENT STATEMENT AND TO THE BEST OF MY KNOWLEDGE AND BELIEF, IT IS A TRUE AND ACCURATE STATEMENT OF ALL RECEIPTS AND DISBURSEMENTS MADE ON MY ACCOUNT OR BY ME IN THIS TRANSACTION. I FURTHER CERTIFY THAT I HAVE RECEIVED A COPY OF THE HUD-1 SETTLEMENT STATEMENT.

Buyer City of Destin

BY:_____

Seller The Estate of James A LeMaster, deceased

BY:_____
Catherine M. LeMaster, Personal Rep.

TO THE BEST OF MY KNOWLEDGE, THE HUD-1 SETTLEMENT STATEMENT WHICH I HAVE PREPARED IS A TRUE AND ACCURATE ACCOUNT OF THE FUNDS WHICH WERE RECEIVED AND HAVE BEEN OR WILL BE DISBURSED BY THE UNDERSIGNED AS PART OF THE SETTLEMENT OF THIS TRANSACTION.

Vintage Title & Escrow, Inc., Settlement Agent

WARNING: IT IS A CRIME TO KNOWINGLY MAKE FALSE STATEMENTS TO THE UNITED STATES ON THIS OR ANY SIMILAR FORM. PENALTIES UPON CONVICTION CAN INCLUDE A FINE AND IMPRISONMENT. FOR DETAILS SEE: TITLE 18 U.S. CODE SECTION 1001 & SECTION 1010.

CITY OF DESTIN
OFFER AND PURCHASE AGREEMENT

AGENCY:	City of Destin
PROJECT:	Destin Connector
COUNTY:	Okaloosa
PARCEL NO.:	603 Sandalwood

Seller: Heirs of James A. and Alice LeMaster
Buyer: City of Destin

Buyer and Seller hereby agree that Seller shall sell and Buyer shall buy the following described property pursuant to the following terms and conditions.

I. Description of Property

(a) Real property described as: Property Tax ID No. 00-2S-22-2167-0000-0280

(b) Estate being purchased:
- ☑ Fee Simple
- ☐ Permanent Easement
- ☐ Temporary Easement
- ☐ Leasehold

(c) Buildings, Structures, Fixtures, and Other Improvements: 1,981 SF; 1,184 SF Attached SFR; concrete driveway, wood privacy fence and utility connections – Total Acquisition.

(d) Personal property described as: None.

(e) Outdoor Advertising Structure(s) Permit Number(s): None.

Property owned by others described as: None.
is **NOT** included in this agreement. A separate offer is being, or has been, made for this property.

II. PURCHASE PRICE

(a) **Real Property**

Land/Improvements	1. $	85,000.00
Real Estate Damages	2. $	0.00
(Severance/Cost-to-Cure)		0.00
Incentive Offer	3. $	0.00
Total Real Property	**4. $**	85,000.00
(b) **Total Personal Property**	**5. $**	0.00
Total Purchase Price (Add lines **4** and **5**)	$	85,000.00
(c) Portion of Total Purchase Price to be paid to Seller by Buyer at Closing.	$	85,000.00
(d) Portion of Total Purchase Price to be paid to Seller by Buyer upon surrender of possession.	$	0.00

Buyer hereby represents to Seller that this offer is not less than Buyer's estimate of market value.

III. Conditions and Limitations

(a) Seller is responsible for all taxes due on the property up to, but not including, the day of closing.

(b) Seller is responsible for delivering marketable title to Buyer. Marketable title shall be determined according to applicable title standards adopted by the Florida Bar in accordance with Florida Law subject only to those exceptions that are acceptable to

Buyer. Seller shall be liable for any encumbrances not disclosed in the public records or arising after closing as a result of actions of the Seller.

(c) Seller shall maintain the property described in **Section I** of this agreement in the same condition existing on the date of this agreement, except for reasonable wear and tear.

(d) Any occupancy of the property described in **Section I** of this agreement by Seller extending beyond the day of closing must be authorized, in writing, by Buyer.

(e) The property described in **Section I** of this agreement is being acquired by Buyer for transportation purposes under threat of condemnation pursuant to **Section 337.25 Florida Statutes**.

(f) Pursuant to **Rule 14-10.004, Florida Administrative Code**, Seller shall deliver completed **Outdoor Advertising Permit Cancellation(s) Form(s), Form Number 575-070-12,** executed by the outdoor advertising permit holder(s) for any outdoor advertising structure(s) described in **Section I** of this agreement and shall surrender, or account for, the outdoor advertising permit tag(s) prior to or upon receiving payment for the outdoor advertising structure(s).

(g) Seller agrees that the real property described in **Section I** of this agreement shall be conveyed to Buyer by conveyance instrument(s) acceptable to Buyer.

(h) Seller and Buyer agree that this purchase agreement represents the full and final agreement and no agreements or representations, shall be binding on the parties.

(i) Other:

IV. Closing Date

The closing will occur no later than 60 days after Final Agency Acceptance and approval by City of Destin, FL.

V. There are no handwritten or typewritten provisions inserted herein or attached hereto.

VI. Seller and Buyer hereby acknowledge and agree that their signatures as Seller and Buyer below constitute their acceptance of this agreement as a binding real estate contract.

Seller(s)

Catherine Le Master, Exec 9/26/17
Signature Date

Catherine Le Master
Type or Print Name under signature

Signature Date

Type or Print Name under signature

Buyer

City of Destin

BY: _____
Signature Date

City of Destin Consultant Agent

VII. FINAL AGENCY ACCEPTANCE

The Buyer has granted final agency acceptance this _____ day of _____, 2017 .

BY: _____
Signature Date

Type or Print Name and Title under signature

This document delivered by _____
Date

This document received by _____
Date

SIGNATURE ADDENDUM

SELLER(S):

Signature Date	Signature Date
Type or Print Name under signature	Type or Print Name under signature
Signature Date	Signature Date
Type or Print Name under signature	Type or Print Name under signature
Signature Date	Signature Date
Type or Print Name under signature	Type or Print Name under signature
Signature Date	Signature Date
Type or Print Name under signature	Type or Print Name under signature
Signature Date	Signature Date
Type or Print Name under signature	Type or Print Name under signature

1234 Airport Road, Unit 108
Destin, Florida 32541
Phone: (850) 460-2027
Facsimile: (850) 460-2035

PRIVACY POLICY

Vintage Title & Escrow, Inc. (Company) collects NPI (Non-Public Information) from the following sources:

(1) Information received from customers on applications or other forms.
(2) Information about customer transactions with the Company, its affiliates, or others.
(3) Information received from a consumer reporting agency.

Company restricts access to NPI to those Applicable Parties who need to know that information to provide products or services to customers. The Company maintains physical, electronic, and procedural safeguards that comply with federal regulations to guard NPI.

Our employees are bound by our Code of Conduct and Privacy policies to access personal consumer information for legitimate business purposes only and to safeguard confidential information about you.

I/We have received a copy this ____ day of MAY 2018

City of Destin, Florida

Carisse LeJeune, City Manager

The Estate of James A LeMaster

Catherine M LeMaster, Personal Representative

COMPLIANCE AND TAX PRORATION AGREEMENT
(Continued)

WeunderstandthatWestcorLandTitleInsuranceCompanyisrelyingonthestatementscontainedhereintocompute theappropriateamountfortheLender'sescrowaccount.Theclosingagentwillnotbeliableforanyshortagesinthe escrow amount.

Buyer(s)

City of Destin, Florida

BY:_____
Carisse Lejeune, City Manager

Seller(s)

The Estate of James A LeMaster, deceased

BY:_____
Catherine M. LeMaster, Personal Rep.

Prepared By and Return To:
Vintage Title & Escrow, Inc.
1234 Airport Rd #108
Destin, Fl. 32541

File No. 18-2155

Property Appraiser's Parcel I.D. (folio) Number(s)
00-2S-22-2167-0000-0280

COMPLIANCE AND TAX PRORATION AGREEMENT

RE: Closing Date: May 14, 2018
Buyer(s): City of Destin, Florida
Property Address: 603 Sandalwood Dr, Destin, FL, 32541
File No.: 18-2155

We, the undersigned Buyers & Sellers herein acknowledge the following as conditions of the above referenced transaction:

1. The undersigned parties will fully cooperate if adjustment for clerical errors on any or all closing documentation is necessary and will sign such additional documents as are necessary to correct such errors.

2. Calculations of payoff figures, or principal balance and escrow account balances and/or proration, was based on information, either obtained orally or in writing from your existing lender(s). The closing agent will not be liable for miscalculations as a result of errors made by the lender(s). If there is/are discrepancies between the figures used in preparing the closing statements, and future information provided by the lender(s) resulting in a demand by the lender(s) for additional funds, owner will, upon request forward said funds forthwith;

3. Consent is hereby given, pursuant to Rule 4-186.008(3) of the Florida Administrative Code, to the placement of the settlement funds for the transaction into an interest bearing account in the name of Vintage Title & Escrow, Inc.. The parties understand the interest earned or other benefits earned, if any, on such account will be the property of Vintage Title & Escrow, Inc.;

4. The undersigned parties understand agree that any shortage in payments made to the debtors as a "courtesy" or "accommodation" payoff, that are not secured by the property (i.e. credit cards, car loans, student loans, etc.) will be the sole responsibility of the borrower.

5. The calculation of the amounts escrowed for taxes as reflected on the closing statement has been made on the basis of an estimated gross tax figure in the amount of $943.72. It is agreed and understood by all parties that any adjustments in the tax proration will be settled outside of closing between the buyer and seller.

6. Seller represents and warrants that all Homeowner and/or Condominium Association dues/fees and/or special assessments are paid in full at time of settlement. Dues/fees are the amount of $NA.

The undersigned Owners of the above referenced property hereinacknowledge they_____have_____have not filed for or received homestead exemption for taxes for the current year.

BUYER / SELLER CERTIFICATION

Buyer: City of Destin, Florida
Seller: The Estate of James A LeMaster, deceased
Lender: CASH
Settlement Agent: Vintage Title & Escrow, Inc.
(850)460-2027
Place of Settlement: 1234 Airport Rd #108
Destin, Fl. 32541
Settlement Date: May 14, 2018
Property Location: 603 Sandalwood Dr
Destin, FL 32541
Okaloosa County, Florida

The Buyer and Seller this date have checked, reviewed and approved the figures appearing on the Disclosure/Settlement Statement (Statement of Actual Costs), consisting of two (2) pages. Buyer acknowledges receipt of the payment of the loan proceeds in full, and Seller acknowledges payment in full of the proceeds due Seller from the settlement.

The Buyer and Seller understand that the tax prorations shown on the Settlement Statement are based off of the previous tax assessment The Buyer and Seller agree to adjust the tax prorations shown on the Settlement Statement when the actual advalorem tax bill is rendered. Seller agrees to forward the next tax bill to Buyer immediately upon receipt of the bill from the tax office. Buyer understands that the next tax bill (even though in the name of the Seller) is the responsibility of the Buyer.

As part of the consideration of this sale, the contract between the parties is by reference incorporated herein and made a part hereof, the terms and conditions contained therein shall survive the closing and shall not merge upon the delivery of the warranty deed.

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

City of Destin, Florida

BY:_____
Carisse Lejeune, City Manager

The Estate of James A LeMaster, deceased

BY:_____
Catherine M. LeMaster, Personal Rep.

To the best of my knowledge, the HUD-1 Settlement Statement which I have prepared is a true and accurate account of the funds which were received and have been or will be disbursed by the undersigned as part of the settlement of this transaction.

_____
Vintage Title & Escrow, Inc.
Settlement Agent

WARNING: It is a crime to knowingly make false statements to the United States on this or any similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 & Section 1010.

L. SETTLEMENT CHARGES

			PAID FROM BUYER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
700. TOTAL COMMISSION Based on Price	$	@ %		
Division of Commission (line 700) as Follows:				
701. $ to				
702. $ to				
703. Commission Paid at Settlement				
704. to				
800. ITEMS PAYABLE IN CONNECTION WITH LOAN				
801. Loan Origination Fee % to				
802. Loan Discount % to				
803. Appraisal Fee to				
804. Credit Report to				
805. Lender's Inspection Fee to				
806. Mortgage Ins. App. Fee to				
807. Assumption Fee to				
808.				
809.				
810.				
811.				
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE				
901. Interest From to @ $ /day (days %)				
902. Mortgage Insurance Premium for months to				
903. Hazard Insurance Premium for years to				
904.				
905.				
1000. RESERVES DEPOSITED WITH LENDER				
1001. Hazard Insurance		months @ $ per month		
1002. Mortgage Insurance		months @ $ per month		
1003. City/Town Taxes		months @ $ per month		
1004. County Taxes		months @ $ per month		
1005. Assessments		months @ $ per month		
1006.		months @ $ per month		
1007.		months @ $ per month		
1008.		months @ $ per month		
1100. TITLE CHARGES				
1101. Settlement or Closing Fee	to Vintage Title & Escrow, Inc.		350.00	
1102. Abstract or Title Search	to Westcor Land Title Insurance Company		85.00	
1103. Title Examination	to			
1104. Courier/Express/Wire Fee	to			
1105. Document Preparation	to			
1106. Notary Fees	to			
1107. Attorney's Fees	to			
(includes above item numbers:		)		
1108. Title Insurance	to Westcor Land Title Insurance Company		488.75	
(includes above item numbers:		)		
1109. Lender's Coverage	$			
1110. Owner's Coverage	$ 85,000.00	488.75		
1111.				
1112.				
1113.				
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES				
1201. Recording Fees: Deed $ 18.50	; Mortgage $;	Releases $	18.50	
1202. City/County Tax/Stamps: Deed	; Mortgage			
1203. State Tax/Stamps: Deed	595.00 ; Mortgage		595.00	
1204. Intangible Stamps	Clerk of Court			
1205. Record CMA/AONH	to Clerk of Court		28.50	
1300. ADDITIONAL SETTLEMENT CHARGES				
1301. Survey	to Southeastern Survyeing		650.00	
1302. Pest Inspection	to			
1303.				
1304.				
1305.				
1400. TOTAL SETTLEMENT CHARGES (Enter on Lines 103, Section J and 502, Section K)			2,215.75	

Vintage Title & Escrow, Inc., Settlement Agent

Certified True Copy

The undersigned hereby acknowledge receipt of a completed copy of pages 1&2 of this statement & any attachments referred to herein.
I HAVE CAREFULLY REVIEWED THE HUD-1 SETTLEMENT STATEMENT AND TO THE BEST OF MY KNOWLEDGE AND BELIEF, IT IS A TRUE AND ACCURATE STATEMENT OF ALL RECEIPTS AND DISBURSEMENTS MADE ON MY ACCOUNT OR BY ME IN THIS TRANSACTION. I FURTHER CERTIFY THAT I HAVE RECEIVED A COPY OF THE HUD-1 SETTLEMENT STATEMENT.

Buyer City of Destin, Florida

BY: _____
Carisse Lejeune, City Manager

Seller The Estate of James A LeMaster, deceased

BY: _____
Catherine M. LeMaster, Personal Rep.

TO THE BEST OF MY KNOWLEDGE, THE HUD-1 SETTLEMENT STATEMENT WHICH I HAVE PREPARED IS A TRUE AND ACCURATE ACCOUNT OF THE FUNDS WHICH WERE RECEIVED AND HAVE BEEN OR WILL BE DISBURSED BY THE UNDERSIGNED AS PART OF THE SETTLEMENT OF THIS TRANSACTION.

Vintage Title & Escrow, Inc., Settlement Agent

WARNING: IT IS A CRIME TO KNOWINGLY MAKE FALSE STATEMENTS TO THE UNITED STATES ON THIS OR ANY SIMILAR FORM. PENALTIES UPON CONVICTION CAN INCLUDE A FINE AND IMPRISONMENT. FOR DETAILS SEE: TITLE 18 U.S. CODE SECTION 1001 & SECTION 1010.

A.

SETTLEMENT STATEMENT

B. TYPE OF LOAN:
1. ☐ FHA 2. ☐ FmHA 3. ☐ CONV. UNINS. 4. ☐ VA 5. ☐ CONV. INS.

6. FILE NUMBER: 18-2155
7. LOAN NUMBER:
8. MORTGAGE INS CASE NUMBER:

C. NOTE: *This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "[POC]" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.*

(18-2155.PFD/18-2155/9)

D. NAME AND ADDRESS OF BUYER:	E. NAME AND ADDRESS OF SELLER:	F. NAME AND ADDRESS OF LENDER:
City of Destin, Florida 4200 Indian Bayou Trail Destin, FL 32541	The Estate of James A LeMaster deceased 2535 Sugar Grove Trail, NE Leland, NC 28451	CASH

G. PROPERTY LOCATION:	H. SETTLEMENT AGENT: 27-0399046 Vintage Title & Escrow, Inc. PLACE OF SETTLEMENT 1234 Airport Rd #108 Destin, Fl. 32541	I. SETTLEMENT DATE:
603 Sandalwood Dr Destin, FL 32541 Okaloosa County, Florida		May 14, 2018

J. SUMMARY OF BUYER'S TRANSACTION					K. SUMMARY OF SELLER'S TRANSACTION				
100. GROSS AMOUNT DUE FROM BUYER:					**400. GROSS AMOUNT DUE TO SELLER:**				
101. Contract Sales Price				85,000.00	401. Contract Sales Price				85,000.00
102. Personal Property					402. Personal Property				
103. Settlement Charges to Buyer (Line 1400)				2,215.75	403.				
104.					404.				
105.					405.				
Adjustments For Items Paid By Seller in advance					*Adjustments For Items Paid By Seller in advance*				
106. City/Town Taxes		to			406. City/Town Taxes		to		
107. County Taxes		to			407. County Taxes		to		
108. Assessments		to			408. Assessments		to		
109.					409.				
110.					410.				
111.					411.				
112.					412.				
120. GROSS AMOUNT DUE FROM BUYER				87,215.75	*420. GROSS AMOUNT DUE TO SELLER*				85,000.00
200. AMOUNTS PAID BY OR IN BEHALF OF BUYER:					**500. REDUCTIONS IN AMOUNT DUE TO SELLER:**				
201. Deposit or earnest money					501. Excess Deposit (See Instructions)				
202. Principal Amount of New Loan(s)					502. Settlement Charges to Seller (Line 1400)				
203. Existing loan(s) taken subject to					503. Existing loan(s) taken subject to				
204.					504. Payoff First Mortgage				
205.					505. Payoff Second Mortgage				
206.					506.				
207.					507.				
208.					508.				
209.					509.				
Adjustments For Items Unpaid By Seller					*Adjustments For Items Unpaid By Seller*				
210. City/Town Taxes		to			510. City/Town Taxes		to		
211. County Taxes	01/01/18	to	05/14/18	343.88	511. County Taxes	01/01/18	to	05/14/18	343.88
212. Assessments		to			512. Assessments		to		
213.					513.				
214.					514.				
215.					515.				
216.					516.				
217.					517.				
218.					518.				
219.					519.				
220. TOTAL PAID BY/FOR BUYER				343.88	*520. TOTAL REDUCTION AMOUNT DUE SELLER*				343.88
300. CASH AT SETTLEMENT FROM/TO BUYER:					**600. CASH AT SETTLEMENT TO/FROM SELLER:**				
301. Gross Amount Due From Buyer (Line 120)				87,215.75	601. Gross Amount Due To Seller (Line 420)				85,000.00
302. Less Amount Paid By/For Buyer (Line 220)				(343.88)	602. Less Reductions Due Seller (Line 520)				(343.88)
303. CASH (X FROM) (TO) BUYER				86,871.87	*603. CASH (X TO) (FROM) SELLER*				84,656.12

The undersigned hereby acknowledge receipt of a completed copy of pages 1&2 of this statement & any attachments referred to herein.

I HAVE CAREFULLY REVIEWED THE HUD-1 SETTLEMENT STATEMENT AND TO THE BEST OF MY KNOWLEDGE AND BELIEF, IT IS A TRUE AND ACCURATE STATEMENT OF ALL RECEIPTS AND DISBURSEMENTS MADE ON MY ACCOUNT OR BY ME IN THIS TRANSACTION. I FURTHER CERTIFY THAT I HAVE RECEIVED A COPY OF THE HUD-1 SETTLEMENT STATEMENT.

Buyer City of Destin, Florida

BY: _____
Carisse Lejeune, City Manager

Seller The Estate of James A LeMaster, deceased

BY: _____
Catherine M. LeMaster, Personal Rep.

TO THE BEST OF MY KNOWLEDGE, THE HUD-1 SETTLEMENT STATEMENT WHICH I HAVE PREPARED IS A TRUE AND ACCURATE ACCOUNT OF THE FUNDS WHICH WERE RECEIVED AND HAVE BEEN OR WILL BE DISBURSED BY THE UNDERSIGNED AS PART OF THE SETTLEMENT OF THIS TRANSACTION.

_____
Vintage Title & Escrow, Inc.
Settlement Agent

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WESTCOR
LAND TITLE INSURANCE COMPANY

AMERICAN LAND TITLE ASSOCIATION Commitment For Title Insurance
(With Florida Modifications)

ISSUED BY
WESTCOR LAND TITLE INSURANCE COMPANY

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, WESTCOR LAND TITLE INSURANCE COMPANY, a California Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

IN WITNESS WHEREOF, **WESTCOR LAND TITLE INSURANCE COMPANY** has caused its corporate name and seal to be hereunto affixed and by these presents to be signed in facsimile under authority of its by-laws, effective as of the date of Commitment shown in Schedule A.

Issued By:

Vintage Title & Escrow, Inc.

WESTCOR LAND TITLE INSURANCE COMPANY

By: Mary O'Donnell
President

Attest: Patricia H Power
Secretary

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions.

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COMMITMENT CONDITIONS

1. DEFINITIONS

(a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.

(b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.

(c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.

(d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.

(e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.

(f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.

(g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.

(h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

(a) the Notice;

(b) the Commitment to Issue Policy;

(c) the Commitment Conditions;

(d) Schedule A;

(e) Schedule B, Part I—Requirements;

(f) Schedule B, Part II—Exceptions; and

(g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

(a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:

(i) comply with the Schedule B, Part I—Requirements;

(ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or

(iii) acquire the Title or create the Mortgage covered by this Commitment.

(b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.

(c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.

(d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.

(e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
(f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I— Requirements have been met to the satisfaction of the Company.
(g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

(a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
(b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
(c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
(d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
(e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
(f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

WESTCOR LAND TITLE INSURANCE COMPANY
AMERICAN LAND TITLE ASSOCIATION COMMITMENT
(With Florida Modifications 8-1-16)

Transaction Identification Data for reference only:
State: **Florida** County: **Okaloosa**
Property Address: **603 Sandalwood Drive Destin 32541**

Plant File #: 18-15794	Reinsurance #:	Agent File #: V18-2155

Schedule A

1. Effective Date: **March 19, 2018 @ 8:00 am**

2. Policy or Policies to be issued:
   a. Owner's Policy — Amount

   City of Destin — **$85,000.00**

   b. Loan Policy — Amount

   2nd Proposed Insured Loan: — Amount

3. The estate or interest in the land described or referred to in this Commitment is:

   Fee Simple

4. Title to the estate or interest in the Land is at the Commitment Date vested in:

   The Estate of James A. LeMaster, deceased

5. The land is described as follows:

   See Attached Schedule A Continuation for Legal Description

Countersigned Authorized Signatory

Issued By:
FL1300
Vintage Title & Escrow, Inc.
1234 Airport Road, Unit 108
Destin, FL 32541

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions.

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WESTCOR LAND TITLE INSURANCE COMPANY
AMERICAN LAND TITLE ASSOCIATION COMMITMENT
(With Florida Modifications 8-1-16)

Schedule A, Continuation Page

The West 7.79 feet of the North 100.00 feet and the West 6.00 feet of the South 20.00 feet of Lot 28 and the East 8.42 feet of the North 100.00 feet and the East 12.00 feet of the South 20.00 feet of Lot 29, Sandalwood Manor Townhomes First Addition, according to the Plat thereof, recorded in Plat Book 6, Page(s) 93, of the Public Records of Okaloosa County, Florida.

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WESTCOR LAND TITLE INSURANCE COMPANY
AMERICAN LAND TITLE ASSOCIATION COMMITMENT
(With Florida Modifications 8-1-16)

Schedule B - Section 1

All of the following Requirements must be met:

1. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

    a. Personal Representative's Deed from Catherine M. LeMaster, the duly qualified and acting Personal Representative of the Estate of James A. LeMaster, deceased to City of Destin conveying the land.

    NOTE: Spouse of individual(s), if any, to join in the above required instrument(s) OR the document must state that captioned property is not the homestead of the grantor/mortgagor.

2. Pay the agreed amount for the estate or interest to be insured.

3. Payment of all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable.

4. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed; that contractor, subcontractors, labor and materialmen are all paid.

5. Exceptions 3 and 4 of Schedule B - Section 2 of this commitment may be amended in or deleted from the policy to be issued if a survey, satisfactory to the Company, is furnished to Company.

6. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.

7. Pay the premiums, fees, and charges for the Policy to the Company.

8. Affidavit in recordable form making proper reference to the subject property, as to the continuous and uninterrupted marriage of James A. LeMaster and Alice G. LeMaster, from March 3, 1998 through the date of death of Alice G. LeMaster on April 4, 2015.

9. Proof that the land was not the Homestead of James A. LeMaster, deceased at the time of decedent's death.

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WESTCOR LAND TITLE INSURANCE COMPANY
AMERICAN LAND TITLE ASSOCIATION COMMITMENT
(With Florida Modifications 8-1-16)

Schedule B - Section 2

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. **Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.**

2. **Rights or claims of parties in possession not shown by the Public Records.**

3. **Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments on the Land of existing improvements located on the adjoined land.**

4. **Easements or claims of easements not shown by the Public Records**

5. **Taxes or special assessments which are not shown as existing liens by the public records.**

6. **Taxes and assessments for the year 2018 and subsequent years, which are not yet due and payable.**

7. Restrictions, covenants, condition, reservations and easements (deleting therefrom restrictions indicating any preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin), recorded in Official Records Book 1126, Page 1, amended in Official Records Book 1150, Page 1438, of the Public Records of Okaloosa County, Florida.

8. Easement in favor of Gulf Power Company recorded in Official Records Book 1159, Page 1962, of the Public Records of Okaloosa County, Florida.

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions.

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9. Terms, conditions, and provisions of Oil, Gas and Mineral Reservations, recorded in Official Records Book 952, Page 44, of Public Records of Okaloosa County, Florida.

10. Restrictions, reservations, setbacks and easements, if any, as indicated and/or shown on that certain Plat recorded in Plat Book 6, at Page(s) 93, of the Public Records of Okaloosa County, Florida.

11. Rights of adjoining owners in Party Wall(s) located partly on the land and partly on abutting property and rights of such adjoining owners in common, with the owner of the land in the roof of such building and in any appurtenances which are susceptible to common use; together with all liability for maintenance, repair and damage which common use entails.

NOTE: Real Estate Taxes for the year 2017 were paid in the amount of $905.97; Assessed Value $72,210.00; Gross Amount $943.72; Exemptions: No ; Folio No.: 00-2S-22-2167-0000-0280.

NOTE: FOR INFORMATIONAL PURPOSES ONLY: The following constitutes a 24 month Chain of Title preceding the effective date hereof and constitutes conveyances and transfers of ownership only:

1. Deed recorded March 5, 1998 in Official Records Book 2132, Page 1889, of the Public Records of Okaloosa County, Florida.

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EXHIBIT "A"

A parcel of land lying in Township 2 South, Range 22 West, Okaloosa County, Florida, being more particularly described as follows:

The West 7.79 feet of the North 100.00 feet and the West 6.00 feet of the South 20.00 feet of Lot 28 and the East 8.42 feet of the North 100.00 feet and the East 12.00 feet of the South 20.00 feet of Lot 29 of Sandalwood Manor Townhomes First Addition, according to the plat thereof as recorded in Plat Book 6, Page 93, Public Records of Okaloosa County, Florida.

Being further described as Okaloosa County Property Tax ID No 00-2S-22-2167-0000-0280, and 603 Sandalwood Drive, Destin, Florida 32541.

WESTCOR
LAND TITLE INSURANCE COMPANY

AMERICAN LAND TITLE ASSOCIATION Commitment For Title Insurance
(With Florida Modifications)

ISSUED BY
WESTCOR LAND TITLE INSURANCE COMPANY

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, WESTCOR LAND TITLE INSURANCE COMPANY, a California Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

IN WITNESS WHEREOF, **WESTCOR LAND TITLE INSURANCE COMPANY** has caused its corporate name and seal to be hereunto affixed and by these presents to be signed in facsimile under authority of its by-laws, effective as of the date of Commitment shown in Schedule A.

Issued By:

Vintage Title & Escrow, Inc.

WESTCOR LAND TITLE INSURANCE COMPANY

By: Mary O'Donnell
President

Attest: Patricia H Power
Secretary

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions.

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COMMITMENT CONDITIONS

1. DEFINITIONS

(a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
(b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
(c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
(d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
(e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
(f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
(g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
(h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:
(a) the Notice;
(b) the Commitment to Issue Policy;
(c) the Commitment Conditions;
(d) Schedule A;
(e) Schedule B, Part I—Requirements;
(f) Schedule B, Part II—Exceptions; and
(g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

(a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
(i) comply with the Schedule B, Part I—Requirements;
(ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
(iii) acquire the Title or create the Mortgage covered by this Commitment.
(b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
(c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
(d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.

(e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
(f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I— Requirements have been met to the satisfaction of the Company.
(g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

(a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
(b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
(c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
(d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
(e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
(f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

WESTCOR LAND TITLE INSURANCE COMPANY
AMERICAN LAND TITLE ASSOCIATION COMMITMENT
(With Florida Modifications 8-1-16)

Transaction Identification Data for reference only:
State: **Florida** County: **Okaloosa**
Property Address: **603 Sandalwood Drive Destin 32541**

Plant File #: 18-15794	Reinsurance #:	Agent File #: V18-2155

Schedule A

1. Effective Date: **March 19, 2018 @ 8:00 am**

2. Policy or Policies to be issued:
   a. Owner's Policy — Amount

   City of Destin — **$85,000.00**

   b. Loan Policy — Amount

   2nd Proposed Insured Loan: — Amount

3. The estate or interest in the land described or referred to in this Commitment is:

   Fee Simple

4. Title to the estate or interest in the Land is at the Commitment Date vested in:

   The Estate of James A. LeMaster, deceased

5. The land is described as follows:

   See Attached Schedule A Continuation for Legal Description

Countersigned Authorized Signatory

Issued By:
FL1300
Vintage Title & Escrow, Inc.
1234 Airport Road, Unit 108
Destin, FL 32541

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions.

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WESTCOR LAND TITLE INSURANCE COMPANY
AMERICAN LAND TITLE ASSOCIATION COMMITMENT
(With Florida Modifications 8-1-16)

Schedule A, Continuation Page

The West 7.79 feet of the North 100.00 feet and the West 6.00 feet of the South 20.00 feet of Lot 28 and the East 8.42 feet of the North 100.00 feet and the East 12.00 feet of the South 20.00 feet of Lot 29, Sandalwood Manor Townhomes First Addition, according to the Plat thereof, recorded in Plat Book 6, Page(s) 93, of the Public Records of Okaloosa County, Florida.

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WESTCOR LAND TITLE INSURANCE COMPANY
AMERICAN LAND TITLE ASSOCIATION COMMITMENT
(With Florida Modifications 8-1-16)

Schedule B - Section 1

All of the following Requirements must be met:

1. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

    a. Personal Representative's Deed from Catherine M. LeMaster, the duly qualified and acting Personal Representative of the Estate of James A. LeMaster, deceased to City of Destin conveying the land.

    NOTE: Spouse of individual(s), if any, to join in the above required instrument(s) OR the document must state that captioned property is not the homestead of the grantor/mortgagor.

2. Pay the agreed amount for the estate or interest to be insured.

3. Payment of all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable.

4. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed; that contractor, subcontractors, labor and materialmen are all paid.

5. Exceptions 3 and 4 of Schedule B - Section 2 of this commitment may be amended in or deleted from the policy to be issued if a survey, satisfactory to the Company, is furnished to Company.

6. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.

7. Pay the premiums, fees, and charges for the Policy to the Company.

8. Affidavit in recordable form making proper reference to the subject property, as to the continuous and uninterrupted marriage of James A. LeMaster and Alice G. LeMaster, from March 3, 1998 through the date of death of Alice G. LeMaster on April 4, 2015.

9. Proof that the land was not the Homestead of James A. LeMaster, deceased at the time of decedent's death.

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WESTCOR LAND TITLE INSURANCE COMPANY
AMERICAN LAND TITLE ASSOCIATION COMMITMENT
(With Florida Modifications 8-1-16)

Schedule B - Section 2

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. **Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.**

2. **Rights or claims of parties in possession not shown by the Public Records.**

3. **Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments on the Land of existing improvements located on the adjoined land.**

4. **Easements or claims of easements not shown by the Public Records**

5. **Taxes or special assessments which are not shown as existing liens by the public records.**

6. **Taxes and assessments for the year 2018 and subsequent years, which are not yet due and payable.**

7. Restrictions, covenants, condition, reservations and easements (deleting therefrom restrictions indicating any preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin), recorded in Official Records Book 1126, Page 1, amended in Official Records Book 1150, Page 1438, of the Public Records of Okaloosa County, Florida.

8. Easement in favor of Gulf Power Company recorded in Official Records Book 1159, Page 1962, of the Public Records of Okaloosa County, Florida.

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9. Terms, conditions, and provisions of Oil, Gas and Mineral Reservations, recorded in Official Records Book 952, Page 44, of Public Records of Okaloosa County, Florida.

10. Restrictions, reservations, setbacks and easements, if any, as indicated and/or shown on that certain Plat recorded in Plat Book 6, at Page(s) 93, of the Public Records of Okaloosa County, Florida.

11. Rights of adjoining owners in Party Wall(s) located partly on the land and partly on abutting property and rights of such adjoining owners in common, with the owner of the land in the roof of such building and in any appurtenances which are susceptible to common use; together with all liability for maintenance, repair and damage which common use entails.

NOTE: Real Estate Taxes for the year 2017 were paid in the amount of $905.97; Assessed Value $72,210.00; Gross Amount $943.72; Exemptions: No ; Folio No.: 00-2S-22-2167-0000-0280.

NOTE: FOR INFORMATIONAL PURPOSES ONLY: The following constitutes a 24 month Chain of Title preceding the effective date hereof and constitutes conveyances and transfers of ownership only:

1. Deed recorded March 5, 1998 in Official Records Book 2132, Page 1889, of the Public Records of Okaloosa County, Florida.

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ANCHORS ◆ SMITH ◆ GRIMSLEY
A PROFESSIONAL LIMITED COMPANY
ATTORNEYS AND COUNSELORS AT LAW
909 MAR WALT DRIVE, SUITE 1014
FORT WALTON BEACH, FL 32547-6711
(850) 863-4064 (850) 862-1138 FAX (850) 664-5728 FAX
WWW.ASGLEGAL.COM

C. LEDON ANCHORS
STEVEN B. BAUMAN*
C. JEFFREY MCINNIS
RICHARD P. PETERMANN+
TIMOTHY W. SHAW

* FLORIDA SUPREME COURT CERTIFIED CIRCUIT AND APPELLATE MEDIATOR
+ ALSO ADMITTED IN WYOMING & ALABAMA

MICHAEL A. FLOWERS**
SHIRAZ A. HOSEIN
N. GRESHAM FOSTER, L.L.M.
KYLE S. BAUMAN
MICHAEL R. GOODSON++

** FORMER CIRCUIT JUDGE
++ FLORIDA SUPREME COURT CERTIFIED FAMILY LAW MEDIATOR

May 1, 2023

Via FEDEX

The City of Destin, Florida, a Florida municipal corporation
4200 Indian Bayou Trail
Destin, FL 32541
Attn: Jeff Cozadd/ Projects/Grants/ Contracts Manager

RE: 604 Sandalwood Dr., Destin, FL 32541
Seller: Frances Evans Poston. Our File# 23-0036CJM

Dear Mr. Cozadd ,

Enclosed please find the following documents concerning the above referenced real property closing :

1. Original Owner's Policy # 50184912-0015655e.
2. Original Recorded Warranty Deed.
3. Original Bill of Sale.

It was a pleasure assisting The City of Destin with this transaction. Should you have any questions, or if we can provide you with any assistance in the future please give us a call. Congratulations on your purchase!!!

Sincerely,
ANCHORS SMITH GRIMSLEY, PLC

Jill Bryant
Real Estate Closing Administrator for
C. Jeffrey McInnis, Esq.
Direct line: 850-362-7217
Email: jbryant@asglegal.com
Enclosures

Transaction Identification Data, for which the Company assumes no liability as set forth in Condition 9.d.:
Issuing Agent: First American Title Insurance Company
Issuing Office: PO Box 776123, Chicago, IL 60677-6124
Issuing Office's ALTA® Registry ID:
Issuing Office File Number: 7223-6384837
Property Address: 604 SANDALWOOD DR, DESTIN, FL 32541-2455

SCHEDULE A

Name and Address of Title Insurance Company:
FIRST AMERICAN TITLE INSURANCE COMPANY, 1 First American Way, Santa Ana, California 92707
Customer Reference Number: 23-0036CJM
First American File Number: 7223-6384837
Policy Number: 50184912-0015655e
Amount of Insurance: $195,000.00
Date of Policy: April 26, 2023 at 02:34 p.m

1. The Insured is:

   The City of Destin, Florida, a Florida municipal corporation

2. The estate or interest in the Land insured by this policy is:

   Fee Simple

3. The Title is vested in:

   The City of Destin, Florida, a Florida municipal corporation

4. The Land is described as follows:

   See Exhibit A attached hereto and made a part hereof

Anchors Smith Grimsley, Professional, Limited Company

By: _____
Authorized Signatory

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Exhibit A

Agent File Number: 23-0036CJM
FAST File Number: 7223-6384837

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

Lot 32, less and except the Westerly 6.00 feet thereof, SANDALWOOD MANOR TOWNHOMES FIRST ADDITION, according to the map or plat thereof as recorded in Plat Book 6, Page 93, of the Public Records of Okaloosa County, Florida.

a/k/a

Parcel 32-A

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Customer Reference Number: 23-0036CJM
First American File Number: 7223-6384837

SCHEDULE B

Policy Number: 50184912-0015655e

EXCEPTIONS FROM COVERAGE

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This policy treats any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document are excepted from coverage.

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses resulting from the terms and conditions of any lease or easement identified in Schedule A, and the following matters:

1. Any rights, interests, or claims of parties in possession of the land not shown by the Public Records.

2. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.

3. Any lien, for services, labor, or materials in connection with improvements, repairs or renovations provided before, on, or after Date of Policy, not shown by the Public Records.

4. Any dispute as to the boundaries caused by a change in the location of any water body within or adjacent to the Land prior to Date of Policy, and any adverse claim to all or part of the Land that is, at Date of Policy, or was previously under water.

5. Taxes or special assessments not shown as liens in the Public Records or in the records of the local tax collecting authority, at Date of Policy.

6. Any minerals or mineral rights leased, granted or retained by current or prior owners.

7. Taxes and assessments for the year 2023 and subsequent years, which are not yet due and payable.

8. Easement granted to Gulf Power Company by instrument recorded in Book 1159, Page 1962.

9. Oil, gas and mineral reservations contained in Deed recorded in Book 952, Page 44.

Note: All of the recording information contained herein refers to the Public Records of OKALOOSA County, Florida, unless otherwise indicated. Any reference herein to a Book and Page or Instrument Number is a reference to the Official Record Books of said county, unless indicated to the contrary.

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NOTE: Exception(s) numbered 1, 3, 5 and 6 above is/are hereby deleted.

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Agent File Number: 23-0036CJM
Issuing Office File Number: 7223-6384837

Note: All of the recording information contained herein refers to the Public Records of OKALOOSA County, Florida, unless otherwise indicated. Any reference herein to a Book and Page is a reference to the Official Record Books of said county, unless indicated to the contrary.

Notices - Where Sent

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Company, Attention: Claims Department, 1 First American Way, Santa Ana, CA 92707.

Service, Quality and Availability

First American Title Insurance Company cares about its customers and their ability to obtain information and service on a convenient, timely and accurate basis. A qualified staff of service representatives is dedicated to serving you. A toll-free number is available for your convenience in obtaining information about coverage and to provide assistance in resolving complaints at 1-800-929-7186. Office hours are from 8:30 a.m. through 5:30 p.m. Monday through Friday.

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ALTA OWNER'S POLICY OF TITLE INSURANCE
issued by
FIRST AMERICAN TITLE INSURANCE COMPANY

This policy, when issued by the Company with a Policy Number and the Date of Policy, is valid even if this policy or any endorsement to this policy is issued electronically or lacks any signature.

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at the address shown in Condition 17.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, FIRST AMERICAN TITLE INSURANCE COMPANY, a Nebraska corporation (the "Company"), insures as of the Date of Policy and, to the extent stated in Covered Risks 9 and 10, after the Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. The Title being vested other than as stated in Schedule A.

2. Any defect in or lien or encumbrance on the Title. Covered Risk 2 includes, but is not limited to, insurance against loss from:

a. a defect in the Title caused by:
   i. forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
   ii. the failure of a person or Entity to have authorized a transfer or conveyance;
   iii. a document affecting the Title not properly authorized, created, executed, witnessed, sealed, acknowledged, notarized (including by remote online notarization), or delivered;
   iv. a failure to perform those acts necessary to create a document by electronic means authorized by law;
   v. a document executed under a falsified, expired, or otherwise invalid power of attorney;
   vi. a document not properly filed, recorded, or indexed in the Public Records, including the failure to have performed those acts by electronic means authorized by law;
   vii. a defective judicial or administrative proceeding; or
   viii. the repudiation of an electronic signature by a person that executed a document because the electronic signature on the document was not valid under applicable electronic transactions law.

b. the lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.

c. the effect on the Title of an encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment (including an encroachment of an improvement across the boundary lines of the Land), but only if the encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment would have been disclosed by an accurate and complete land title survey of the Land.

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3. Unmarketable Title.

4. No right of access to and from the Land.

5. A violation or enforcement of a law, ordinance, permit, or governmental regulation (including those relating to building and zoning), but only to the extent of the violation or enforcement described by the enforcing governmental authority in an Enforcement Notice that identifies a restriction, regulation, or prohibition relating to:
a. the occupancy, use, or enjoyment of the Land;
b. the character, dimensions, or location of an improvement on the Land;
c. the subdivision of the Land; or
d. environmental remediation or protection on the Land.

6. An enforcement of a governmental forfeiture, police, regulatory, or national security power, but only to the extent of the enforcement described by the enforcing governmental authority in an Enforcement Notice.

7. An exercise of the power of eminent domain, but only to the extent:
a. of the exercise described in an Enforcement Notice; or
b. the taking occurred and is binding on a purchaser for value without Knowledge.

8. An enforcement of a PACA-PSA Trust, but only to the extent of the enforcement described in an Enforcement Notice.

9. The Title being vested other than as stated in Schedule A, the Title being defective, or the effect of a court order providing an alternative remedy:
a. resulting from the avoidance, in whole or in part, of any transfer of all or any part of the Title to the Land or any interest in the Land occurring prior to the transaction vesting the Title because that prior transfer constituted a:
   i. fraudulent conveyance, fraudulent transfer, or preferential transfer under federal bankruptcy, state insolvency, or similar state or federal creditors' rights law; or
   ii. voidable transfer under the Uniform Voidable Transactions Act; or
b. because the instrument vesting the Title constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar state or federal creditors' rights law by reason of the failure:
   i. to timely record the instrument vesting the Title in the Public Records after execution and delivery of the instrument to the Insured; or
   ii. of the recording of the instrument vesting the Title in the Public Records to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.

10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to the Date of Policy and prior to the recording of the deed or other instrument vesting the Title in the Public Records.

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DEFENSE OF COVERED CLAIMS

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this policy, but only to the extent provided in the Conditions.

First American Title Insurance Company

Kenneth D. DeGiorgio, President

Greg L. Smith, Secretary

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EXCLUSIONS FROM COVERAGE

The following matters are excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
   i. the occupancy, use, or enjoyment of the Land;
   ii. the character, dimensions, or location of any improvement on the Land;
   iii. the subdivision of land; or
   iv. environmental remediation or protection.
   b. any governmental forfeiture, police, regulatory, or national security power.
   c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.

   Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.

2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.

3. Any defect, lien, encumbrance, adverse claim, or other matter:
   a. created, suffered, assumed, or agreed to by the Insured Claimant;
   b. not Known to the Company, not recorded in the Public Records at the Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   c. resulting in no loss or damage to the Insured Claimant;
   d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or
   e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.

4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:
   a. fraudulent conveyance or fraudulent transfer;
   b. voidable transfer under the Uniform Voidable Transactions Act; or
   c. preferential transfer:
      i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
      ii. for any other reason not stated in Covered Risk 9.b.

5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.

6. Any lien on the Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.

7. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

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CONDITIONS

1. DEFINITION OF TERMS

In this policy, the following terms have the meanings given to them below. Any defined term includes both the singular and the plural, as the context requires:

a. "Affiliate": An Entity:
   i. that is wholly owned by the Insured;
   ii. that wholly owns the Insured; or
   iii. if that Entity and the Insured are both wholly owned by the same person or entity.

b. "Amount of Insurance": The Amount of Insurance stated in Schedule A, as may be increased by Condition 8.d. or decreased by Condition 10 or 11; or increased or decreased by endorsements to this policy.

c. "Date of Policy": The Date of Policy stated in Schedule A.

d. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.

e. "Enforcement Notice": A document recorded in the Public Records that describes any part of the Land and:
   i. is issued by a governmental agency that identifies a violation or enforcement of a law, ordinance, permit, or governmental regulation;
   ii. is issued by a holder of the power of eminent domain or a governmental agency that identifies the exercise of a governmental power; or
   iii. asserts a right to enforce a PACA PSA Trust.

f. "Entity": A corporation, partnership, trust, limited liability company, or other entity authorized by law to own title to real property in the State where the Land is located.

g. "Insured":
   i. (a). The Insured named in Item 1 of Schedule A;
      (b). the successor to the Title of an Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
      (c). the successor to the Title of an Insured resulting from dissolution, merger, consolidation, distribution, or reorganization;
      (d). the successor to the Title of an Insured resulting from its conversion to another kind of Entity; or
      (e). the grantee of an Insured under a deed or other instrument transferring the Title, if the grantee is:
         (1). an Affiliate;
         (2). a trustee or beneficiary of a trust created by a written instrument established for estate planning purposes by an Insured;
         (3). a spouse who receives the Title because of a dissolution of marriage;
         (4). a transferee by a transfer effective on the death of an Insured as authorized by law; or
         (5). another Insured named in Item 1 of Schedule A.
   ii. The Company reserves all rights and defenses as to any successor or grantee that the Company would have had against any predecessor Insured.

h. "Insured Claimant": An Insured claiming loss or damage arising under this policy.

i. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.

j. "Land": The land described in Item 4 of Schedule A and improvements located on that land at the Date of Policy that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is insured by this policy.

k. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security

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instrument, including one evidenced by electronic means authorized by law.

l. "PACA-PSA Trust": A trust under the federal Perishable Agricultural Commodities Act or the federal Packers and Stockyards Act or a similar State or federal law.

m. "Public Records": The recording or filing system established under State statutes in effect at the Date of Policy under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.

n. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.

o. "Title": The estate or interest in the Land identified in Item 2 of Schedule A.

p. "Unmarketable Title": The Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or a lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF COVERAGE

This policy continues as of the Date of Policy in favor of an Insured, so long as the Insured:

a. retains an estate or interest in the Land;

b. owns an obligation secured by a purchase money Mortgage given by a purchaser from the Insured; or

c. has liability for warranties given by the Insured in any transfer or conveyance of the Insured's Title.

Except as provided in Condition 2, this policy terminates and ceases to have any further force or effect after the Insured conveys the Title. This policy does not continue in force or effect in favor of any person or entity that is not the Insured and acquires the Title or an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured must notify the Company promptly in writing if the Insured has Knowledge of:

a. any litigation or other matter for which the Company may be liable under this policy; or

b. any rejection of the Title as Unmarketable Title.

If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under this policy is reduced to the extent of the prejudice.

4. PROOF OF LOSS

The Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, adverse claim, or other matter insured against by this policy that constitutes the basis of loss or damage and must state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

a. Upon written request by the Insured and subject to the options contained in Condition 7, the Company, at its own cost and without unreasonable delay, will provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company has the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those covered causes of action. The Company is not liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of any cause of action that alleges matters not insured against by this policy.

b. The Company has the right, in addition to the options contained in Condition 7, at its own cost, to institute and prosecute any action or proceeding or to do any other act that, in its opinion, may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy,

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whether or not it is liable to the Insured. The Company's exercise of these rights is not an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under Condition 5.b., it must do so diligently.

c. When the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court having jurisdiction. The Company reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

a. When this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured will secure to the Company the right to prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose.

When requested by the Company, the Insured, at the Company's expense, must give the Company all reasonable aid in:

i. securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement; and

ii. any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter, as insured.

If the Company is prejudiced by any failure of the Insured to furnish the required cooperation, the Company's liability and obligations to the Insured under this policy terminate, including any obligation to defend, prosecute, or continue any litigation, regarding the matter requiring such cooperation.

b. The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos, whether bearing a date before or after the Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant must grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all the records in the custody or control of a third party that reasonably pertain to the loss or damage. No information designated in writing as confidential by the Insured Claimant provided to the Company pursuant to Condition 6 will be later disclosed to others unless, in the reasonable judgment of the Company, disclosure is necessary in the administration of the claim or required by law. Any failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in Condition 6.b., unless prohibited by law, terminates any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company has the following additional options:

a. *To Pay or Tender Payment of the Amount of Insurance*

To pay or tender payment of the Amount of Insurance under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

Upon the exercise by the Company of this option provided for in Condition 7.a., the Company's liability and obligations to the Insured under this policy terminate, including any obligation to defend, prosecute, or continue any litigation.

b. *To Pay or Otherwise Settle with Parties other than the Insured or with the Insured Claimant*

i. To pay or otherwise settle with parties other than the Insured for or in the name of the Insured Claimant. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

ii. To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to

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the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either option provided for in Condition 7.b., the Company's liability and obligations to the Insured under this policy for the claimed loss or damage terminate, including any obligation to defend, prosecute, or continue any litigation.

8. CONTRACT OF INDEMNITY; DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by an Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy. This policy is not an abstract of the Title, report of the condition of the Title, legal opinion, opinion of the Title, or other representation of the status of the Title. All claims asserted under this policy are based in contract and are restricted to the terms and provisions of this policy. The Company is not liable for any claim alleging negligence or negligent misrepresentation arising from or in connection with this policy or the determination of the insurability of the Title.

a. The extent of liability of the Company for loss or damage under this policy does not exceed the lesser of:
   i. the Amount of Insurance; or
   ii. the difference between the fair market value of the Title, as insured, and the fair market value of the Title subject to the matter insured against by this policy.

b. Except as provided in Condition 8.c. or 8.d., the fair market value of the Title in Condition 8.a.ii. is calculated using the date the Insured discovers the defect, lien, encumbrance, adverse claim, or other matter insured against by this policy.

c. If, at the Date of Policy, the Title to all of the Land is void by reason of a matter insured against by this policy, then the Insured Claimant may, by written notice given to the Company, elect to use the Date of Policy as the date for calculating the fair market value of the Title in Condition 8.a.ii.

d. If the Company pursues its rights under Condition 5.b. and is unsuccessful in establishing the Title, as insured:
   i. the Amount of Insurance will be increased by 15%; and
   ii. the Insured Claimant may, by written notice given to the Company, elect, as an alternative to the dates set forth in Condition 8.b. or, if it applies, 8.c., to use either the date the settlement, action, proceeding, or other act described in Condition 5.b. is concluded or the date the notice of claim required by Condition 3 is received by the Company as the date for calculating the fair market value of the Title in Condition 8.a.ii.

e. In addition to the extent of liability for loss or damage under Conditions 8.a. and 8.d., the Company will also pay the costs, attorneys' fees, and expenses incurred in accordance with Conditions 5 and 7.

9. LIMITATION OF LIABILITY

a. The Company fully performs its obligations and is not liable for any loss or damage caused to the Insured if the Company accomplishes any of the following in a reasonable manner:
   i. removes the alleged defect, lien, encumbrance, adverse claim, or other matter;
   ii. cures the lack of a right of access to and from the Land; or
   iii. cures the claim of Unmarketable Title,

   all as insured. The Company may do so by any method, including litigation and the completion of any appeals.

b. The Company is not liable for loss or damage arising out of any litigation, including litigation by the Company or with the Company's consent, until a State or federal court having jurisdiction makes a final, non-appealable determination adverse to the Title.

c. The Company is not liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

d. The Company is not liable for the content of the Transaction Identification Data, if any.

10. REDUCTION OR TERMINATION OF INSURANCE

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance will be reduced by any amount the Company pays under any policy insuring a

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Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after the Date of Policy and which is a charge or lien on the Title, and the amount so paid will be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage are determined in accordance with the Conditions, the Company will pay the loss or damage within 30 days.

13. COMPANY'S RECOVERY AND SUBROGATION RIGHTS UPON SETTLEMENT AND PAYMENT

a. If the Company settles and pays a claim under this policy, it is subrogated and entitled to the rights and remedies of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person, entity, or property to the fullest extent permitted by law, but limited to the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant must execute documents to transfer these rights and remedies to the Company. The Insured Claimant permits the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

b. If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company defers the exercise of its subrogation right until after the Insured Claimant fully recovers its loss.

c. The Company's subrogation right includes the Insured's rights to indemnity, guaranty, warranty, insurance policy, or bond, despite any provision in those instruments that addresses recovery or subrogation rights.

14. POLICY ENTIRE CONTRACT

a. This policy together with all endorsements, if any, issued by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy will be construed as a whole. This policy and any endorsement to this policy may be evidenced by electronic means authorized by law.

b. Any amendment of this policy must be by a written endorsement issued by the Company. To the extent any term or provision of an endorsement is inconsistent with any term or provision of this policy, the term or provision of the endorsement controls. Unless the endorsement expressly states, it does not:

   i. modify any prior endorsement,
   ii. extend the Date of Policy,
   iii. insure against loss or damage exceeding the Amount of Insurance, or
   iv. increase the Amount of Insurance.

15. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, this policy will be deemed not to include that provision or the part held to be invalid, but all other provisions will remain in full force and effect.

16. CHOICE OF LAW AND CHOICE OF FORUM

a. *Choice of Law*

The Company has underwritten the risks covered by this policy and determined the premium charged in reliance upon the State law affecting interests in real property and the State law applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the State where the Land is located.

The State law of the State where the Land is located, or to the extent it controls, federal law, will determine the validity of claims against the Title and the interpretation and enforcement of the terms of this policy, without regard to conflicts of law principles to determine the applicable law.

b. *Choice of Forum*

Any litigation or other proceeding brought by the Insured against the Company must be filed only in a State or federal court having jurisdiction.

17. NOTICES

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Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at: **First American Title Insurance Company, Attn: Claims National Intake Center, 5 First American Way, Santa Ana, California 92707. Phone: 888-632-1642 (claims.nic@firstam.com).**

18. ARBITRATION

a. All claims and disputes arising out of or relating to this policy, including any service or other matter in connection with issuing this policy, any breach of a policy provision, or any other claim or dispute arising out of or relating to the transaction giving rise to this policy, may be submitted to binding arbitration only when agreed to by both the Company and the Insured. Arbitration must be conducted pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("ALTA Rules"). The ALTA Rules are available online at www.alta.org/arbitration. The ALTA Rules incorporate, as appropriate to a particular dispute, the Consumer Arbitration Rules and Commercial Arbitration Rules of the American Arbitration Association ("AAA Rules"). The AAA Rules are available online at www.adr.org.

b. *If there is a final judicial determination that a request for particular relief cannot be arbitrated in accordance with this Condition 18, then only that request for particular relief may be brought in court. All other requests for relief remain subject to this Condition 18.*

c. Fees will be allocated in accordance with the applicable AAA Rules. The results of arbitration will be binding upon the parties. The arbitrator may consider, but is not bound by, rulings in prior arbitrations involving different parties. The arbitrator is bound by rulings in prior arbitrations involving the same parties to the extent required by law. The arbitrator must issue a written decision sufficient to explain the findings and conclusions on which the award is based. Judgment upon the award rendered by the arbitrator may be entered in any State or federal court having jurisdiction.

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ALTA OWNER'S POLICY OF TITLE INSURANCE
issued by
FIRST AMERICAN TITLE INSURANCE COMPANY

This policy, when issued by the Company with a Policy Number and the Date of Policy, is valid even if this policy or any endorsement to this policy is issued electronically or lacks any signature.

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at the address shown in Condition 17.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, FIRST AMERICAN TITLE INSURANCE COMPANY, a Nebraska corporation (the "Company"), insures as of the Date of Policy and, to the extent stated in Covered Risks 9 and 10, after the Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. The Title being vested other than as stated in Schedule A.

2. Any defect in or lien or encumbrance on the Title. Covered Risk 2 includes, but is not limited to, insurance against loss from:
   a. a defect in the Title caused by:
      i. forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
      ii. the failure of a person or Entity to have authorized a transfer or conveyance;
      iii. a document affecting the Title not properly authorized, created, executed, witnessed, sealed, acknowledged, notarized (including by remote online notarization), or delivered;
      iv. a failure to perform those acts necessary to create a document by electronic means authorized by law;
      v. a document executed under a falsified, expired, or otherwise invalid power of attorney;
      vi. a document not properly filed, recorded, or indexed in the Public Records, including the failure to have performed those acts by electronic means authorized by law;
      vii. a defective judicial or administrative proceeding; or
      viii. the repudiation of an electronic signature by a person that executed a document because the electronic signature on the document was not valid under applicable electronic transactions law.
   b. the lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
   c. the effect on the Title of an encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment (including an encroachment of an improvement across the boundary lines of the Land), but only if the encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment would have been disclosed by an accurate and complete land title survey of the Land.

3. Unmarketable Title.

4. No right of access to and from the Land.

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5. A violation or enforcement of a law, ordinance, permit, or governmental regulation (including those relating to building and zoning), but only to the extent of the violation or enforcement described by the enforcing governmental authority in an Enforcement Notice that identifies a restriction, regulation, or prohibition relating to:
   a. the occupancy, use, or enjoyment of the Land;
   b. the character, dimensions, or location of an improvement on the Land;
   c. the subdivision of the Land; or
   d. environmental remediation or protection on the Land.

6. An enforcement of a governmental forfeiture, police, regulatory, or national security power, but only to the extent of the enforcement described by the enforcing governmental authority in an Enforcement Notice.

7. An exercise of the power of eminent domain, but only to the extent:
   a. of the exercise described in an Enforcement Notice; or
   b. the taking occurred and is binding on a purchaser for value without Knowledge.

8. An enforcement of a PACA-PSA Trust, but only to the extent of the enforcement described in an Enforcement Notice.

9. The Title being vested other than as stated in Schedule A, the Title being defective, or the effect of a court order providing an alternative remedy:
   a. resulting from the avoidance, in whole or in part, of any transfer of all or any part of the Title to the Land or any interest in the Land occurring prior to the transaction vesting the Title because that prior transfer constituted a:
      i. fraudulent conveyance, fraudulent transfer, or preferential transfer under federal bankruptcy, state insolvency, or similar state or federal creditors' rights law; or
      ii. voidable transfer under the Uniform Voidable Transactions Act; or
   b. because the instrument vesting the Title constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar state or federal creditors' rights law by reason of the failure:
      i. to timely record the instrument vesting the Title in the Public Records after execution and delivery of the instrument to the Insured; or
      ii. of the recording of the instrument vesting the Title in the Public Records to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.

10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to the Date of Policy and prior to the recording of the deed or other instrument vesting the Title in the Public Records.

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DEFENSE OF COVERED CLAIMS

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First American Title Insurance Company

Kenneth D. DeGiorgio, President

Lisa W. Cornehl, Secretary

For Reference:

File #: 23-0036CJM
Policy #: 50184912-0015655e

Issued By:

Anchors Smith Grimsley, Professional Limited Company
909 Mar Walt Drive, Suite 1014
Fort Walton Beach, FL 32547

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EXCLUSIONS FROM COVERAGE

The following matters are excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
   i. the occupancy, use, or enjoyment of the Land;
   ii. the character, dimensions, or location of any improvement on the Land;
   iii. the subdivision of land; or
   iv. environmental remediation or protection.
   b. any governmental forfeiture, police, regulatory, or national security power.
   c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.
   Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.

2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.

3. Any defect, lien, encumbrance, adverse claim, or other matter:
   a. created, suffered, assumed, or agreed to by the Insured Claimant;
   b. not Known to the Company, not recorded in the Public Records at the Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   c. resulting in no loss or damage to the Insured Claimant;
   d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or
   e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.

4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:
   a. fraudulent conveyance or fraudulent transfer;
   b. voidable transfer under the Uniform Voidable Transactions Act; or
   c. preferential transfer:
      i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
      ii. for any other reason not stated in Covered Risk 9.b.

5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.

6. Any lien on the Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.

7. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

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CONDITIONS

1. DEFINITION OF TERMS

In this policy, the following terms have the meanings given to them below. Any defined term includes both the singular and the plural, as the context requires:

a. "Affiliate": An Entity:
   i. that is wholly owned by the Insured;
   ii. that wholly owns the Insured; or
   iii. if that Entity and the Insured are both wholly owned by the same person or entity.

b. "Amount of Insurance": The Amount of Insurance stated in Schedule A, as may be increased by Condition 8.d. or decreased by Condition 10 or 11; or increased or decreased by endorsements to this policy.

c. "Date of Policy": The Date of Policy stated in Schedule A.

d. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.

e. "Enforcement Notice": A document recorded in the Public Records that describes any part of the Land and:
   i. is issued by a governmental agency that identifies a violation or enforcement of a law, ordinance, permit, or governmental regulation;
   ii. is issued by a holder of the power of eminent domain or a governmental agency that identifies the exercise of a governmental power; or
   iii. asserts a right to enforce a PACA-PSA Trust.

f. "Entity": A corporation, partnership, trust, limited liability company, or other entity authorized by law to own title to real property in the State where the Land is located.

g. "Insured":
   i. (a). The Insured named in Item 1 of Schedule A;
      (b). the successor to the Title of an Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
      (c). the successor to the Title of an Insured resulting from dissolution, merger, consolidation, distribution, or reorganization;
      (d). the successor to the Title of an Insured resulting from its conversion to another kind of Entity; or
      (e). the grantee of an Insured under a deed or other instrument transferring the Title, if the grantee is:
         (1). an Affiliate;
         (2). a trustee or beneficiary of a trust created by a written instrument established for estate planning purposes by an Insured;
         (3). a spouse who receives the Title because of a dissolution of marriage;
         (4). a transferee by a transfer effective on the death of an Insured as authorized by law; or
         (5). another Insured named in Item 1 of Schedule A.
   ii. The Company reserves all rights and defenses as to any successor or grantee that the Company would have had against any predecessor Insured.

h. "Insured Claimant": An Insured claiming loss or damage arising under this policy.

i. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.

j. "Land": The land described in Item 4 of Schedule A and improvements located on that land at the Date of Policy that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is insured by this policy.

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k. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
l. "PACA-PSA Trust": A trust under the federal Perishable Agricultural Commodities Act or the federal Packers and Stockyards Act or a similar State or federal law.
m. "Public Records": The recording or filing system established under State statutes in effect at the Date of Policy under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
n. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
o. "Title": The estate or interest in the Land identified in Item 2 of Schedule A.
p. "Unmarketable Title": The Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or a lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF COVERAGE

This policy continues as of the Date of Policy in favor of an Insured, so long as the Insured:
a. retains an estate or interest in the Land;
b. owns an obligation secured by a purchase money Mortgage given by a purchaser from the Insured; or
c. has liability for warranties given by the Insured in any transfer or conveyance of the Insured's Title.

Except as provided in Condition 2, this policy terminates and ceases to have any further force or effect after the Insured conveys the Title. This policy does not continue in force or effect in favor of any person or entity that is not the Insured and acquires the Title or an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured must notify the Company promptly in writing if the Insured has Knowledge of:
a. any litigation or other matter for which the Company may be liable under this policy; or
b. any rejection of the Title as Unmarketable Title.

If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under this policy is reduced to the extent of the prejudice.

4. PROOF OF LOSS

The Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, adverse claim, or other matter insured against by this policy that constitutes the basis of loss or damage and must state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

a. Upon written request by the Insured and subject to the options contained in Condition 7, the Company, at its own cost and without unreasonable delay, will provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company has the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those covered causes of action. The Company is not liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of any cause of action that alleges matters not insured against by this policy.
b. The Company has the right, in addition to the options contained in Condition 7, at its own cost, to institute and prosecute any action or proceeding or to do any other act that, in its opinion, may be

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necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it is liable to the Insured. The Company's exercise of these rights is not an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under Condition 5.b., it must do so diligently.

c. When the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court having jurisdiction. The Company reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

a. When this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured will secure to the Company the right to prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose.

When requested by the Company, the Insured, at the Company's expense, must give the Company all reasonable aid in:

i. securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement; and

ii. any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter, as insured.

If the Company is prejudiced by any failure of the Insured to furnish the required cooperation, the Company's liability and obligations to the Insured under this policy terminate, including any obligation to defend, prosecute, or continue any litigation, regarding the matter requiring such cooperation.

b. The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos, whether bearing a date before or after the Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant must grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all the records in the custody or control of a third party that reasonably pertain to the loss or damage. No information designated in writing as confidential by the Insured Claimant provided to the Company pursuant to Condition 6 will be later disclosed to others unless, in the reasonable judgment of the Company, disclosure is necessary in the administration of the claim or required by law. Any failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in Condition 6.b., unless prohibited by law, terminates any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company has the following additional options:

a. *To Pay or Tender Payment of the Amount of Insurance*

To pay or tender payment of the Amount of Insurance under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay. Upon the exercise by the Company of this option provided for in Condition 7.a., the Company's liability and obligations to the Insured under this policy terminate, including any obligation to defend, prosecute, or continue any litigation.

b. *To Pay or Otherwise Settle with Parties other than the Insured or with the Insured Claimant*

i. To pay or otherwise settle with parties other than the Insured for or in the name of the Insured Claimant. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

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ii. To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either option provided for in Condition 7.b., the Company's liability and obligations to the Insured under this policy for the claimed loss or damage terminate, including any obligation to defend, prosecute, or continue any litigation.

8. CONTRACT OF INDEMNITY; DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by an Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy. This policy is not an abstract of the Title, report of the condition of the Title, legal opinion, opinion of the Title, or other representation of the status of the Title. All claims asserted under this policy are based in contract and are restricted to the terms and provisions of this policy. The Company is not liable for any claim alleging negligence or negligent misrepresentation arising from or in connection with this policy or the determination of the insurability of the Title.

a. The extent of liability of the Company for loss or damage under this policy does not exceed the lesser of:
   i. the Amount of Insurance; or
   ii. the difference between the fair market value of the Title, as insured, and the fair market value of the Title subject to the matter insured against by this policy.
b. Except as provided in Condition 8.c. or 8.d., the fair market value of the Title in Condition 8.a.ii. is calculated using the date the Insured discovers the defect, lien, encumbrance, adverse claim, or other matter insured against by this policy.
c. If, at the Date of Policy, the Title to all of the Land is void by reason of a matter insured against by this policy, then the Insured Claimant may, by written notice given to the Company, elect to use the Date of Policy as the date for calculating the fair market value of the Title in Condition 8.a.ii.
d. If the Company pursues its rights under Condition 5.b. and is unsuccessful in establishing the Title, as insured:
   i. the Amount of Insurance will be increased by 15%; and
   ii. the Insured Claimant may, by written notice given to the Company, elect, as an alternative to the dates set forth in Condition 8.b. or, if it applies, 8.c., to use either the date the settlement, action, proceeding, or other act described in Condition 5.b. is concluded or the date the notice of claim required by Condition 3 is received by the Company as the date for calculating the fair market value of the Title in Condition 8.a.ii.
e. In addition to the extent of liability for loss or damage under Conditions 8.a. and 8.d., the Company will also pay the costs, attorneys' fees, and expenses incurred in accordance with Conditions 5 and 7.

9. LIMITATION OF LIABILITY

a. The Company fully performs its obligations and is not liable for any loss or damage caused to the Insured if the Company accomplishes any of the following in a reasonable manner:
   i. removes the alleged defect, lien, encumbrance, adverse claim, or other matter;
   ii. cures the lack of a right of access to and from the Land; or
   iii. cures the claim of Unmarketable Title,

   all as insured. The Company may do so by any method, including litigation and the completion of any appeals.
b. The Company is not liable for loss or damage arising out of any litigation, including litigation by the Company or with the Company's consent, until a State or federal court having jurisdiction makes a final, non-appealable determination adverse to the Title.
c. The Company is not liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.
d. The Company is not liable for the content of the Transaction Identification Data, if any.

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10. REDUCTION OR TERMINATION OF INSURANCE
All payments under this policy, except payments made for costs, attorneys' fees, and expenses, reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE
The Amount of Insurance will be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after the Date of Policy and which is a charge or lien on the Title, and the amount so paid will be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS
When liability and the extent of loss or damage are determined in accordance with the Conditions, the Company will pay the loss or damage within 30 days.

13. COMPANY'S RECOVERY AND SUBROGATION RIGHTS UPON SETTLEMENT AND PAYMENT

a. If the Company settles and pays a claim under this policy, it is subrogated and entitled to the rights and remedies of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person, entity, or property to the fullest extent permitted by law, but limited to the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant must execute documents to transfer these rights and remedies to the Company. The Insured Claimant permits the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

b. If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company defers the exercise of its subrogation right until after the Insured Claimant fully recovers its loss.

c. The Company's subrogation right includes the Insured's rights to indemnity, guaranty, warranty, insurance policy, or bond, despite any provision in those instruments that addresses recovery or subrogation rights.

14. POLICY ENTIRE CONTRACT

a. This policy together with all endorsements, if any, issued by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy will be construed as a whole. This policy and any endorsement to this policy may be evidenced by electronic means authorized by law.

b. Any amendment of this policy must be by a written endorsement issued by the Company. To the extent any term or provision of an endorsement is inconsistent with any term or provision of this policy, the term or provision of the endorsement controls. Unless the endorsement expressly states, it does not:
   i. modify any prior endorsement,
   ii. extend the Date of Policy,
   iii. insure against loss or damage exceeding the Amount of Insurance, or
   iv. increase the Amount of Insurance.

15. SEVERABILITY
In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, this policy will be deemed not to include that provision or the part held to be invalid, but all other provisions will remain in full force and effect.

16. CHOICE OF LAW AND CHOICE OF FORUM

a. *Choice of Law*
The Company has underwritten the risks covered by this policy and determined the premium charged in reliance upon the State law affecting interests in real property and the State law applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the State where the Land is located.

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The State law of the State where the Land is located, or to the extent it controls, federal law, will determine the validity of claims against the Title and the interpretation and enforcement of the terms of this policy, without regard to conflicts of law principles to determine the applicable law.

b. *Choice of Forum*
Any litigation or other proceeding brought by the Insured against the Company must be filed only in a State or federal court having jurisdiction.

17. NOTICES
Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at: **First American Title Insurance Company, Attn: Claims National Intake Center, 5 First American Way, Santa Ana, California 92707. Phone: 888-632-1642 (claims.nic@firstam.com).**

18. ARBITRATION

a. All claims and disputes arising out of or relating to this policy, including any service or other matter in connection with issuing this policy, any breach of a policy provision, or any other claim or dispute arising out of or relating to the transaction giving rise to this policy, may be submitted to binding arbitration only when agreed to by both the Company and the Insured. Arbitration must be conducted pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("ALTA Rules"). The ALTA Rules are available online at www.alta.org/arbitration. The ALTA Rules incorporate, as appropriate to a particular dispute, the Consumer Arbitration Rules and Commercial Arbitration Rules of the American Arbitration Association ("AAA Rules"). The AAA Rules are available online at www.adr.org.

b. *If there is a final judicial determination that a request for particular relief cannot be arbitrated in accordance with this Condition 18, then only that request for particular relief may be brought in court. All other requests for relief remain subject to this Condition 18.*

c. Fees will be allocated in accordance with the applicable AAA Rules. The results of arbitration will be binding upon the parties. The arbitrator may consider, but is not bound by, rulings in prior arbitrations involving different parties. The arbitrator is bound by rulings in prior arbitrations involving the same parties to the extent required by law. The arbitrator must issue a written decision sufficient to explain the findings and conclusions on which the award is based. Judgment upon the award rendered by the arbitrator may be entered in any State or federal court having jurisdiction.

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Recording Fee: $ 18.50
Documentary Stamps: $ 1365.00

E-RECORDED Instr. # 3620012
Okaloosa County, FL
O.R. Book 3672 Page 1952
Date 4/26/2023 Time 2:34 PM

THIS INSTRUMENT PREPARED BY:
C. JEFFREY MCINNIS, Attorney at Law
ANCHORS SMITH GRIMSLEY, PLC
909 Mar Walt Drive, Suite 1014
Fort Walton Beach, Florida 32547
(850) 863-4064
File No. 23-0036CJM

STATE OF FLORIDA)
COUNTY OF OKALOOSA)

WARRANTY DEED

THIS WARRANTY DEED is made effective the 26th day of April, 2023, by **FRANCES EVANS POSTON, A SINGLE WOMAN,** whose post office address for purposes hereof is 15 Rue D'Etretat, Destin, FL 32541, (hereinafter called "Grantor"), to **The City of Destin, Florida, a Florida municipal corporation,** whose post office address for purposes hereof is 4200 Indian Bayou Trail, Destin, FL 32541, (hereinafter called "Grantee):

WITNESSETH: That Grantor, for and in consideration of the sum of Ten and No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, and Grantees successors and assigns forever, all that certain land located in **Okaloosa County, State of Florida,** more particularly described as follows:

Lot 32, less and except the Westerly 6.00 feet thereof, SANDALWOOD MANOR TOWNHOMES FIRST ADDITION, according to the map or plat thereof as recorded in Plat Book 6, Page 93, of the Public Records of Okaloosa County, Florida.
a/k/a Parcel 32-A

PARCEL ID NO. 00-2S-22-2167-0000-0320

The land described herein is not the homestead of the Grantor, and neither the Grantor, nor anyone for whose support the Grantor is responsible, resides on or adjacent to said land.

SUBJECT to covenants, restrictions, easements, reservations and other matters of record, if any now exist, which are not hereby reimposed.

TOGETHER WITH all and singular rights, privileges, hereditaments, and appurtenances to the Real Estate belonging or in any wise incident to appertaining thereto (collectively, the "Property").

TO HAVE AND TO HOLD, the same unto the said Grantee in fee simple forever.

AND Grantor hereby covenants with Grantee that Grantor is lawfully seized of said land in fee simple; that Grantor has good right and lawful authority to sell and convey said land; that Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever and that said land is free of all encumbrances, except as otherwise stated herein and except taxes accruing subsequent to December 31, 2022.

IN WITNESS WHEREOF, Grantor has signed and sealed these presents effective for all purposes as of the day and year first above written.

Signed, sealed and delivered in our presence:

Witness #1: _____
(Witness Sign Above Line)
Printed Name: Jill Bryant

_____
Frances Evans Poston

Witness #2: _____
(Witness Sign above Line)
Printed Name: Wendi Townsend

STATE OF FLORIDA)
COUNTY OF OKALOOSA)

The foregoing instrument was acknowledged before me by means of (X) physical presence or ( ) online notarization this 26th day of April, 2023, by Frances Evans Poston,

_____ who is personally known to me OR

__X__ who has produced a Drivers License as proper identification and who did not take an oath.

_____

(NOTARY SEAL)

Notary Public State of Florida
Jill M Bryant
My Commission HH 332716
Expires 11/16/2026

NOTARY PUBLIC
My Commission Expires: _____

Notary Public State of Florida
Jill M Bryant
My Commission HH 332716
Expires 11/16/2026

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that, **FRANCES EVANS POSTON,** party of the first part, for and in consideration of the sum of Ten Dollars, lawful money of the United States, to such party paid by **THE CITY OF DESTIN, Florida, a Florida municipal corporation**, party of the second part, the receipt and sufficiency whereof are hereby acknowledged, has granted, bargained, sold, transferred and delivered, and by these presents does grant, bargain, sell, transfer and deliver unto the said party of the second part, such party's personal representatives, heirs, successors and assigns, the following goods and chattels:

All built in furnishings, built in appliances, ceiling fans, light fixtures, attached wall-to-wall carpeting and flooring, on the real property more particularly described in Exhibit A, which items are being conveyed "AS IS" and in accordance with the terms and conditions of the Offer and Purchase Agreement by and between the parties hereto.

TO HAVE AND TO HOLD the same unto the said party of the second part, such party's personal representatives, heirs, successors and assigns forever.

And first party does for such party, and such party's personal representatives, heirs and assigns, covenant to and with the said party of the second part, such party's personal representatives, heirs, successors and assigns, that said party of the first part is the lawful owner of the said goods and chattels; that they are free from all encumbrances; that first party has good right to sell the same as aforesaid, and that first party will warrant and defend the sale of the said goods and chattels hereby made unto the said party of the second part, such party's personal representatives, heirs, successors and assigns, against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, said party of the first part has hereunto set such party's hand(s) and seal(s) effective as of the 26th day of April, 2023.

Signed, sealed and delivered in the presence of:

Jill Bryant
Witness 1 (Signature Above Line)

Print Name: Jill Bryant

Wendi Townsend
Witness 2 (Signature Above Line)

Print Name: Wendi Townsend

Frances Evans Poston
Frances Evans Poston

STATE OF FLORIDA
COUNTY OF OKALOOSA

The foregoing instrument was acknowledged before me by means of (X) physical presence or ( ) online notarization, this 26th day of April, 2023, by Frances Evans Poston.

_____ who is personally known to me OR
__X__ who has produced a Drivers License as proper identification and who did not take an oath.

Notary Public State of Florida
Jill M Bryant
My Commission HH 332716
Expires 11/16/2026

NOTARY PUBLIC
My Commission Expires: _____

This Instrument prepared by:
C. Jeffrey McInnis, Attorney at Law
Anchors Smith Grimsley, P.L.C.
909 Mar Walt Drive, Suite 1014
Fort Walton Beach, FL 32547
jmcinnis@asglegal.com
File No. 23-0036cjm

EXHIBIT A

Parcel (ID# 00-2S-22-2167-0000-0320)

Lot 32, less and except the Westerly 6.00 feet thereof, SANDALWOOD MANOR TOWNHOMES FIRST ADDITION, according to the map or plat thereof as recorded in Plat Book 6, Page 93, of the Public Records of Okaloosa County, Florida.
a/k/a Parcel 32-A

ANCHORS ◆ SMITH ◆ GRIMSLEY
A PROFESSIONAL LIMITED COMPANY
ATTORNEYS AND COUNSELORS AT LAW
909 MAR WALT DRIVE, SUITE 1014
FORT WALTON BEACH, FL 32547-6711
(850) 863-4064 (850) 862-1138 FAX (850) 664-5728 FAX
WWW.ASGLEGAL.COM

C. LEDON ANCHORS
STEVEN B. BAUMAN
C. JEFFREY MCINNIS
RICHARD P. PETERMANN*+
TIMOTHY W. SHAW

* ALSO ADMITTED IN ALABAMA
+ ALSO ADMITTED IN WYOMING

MICHAEL A. FLOWERS*
SHIRAZ A. HOSEIN
N. GRESHAM FOSTER, LL.M.
KYLE S. BAUMAN

* FORMER CIRCUIT JUDGE

September 14, 2022

Via USPS

The City of Destin, Florida
4200 Indian Bayou Trail
Destin, FL 32541

RE: Description: Purchase of 605 Sandalwood Dr., Destin, FL 32541
Our File #: 22-0071CJM

Dear Sir/Madam,

Enclosed please find the following documents concerning the above-referenced transaction:

1. Original Recorded Warranty Deed
2. Owner's Title Insurance Policy

Please put these documents away for safe keeping. It was a pleasure assisting you with this transaction. Should you have any questions, or if we can provide you with any assistance in the future please call us.

Sincerely,

ANCHORS SMITH GRIMSLEY, PLC

Debi Harless
Real Estate Closing Administrator for
C. Jeffrey McInnis, Esq.
Direct line: 850-362-7217
Email: dharless@asglegal.com

Enclosures

First American Title™	Owner's Policy of Title Insurance (with Florida modifications)
	ISSUED BY **First American Title Insurance Company**
Owner's Policy	POLICY NUMBER **5011412-1051520e**

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, **FIRST AMERICAN TITLE INSURANCE COMPANY**, a Nebraska corporation (the "Company") insures, as of Date of Policy against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
   (a) A defect in the Title caused by
      (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
      (ii) failure of any person or Entity to have authorized a transfer or conveyance;
      (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
      (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
      (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
      (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
      (vii) a defective judicial or administrative proceeding.
   (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
   (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.

(Covered Risks Continued on Page 2)

In Witness Whereof, First American Title Insurance Company has caused its corporate name to be hereunto affixed by its authorized officers as of Date of Policy shown in Schedule A.

First American Title Insurance Company

Kenneth D. DeGiorgio, President

Greg L. Smith, Secretary

For Reference:

File #: 22-0071
Policy #: 5011412-1051520e

Issued By:

Anchors Smith Grimsley, Professional Limited Company
909 Mar Walt Drive, Suite 1014
Fort Walton Beach, FL 32547

(This Policy is valid only when Schedules A and B are attached)

This jacket was created electronically and constitutes an original document

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5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
   (a) the occupancy, use, or enjoyment of the Land;
   (b) the character, dimensions, or location of any improvement erected on the Land;
   (c) the subdivision of land; or
   (d) environmental protection
   if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective
   (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
   (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
      (i) to be timely, or
      (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
      (i) the occupancy, use, or enjoyment of the Land;
      (ii) the character, dimensions, or location of any improvement erected on the Land;
      (iii) the subdivision of land; or
      (iv) environmental protection;
      or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
   (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
   (a) created, suffered, assumed, or agreed to by the Insured Claimant;
   (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   (c) resulting in no loss or damage to the Insured Claimant;
   (d) attaching or created subsequent to Date of Policy; or
   (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
   (a) a fraudulent conveyance or fraudulent transfer; or
   (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

(a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.

(b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.

(c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.

(d) "Insured": The Insured named in Schedule A.

(i) The term "Insured" also includes

(A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;

(B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;

(C) successors to an Insured by its conversion to another kind of Entity;

(D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title

(1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,

(2) if the grantee wholly owns the named Insured,

(3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or

(4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.

(ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.

(e) "Insured Claimant": An Insured claiming loss or damage.

(f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.

(g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.

(h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.

(i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.

(j) "Title": The estate or interest described in Schedule A.

(k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

(a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.

(b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

(c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

(a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

(b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

(b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

(i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

(ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

(a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of

(i) the Amount of Insurance; or

(ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.

(b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,

(i) the Amount of Insurance shall be increased by 10%, and

(ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.

(c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

(a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.

(c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

(a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

(b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Unless prohibited by applicable law, arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association may be demanded if agreed to by both the Company and the Insured at the time of a controversy or claim. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, and service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made, or, at the option of the Insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the Land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

(a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim whether or not based on negligence shall be restricted to this policy.

(c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.

(d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

(a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

(b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at **First American Title Insurance Company, Attn: Claims National Intake Center, 1 First American Way, Santa Ana, California 92707. Phone: 888-632-1642**

First American	Owner's Policy of Title Insurance
Schedule A	ISSUED BY **First American Title Insurance Company** POLICY NUMBER **5011412-1051520e**

Name and Address of Title Insurance Company:
FIRST AMERICAN TITLE INSURANCE COMPANY, 1 First American Way, Santa Ana, California 92707

Customer Reference Number: 22-0071
First American File Number: 1054-6104657

Address Reference: 605 SANDALWOOD DR., DESTIN, FL 32541

Amount of Insurance: $345,000.00 Premium: $1,800.00

Date of Policy: August 10, 2022 at 09:45 a.m

1. Name of Insured:

   The City of Destin, Florida

2. The estate or interest in the Land that is insured by this policy is:

   Fee Simple

3. Title is vested in:

   The City of Destin, Florida, a Florida municipal corporation

4. The Land referred to in this policy is described as follows:

See Exhibit "A" attached hereto and made a part hereof

Anchors Smith Grimsley, Professional, Limited Company

By: _____
Authorized Countersignature
(This Schedule A valid only when Schedule B is attached)

First American	ISSUED BY **First American Title Insurance Company** POLICY NUMBER **5011412-1051520e**
Exhibit A	

Agent File Number: 22-0071
FAST File Number: 1054-6104657

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

The East 16.21 feet of the North 100.00 feet and the East 18.00 feet of the South 20.00 feet of Lot 28, SANDALWOOD MANOR TOWNHOMES FIRST ADDITION, a 60 unit addition to Sandalwood Manor Townhomes, a planned townhome development in Destin, according to the plat thereof as recorded in Plat Book 6, Page 93, of the Public Records of Okaloosa County. Florida.

First American	Owner's Policy of Title Insurance
Schedule B	ISSUED BY **First American Title Insurance Company** POLICY NUMBER **5011412-1051520e**

Customer Reference Number: 22-0071
First American File Number: 1054-6104657

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

1. Any rights, interests, or claims of parties in possession of the land not shown by the public records.

2. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the land.

3. Any lien, for services, labor, or materials in connection with improvements, repairs or renovations provided before, on, or after Date of Policy, not shown by the public records.

4. Any dispute as to the boundaries caused by a change in the location of any water body within or adjacent to the land prior to Date of Policy, and any adverse claim to all or part of the land that is, at Date of Policy, or was previously under water.

5. Taxes or special assessments not shown as liens in the public records or in the records of the local tax collecting authority, at Date of Policy.

6. Any minerals or mineral rights leased, granted or retained by current or prior owners.

7. Taxes and assessments for the year 2022 and subsequent years, which are not yet due and payable.

8. Easement granted to Gulf Power Company by instrument recorded in Book 1159, Page 1962.

9. Interlocal Agreement as set forth in instrument recorded in Book 2912, Page 4350.

10. Oil, Gas and Minerals recorded in Deed Book 952, Page 44.(Without Rights of Entry released pursuant to S270.11 F.S.

Note: All of the recording information contained herein refers to the Public Records of Okaloosa County, Florida, unless otherwise indicated. Any reference herein to a Book and Page or Instrument Number is a reference to the Official Record Books of said county, unless indicated to the contrary.

NOTE: Exception(s) numbered 1, 3 and 5 above is/are hereby deleted.

Agent File Number: 22-0071
Issuing Office File Number: 1054-6104657

Note: All of the recording information contained herein refers to the Public Records of Okaloosa County, Florida , unless otherwise indicated. Any reference herein to a Book and Page is a reference to the Official Record Books of said county, unless indicated to the contrary.

Notices - Where Sent

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Company, Attention: Claims Department, 1 First American Way, Santa Ana, CA 92707.

Service, Quality and Availability

First American Title Insurance Company cares about its customers and their ability to obtain information and service on a convenient, timely and accurate basis. A qualified staff of service representatives is dedicated to serving you. A toll-free number is available for your convenience in obtaining information about coverage and to provide assistance in resolving complaints at 1-800-929-7186. Office hours are from 8:30 a.m. through 5:30 p.m. Monday through Friday.

FILE #3570582 RCD: 8/10/2022 9:45 AM, BK: 3637 PG: 428, RECORDING: $10.50 RECORDING ARTICLE V: $8.00
DEPUTY CLERK ASECRIST
JD PEACOCK II CLERK OF COURTS, OKALOOSA COUNTY, FLORIDA

OKALOOSA COUNTY, FLORIDA
Recording Fee: $ 18.50
Documentary Stamps: $ EXEMPT

THIS INSTRUMENT PREPARED BY:
C. JEFFREY MCINNIS, Attorney at Law
ANCHORS SMITH GRIMSLEY, PLC
909 Mar Walt Drive, Suite 1014
Fort Walton Beach, Florida 32547
(850) 863-4064
File No. 22-0071CJM

STATE OF FLORIDA)
COUNTY OF OKALOOSA)

THIS INSTRUMENT IS EXEMPT FROM DOCUMENTARY STAMP TAXES PURSUANT TO CHAPTER 201.02(6), FLORIDA STATUTES.

WARRANTY DEED

THIS WARRANTY DEED is made effective the 8th day of August, 2022, by **GEORGE E. O'BRIAN and DARLA R. O'BRIAN, husband and wife,** whose post office address for purposes hereof is 271 Hickory St., Freeport, FL 32439, (hereinafter collectively called "Grantors", whether one or more), to **The City of Destin, Florida, a Florida municipal corporation,** whose post office address for purposes hereof is 4200 Indian Bayou Trail, Destin, FL 32541, (hereinafter called "Grantee):

WITNESSETH: That Grantor, for and in consideration of the sum of Ten and No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, and Grantees successors and assigns forever, all that certain land located in **Okaloosa County, State of Florida,** more particularly described as follows:

The East 16.21 feet of the North 100.00 feet and the East 18.00 feet of the South 20.00 feet of Lot 28, SANDALWOOD MANOR TOWNHOMES FIRST ADDITION, a 60 unit addition to Sandalwood Manor Townhomes, a planned townhome development in Destin, according to the plat thereof as recorded in Plat Book 6, Page 93, of the Public Records of Okaloosa County. Florida.

PARCEL ID NO. 00-2s-22-2167-0000-029A

SUBJECT to covenants, restrictions, easements, reservations and other matters of record, if any now exist, which are not hereby reimposed.

AND Grantor hereby covenants with Grantee that Grantor is lawfully seized of said land in fee simple; that Grantor has good right and lawful authority to sell and convey said land; that Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever and that said land is free of all encumbrances, except as otherwise stated herein and except taxes accruing subsequent to December 31, 2021.

IN WITNESS WHEREOF, Grantor has signed and sealed these presents effective for all purposes as of the day and year first above written.

Signed, sealed and delivered in our presence:

Witness #1: _____
(Witness Sign Above Line)
Printed Name: Deb Harless

George E. O'Brian

Witness #2: _____
(Witness Sign above Line)
Printed Name: LISA D'APOLITO

Darla R. O'Brian
Darla R. O'Brian

STATE OF FLORIDA)
COUNTY OF OKALOOSA)

The foregoing instrument was acknowledged before me by means of ( ) physical presence or ( ) online notarization this 8th day of August, 2022, by George E. O'Brian and wife, Darla R. O'Brian,

_____ who are personally known to me OR

✓ who have produced a Drivers License as proper identification and who did not take an oath.

Deborah M. Harless
NOTARY PUBLIC
My Commission Expires: _____

(NOTARY SEAL)

DEBORAH M. HARLESS
Notary Public
State of Florida
Comm# HH281965
Expires 7/4/2026

ANCHORS ◆ SMITH ◆ GRIMSLEY
A PROFESSIONAL LIMITED COMPANY
ATTORNEYS AND COUNSELORS AT LAW
909 MAR WALT DRIVE, SUITE 1014
FORT WALTON BEACH, FL 32547-6711
(850) 863-4064 (850) 862-1138 FAX (850) 664-5728 FAX
WWW.ASGLEGAL.COM

C. LEDON ANCHORS
STEVEN B. BAUMAN
C. JEFFREY MCINNIS
RICHARD P. PETERMANN*+
TIMOTHY W. SHAW

* ALSO ADMITTED IN ALABAMA
+ ALSO ADMITTED IN WYOMING

MICHAEL A. FLOWERS*
SHIRAZ A. HOSEIN
N. GRESHAM FOSTER, LL.M.
KYLE S. BAUMAN

* FORMER CIRCUIT JUDGE

September 14, 2022

Via USPS

The City of Destin
4200 Indian Bayou Trail
Destin, FL 32541

RE: Description: Purchase of 606 Sandalwood Dr., Destin, FL 32541
Our File #: 22-0072CJM

Dear Sir/Madam,

Enclosed please find the following documents concerning the above-referenced transaction:

1. Original Recorded Warranty Deed
2. Owner's Title Insurance Policy

Please put these documents away for safe keeping. It was a pleasure assisting you with this transaction. Should you have any questions, or if we can provide you with any assistance in the future please call us.

Sincerely,

ANCHORS SMITH GRIMSLEY, PLC

Debi Harless
Real Estate Closing Administrator for
C. Jeffrey McInnis, Esq.
Direct line: 850-362-7217
Email: dharless@asglegal.com

Enclosures

First American Title™	Owner's Policy of Title Insurance (with Florida modifications)
	ISSUED BY **First American Title Insurance Company**
Owner's Policy	POLICY NUMBER **5011412-1051618e**

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, **FIRST AMERICAN TITLE INSURANCE COMPANY**, a Nebraska corporation (the "Company") insures, as of Date of Policy against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
   (a) A defect in the Title caused by
      (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
      (ii) failure of any person or Entity to have authorized a transfer or conveyance;
      (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
      (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
      (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
      (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
      (vii) a defective judicial or administrative proceeding.
   (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
   (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.

(Covered Risks Continued on Page 2)

In Witness Whereof, First American Title Insurance Company has caused its corporate name to be hereunto affixed by its authorized officers as of Date of Policy shown in Schedule A.

First American Title Insurance Company

Kenneth D. DeGiorgio, President

Greg L. Smith, Secretary

For Reference:

File #: 22-0073CJM
Policy #: 5011412-1051618e

Issued By:

Anchors Smith Grimsley, Professional Limited Company
909 Mar Walt Drive, Suite 1014
Fort Walton Beach, FL 32547

(This Policy is valid only when Schedules A and B are attached)

This jacket was created electronically and constitutes an original document

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5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
   (a) the occupancy, use, or enjoyment of the Land;
   (b) the character, dimensions, or location of any improvement erected on the Land;
   (c) the subdivision of land; or
   (d) environmental protection
   if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective
   (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
   (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
      (i) to be timely, or
      (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
      (i) the occupancy, use, or enjoyment of the Land;
      (ii) the character, dimensions, or location of any improvement erected on the Land;
      (iii) the subdivision of land; or
      (iv) environmental protection;
      or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
   (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
   (a) created, suffered, assumed, or agreed to by the Insured Claimant;
   (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   (c) resulting in no loss or damage to the Insured Claimant;
   (d) attaching or created subsequent to Date of Policy; or
   (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
   (a) a fraudulent conveyance or fraudulent transfer; or
   (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

(a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.

(b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.

(c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.

(d) "Insured": The Insured named in Schedule A.

(i) The term "Insured" also includes

(A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;

(B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;

(C) successors to an Insured by its conversion to another kind of Entity;

(D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title

(1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,

(2) if the grantee wholly owns the named Insured,

(3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or

(4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.

(ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.

(e) "Insured Claimant": An Insured claiming loss or damage.

(f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.

(g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.

(h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.

(i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.

(j) "Title": The estate or interest described in Schedule A.

(k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

(a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.

(b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

(c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

(a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

(b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance.
To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.
Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

(b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

(i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

(ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

(a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of
(i) the Amount of Insurance; or
(ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.

(b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,
(i) the Amount of Insurance shall be increased by 10%, and
(ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.

(c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

(a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.

(c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

(a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

(b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Unless prohibited by applicable law, arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association may be demanded if agreed to by both the Company and the Insured at the time of a controversy or claim. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, and service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made, or, at the option of the Insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the Land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

(a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim whether or not based on negligence shall be restricted to this policy.

(c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.

(d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

(a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

(b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at **First American Title Insurance Company, Attn: Claims National Intake Center, 1 First American Way, Santa Ana, California 92707. Phone: 888-632-1642**

First American	Owner's Policy of Title Insurance
Schedule A	ISSUED BY **First American Title Insurance Company** POLICY NUMBER **5011412-1051624e**

Name and Address of Title Insurance Company:
FIRST AMERICAN TITLE INSURANCE COMPANY, 1 First American Way, Santa Ana, California 92707

Customer Reference Number: 22-0072CJM
First American File Number: 1054-6104694

Address Reference: 606 SANDALWOOD DR., DESTIN, FL 32541

Amount of Insurance: $265,000.00 Premium: $1,400.00

Date of Policy: August 10, 2022 at 8:45 a.m.

1. Name of Insured:

   The City of Destin

2. The estate or interest in the Land that is insured by this policy is:

   Fee Simple

3. Title is vested in:

   The City of Destin, a Florida municipal corporation

4. The Land referred to in this policy is described as follows:

See Exhibit "A" attached hereto and made a part hereof

Anchors Smith Grimsley, Professional, Limited Company

By: _____
Authorized Countersignature
(This Schedule A valid only when Schedule B is attached)

First American	ISSUED BY **First American Title Insurance Company** POLICY NUMBER **5011412-1051624e**
Exhibit A	

Agent File Number: 22-0072CJM
FAST File Number: 1054-6104694

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

Lot 33, less and except the Easterly 6.00 feet thereof, SANDALWOOD MANOR TOWNHOMES FIRST ADDITION, according to the Plat thereof as recorded in Plat Book 6, Page(s) 93, of the Public Records of Okaloosa County, Florida. a/k/a Parcel 33-A, SANDALWOOD MANOR TOWNHOMES FIRST ADDITION.

First American	Owner's Policy of Title Insurance
	ISSUED BY
Schedule B	**First American Title Insurance Company**
	POLICY NUMBER
	5011412-1051624e

Customer Reference Number: 22-0072CJM
First American File Number: 1054-6104694

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

1. Any rights, interests, or claims of parties in possession of the land not shown by the public records.

2. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the land.

3. Any lien, for services, labor, or materials in connection with improvements, repairs or renovations provided before, on, or after Date of Policy, not shown by the public records.

4. Any dispute as to the boundaries caused by a change in the location of any water body within or adjacent to the land prior to Date of Policy, and any adverse claim to all or part of the land that is, at Date of Policy, or was previously under water.

5. Taxes or special assessments not shown as liens in the public records or in the records of the local tax collecting authority, at Date of Policy.

6. Any minerals or mineral rights leased, granted or retained by current or prior owners.

7. Taxes and assessments for the year 2022 and subsequent years, which are not yet due and payable.

8. Easement granted to Gulf Power Company by instrument recorded in Book 1159, Page 1962.

9. Oil, gas and mineral reservations contained in instrument recorded in Oil, Gas and Minerals recorded in Deed Book 952, Page 44 Without Rights of Entry released pursuant to S270.11 F.S..

Note: All of the recording information contained herein refers to the Public Records of OKALOOSA County, Florida, unless otherwise indicated. Any reference herein to a Book and Page or Instrument Number is a reference to the Official Record Books of said county, unless indicated to the contrary.

NOTE: Exception(s) numbered 1, 3 and 5 above is/are hereby deleted.

Agent File Number: 22-0072CJM
Issuing Office File Number: 1054-6104694

Note: All of the recording information contained herein refers to the Public Records of OKALOOSA County, Florida , unless otherwise indicated. Any reference herein to a Book and Page is a reference to the Official Record Books of said county, unless indicated to the contrary.

Notices - Where Sent

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Company, Attention: Claims Department, 1 First American Way, Santa Ana, CA 92707.

Service, Quality and Availability

First American Title Insurance Company cares about its customers and their ability to obtain information and service on a convenient, timely and accurate basis. A qualified staff of service representatives is dedicated to serving you. A toll-free number is available for your convenience in obtaining information about coverage and to provide assistance in resolving complaints at 1-800-929-7186. Office hours are from 8:30 a.m. through 5:30 p.m. Monday through Friday.

FILE #3570549 RCD: 8/10/2022 8:46 AM, BK: 3637 PG: 256, RECORDING: $10.50 RECORDING ARTICLE V: $8.00
DEPUTY CLERK ASECRIST
JD PEACOCK II CLERK OF COURTS, OKALOOSA COUNTY, FLORIDA

OKALOOSA COUNTY, FLORIDA
Recording Fee: $ 18.50
Documentary Stamps: $ EXEMPT

THIS INSTRUMENT PREPARED BY:
C. JEFFREY MCINNIS, Attorney at Law
ANCHORS SMITH GRIMSLEY, PLC
909 Mar Walt Drive, Suite 1014
Fort Walton Beach, Florida 32547
(850) 863-4064
File No. 22-0073CJM

STATE OF FLORIDA)
COUNTY OF OKALOOSA)

THIS INSTRUMENT IS EXEMPT FROM DOCUMENTARY STAMP TAXES PURSUANT TO CHAPTER 201.02(6), FLORIDA STATUTES.

WARRANTY DEED

THIS WARRANTY DEED is made effective the 8th day of August, 2022, by **GEORGE E. O'BRIAN and DARLA R. O'BRIAN, husband and wife,** whose post office address for purposes hereof is 271 Hickory St., Freeport, FL 32439, (hereinafter collectively called "Grantors", whether one or more), to **The City of Destin, Florida, a Florida municipal corporation,** whose post office address for purposes hereof is 4200 Indian Bayou Trail, Destin, FL 32541, (hereinafter called "Grantee):

WITNESSETH: That Grantor, for and in consideration of the sum of Ten and No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, and Grantees successors and assigns forever, all that certain land located in **Okaloosa County, State of Florida,** more particularly described as follows:

Lot 34 And the Easterly 6.00 Feet Of Lot 33, SANDALWOOD MANOR TOWNHOMES FIRST ADDITION, As Recorded in Plat Book 6, Page 93, Of The Public Records Of Okaloosa County, Florida.

PARCEL ID NO. 00-2S-22-2167-0000-0340

SUBJECT to covenants, restrictions, easements, reservations and other matters of record, if any now exist, which are not hereby reimposed.

TOGETHER WITH all and singular rights, privileges, hereditaments, and appurtenances to the Real Estate belonging or in any wise incident to appertaining thereto (collectively, the "Property").

TO HAVE AND TO HOLD, the same unto the said Grantee in fee simple forever.

TOGETHER WITH all and singular rights, privileges, hereditaments, and appurtenances to the Real Estate belonging or in any wise incident to appertaining thereto (collectively, the "Property").

TO HAVE AND TO HOLD, the same unto the said Grantee in fee simple forever.

AND Grantor hereby covenants with Grantee that Grantor is lawfully seized of said land in fee simple; that Grantor has good right and lawful authority to sell and convey said land; that Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever, and that said land is free of all encumbrances, except as otherwise stated herein and except taxes accruing subsequent to December 31, 2021.

IN WITNESS WHEREOF, Grantor has signed and sealed these presents effective for all purposes as of the day and year first above written.

Signed, sealed and delivered in our presence:

Witness #1: _____
(Witness Sign Above Line)
Printed Name: LISA E. D'APOLITO

George E. O'Brian

Witness #2: _____
(Witness Sign above Line)
Printed Name: Debi Harless

Darla R. O'Brian

STATE OF FLORIDA)
COUNTY OF OKALOOSA)

The foregoing instrument was acknowledged before me by means of (✓) physical presence or ( ) online notarization this 8th day of August, 2022, by George E. O'Brian and wife, Darla R. O'Brian,

___ who are personally known to me OR

✓ who have produced a Drivers license as proper identification and who did not take an oath.

Deborah M. Harless
NOTARY PUBLIC
My Commission Expires: _____

(NOTARY SEAL)

DEBORAH M. HARLESS
Notary Public
State of Florida
Comm# HH281965
Expires 7/4/2026

VINTAGE
TITLE & ESCROW

1234 Airport Road, Unit 108
Destin, Florida 32541
Phone: (850) 460-2027
Facsimile: (850) 460-2035

May 20, 2019

City of Destin
ATTN: Lance Johnson
4200 Indian Bayou Trail
Destin, FL 32541

Re: 607 Sandalwood Drive, Destin

Dear Mr. Johnson,

Pursuant to the closing on the above-referenced, enclosed please find the following items enclosed:

1) Original Owners Title Policy
2) Original Recorded Warranty Deed

Please let us know if there is anything we can do for you in the future.

Sincerely,

Stephanie R Lefebvre
Stephanie@vintagetitlefl.com
Vintage Title & Escrow, Inc.

WESTCOR
LAND TITLE INSURANCE COMPANY

POLICY NO.
OP-25-FL1300-7358508

OWNER'S POLICY OF TITLE INSURANCE
(with Florida Modifications)

ISSUED BY

WESTCOR LAND TITLE INSURANCE COMPANY

Any notice of claim and any other notice or statement in writing required to be given to the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, Westcor Land Title Insurance Company, a South Carolina corporation (the "Company") insures, as of Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
   (a) A defect in the Title caused by
      (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
      (ii) failure of any person or Entity to have authorized a transfer or conveyance;
      (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
      (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
      (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
      (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
      (vii) a defective judicial or administrative proceeding.
   (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
   (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.

COVERED RISKS CONTINUED ON NEXT PAGE

In Witness Whereof, **WESTCOR LAND TITLE INSURANCE COMPANY**, has caused this policy to be signed and sealed as of Date of Policy shown in Schedule A, the policy to become valid when countersigned by an authorized signatory of the Company.

WESTCOR LAND TITLE INSURANCE COMPANY

Issued By: FL1300 * V18-2374
Vintage Title & Escrow, Inc.

1234 Airport Road, Unit 108
Destin, FL 32541

WESTCOR LAND TITLE INSURANCE COMPANY CORPORATE SEAL 1993 SOUTH CAROLINA

By: Mary O'Donnell
President

Attest:
Secretary

4. No right of access to and from the Land.

5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to

   (a) the occupancy, use, or enjoyment of the Land;

   (b) the character, dimensions, or location of any improvement erected on the Land;

   (c) the subdivision of land; or

   (d) environmental protection

   if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.

6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.

7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.

8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.

9. Title being vested other than as stated in Schedule A or being defective

   (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or

   (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records

      (i) to be timely, or

      (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.

10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation

(including those relating to building and zoning) restricting, regulating, prohibiting, or relating to

   (i) the occupancy, use, or enjoyment of the Land;

   (ii) the character, dimensions, or location of any improvement erected on the Land;

   (iii) the subdivision of land; or

   (iv) environmental protection;

   or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.

   (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.

2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.

3. Defects, liens, encumbrances, adverse claims, or other matters

   (a) created, suffered, assumed, or agreed to by the Insured Claimant;

   (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;

   (c) resulting in no loss or damage to the Insured Claimant;

   (d) attaching or created subsequent to Date of Policy; or

   (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.

4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is

   (a) a fraudulent conveyance or fraudulent transfer; or

   (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.

5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

(a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.

(b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.

(c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.

(d) "Insured": The Insured named in Schedule A.

(i) The term "Insured" also includes

(A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;

(B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;

(C) successors to an Insured by its conversion to another kind of Entity;

(D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title

(1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,

(2) if the grantee wholly owns the named Insured,

(3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or

(4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.

(ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.

(e) "Insured Claimant": An Insured claiming loss or damage.

(f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.

(g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.

(h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized bylaw.

(i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.

(j) "Title": The estate or interest described in Schedule A.

(k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

(a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.

(b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any

other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

(c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

(a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

(b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance. To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

(b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

(i) to pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

(ii) to pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

(a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of

(i) the Amount of Insurance; or

(ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.

(b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,

(i) the Amount of Insurance shall be increased by 10%, and

(ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.

(c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

(a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.

(c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

(a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

(b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Unless prohibited by applicable law, arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association may be demanded if agreed to by both the Company and the Insured at the time of a controversy or claim. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, and service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the Insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the Land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

(a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim whether or not based on negligence shall be restricted to this policy.

(c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.

(d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

(a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

(b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at: 875 Concourse Parkway South, Suite 200, Maitland, FL 32751.

OWNER'S POLICY OF TITLE INSURANCE (With Florida Modifications)

WESTCOR LAND TITLE INSURANCE COMPANY

OWNER'S POLICY
OF
TITLE INSURANCE

HOME OFFICE
875 Concourse Parkway South, Suite 200
Maitland, FL 32751
Telephone: (407) 629-5842

Westcor Land Title Insurance Company
ALTA 6-17-06 OWNER'S POLICY (With Florida Modifications)

Schedule A

Name and Address of Title Insurance Company: **Westcor Land Title Insurance Company, 875 Concourse Parkway South, Ste., 200, Maitland, FL 32751, Phone No.: (407) 629-5842.**

State: **Florida** County: **Okaloosa**

Agent File No. #:	Policy Number	Effective Date	Amount of Insurance	Premium
V18-2374	**OP-25-FL1300-7358508**	**April 2, 2019 @ 04:08:00 PM**	**$145,000.00**	**$800.00**

Plant File #: **18-52986**	Simultaneous #:	Reinsurance #:

Address Reference: **607 Sandalwood Drive, Destin, Florida 32541**
Property Type: **R**

1. Name of Insured: **City Of Destin**
2. The estate or interest in the Land that is insured by this policy is:

   Fee Simple
3. Title is vested in: **City Of Destin**
4. The land referred to herein is described as follows:

   See Schedule A – Continuation Page for Legal Description

Authorized Signatory

Issued By: **FL1300*V18-2374**
Vintage Title & Escrow, Inc.
1234 Airport Road, Unit 108
Destin FL, 32541

Note: This Policy consists of insert pages labeled Schedule A and B. This policy is of no force and effect unless all pages are included along with any added pages incorporated by reference.

Underwriter: WESTCOR LAND TITLE INSURANCE COMPANY

Schedule A, Continuation Page

The West 16.21 feet of the North 100 feet and the West 18.00 feet of the South 20 feet of Lot 27, Sandalwood Manor Townhomes First Addition, according to the plat thereof, as recorded in Plat Book 6, Page 93, of the Public Records of Okaloosa County, Florida.

Note: This policy is of no force and effect unless Schedule A and Schedule B are attached together with any added pages incorporated by reference.

Schedule B

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

1. **Rights or claims of parties in possession not shown by the Public Records.**

2. **Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments on the Land of existing improvements located on the adjoined land.**

3. **Easements or claims of easements not shown by the Public Records.**

4. **Taxes or special assessments which are not shown as existing liens by the public records.**

5. **Taxes and assessments for the year 2019 and subsequent years, which are not yet due and payable.**

   *** * * The following items, as listed above, are hereby deleted: 1 and 4 * * ***

6. Restrictions, covenants, condition, reservations and easements (deleting therefrom restrictions indicating any preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin), recorded in Official Records Book 1126, Page 1, amended in Official Records Book 1150, Page 1438, of the Public Records of Okaloosa County, Florida.

7. Easement in favor of Gulf Power Company recorded in Official Records Book 1159, Page 1962, of the Public Records of Okaloosa County, Florida.

8. Terms, conditions, and provisions of Oil, Gas and Mineral Reservations, recorded in Official Records Book 952, Page 44, of Public Records of Okaloosa County, Florida.

9. Restrictions, reservations, setbacks and easements, if any, as indicated and/or shown on that certain Plat recorded in Plat Book 6, at Page(s) 93, of the Public Records of Okaloosa County, Florida.

10. Rights of adjoining owners in Party Wall(s) located partly on the land and partly on abutting property and rights of such adjoining owners in common, with the owner of the land in the roof of such building and in any appurtenances which are susceptible to common use; together with all liability for maintenance, repair and damage which common use entails.

Note: This policy is of no force and effect unless Schedule A and Schedule B are attached together with any added pages incorporated by reference.

Notice of Privacy Policy

of

Westcor Land Title Insurance Company

Westcor Land Title Insurance Company ("WLTIC") values its customers and is committed to protecting the privacy of personal information. In keeping with that philosophy, we have developed a Privacy Policy, set out below, that will ensure the continued protection of your nonpublic personal information and inform you about the measures WLTIC takes to safeguard that information.

Who is Covered

We provide our Privacy Policy to each customer when they purchase an WLTIC title insurance policy. Generally, this means that the Privacy Policy is provided to the customer at the closing of the real estate transaction.

Information Collected

In the normal course of business and to provide the necessary services to our customers, we may obtain nonpublic personal information directly from the customer, from customer-related transactions, or from third parties such as our title insurance agents, lenders, appraisers, surveyors or other similar entities.

Access to Information

Access to all nonpublic personal information is limited to those employees who have a need to know in order to perform their jobs. These employees include, but are not limited to, those in departments such as legal, underwriting, claims administration and accounting.

Information Sharing

Generally, WLTIC does not share nonpublic personal information that it collects with anyone other than its policy issuing agents as needed to complete the real estate settlement services and issue its title insurance policy as requested by the consumer. WLTIC may share nonpublic personal information as permitted by law with entities with whom WLTIC has a joint marketing agreement. Entities with whom WLTIC has a joint marketing agreement have agreed to protect the privacy of our customer's nonpublic personal information by utilizing similar precautions and security measures as WLTIC uses to protect this information and to use the information for lawful purposes. WLTIC, however, may share information as required by law in response to a subpoena, to a government regulatory agency or to prevent fraud.

Information Security

WLTIC, at all times, strives to maintain the confidentiality and integrity of the personal information in its possession and has instituted measures to guard against its unauthorized access. We maintain physical, electronic and procedural safeguards in compliance with federal standards to protect that information.

The WLTIC Privacy Policy can also be found on WLTIC's website at www.wltic.com

Note: This policy is of no force and effect unless Schedule A and Schedule B are attached together with any added pages incorporated by reference.

WESTCOR
LAND TITLE INSURANCE COMPANY

AMERICAN LAND TITLE ASSOCIATION Commitment For Title Insurance
(With Florida Modifications)

ISSUED BY
WESTCOR LAND TITLE INSURANCE COMPANY

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, WESTCOR LAND TITLE INSURANCE COMPANY, a California Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

IN WITNESS WHEREOF, **WESTCOR LAND TITLE INSURANCE COMPANY** has caused its corporate name and seal to be hereunto affixed and by these presents to be signed in facsimile under authority of its by-laws, effective as of the date of Commitment shown in Schedule A.

Issued By:

Vintage Title & Escrow, Inc.

WESTCOR LAND TITLE INSURANCE COMPANY

By: Mary O'Donnell
President

Attest: Patricia W Bowers
Secretary

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions.

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COMMITMENT CONDITIONS

1. DEFINITIONS

(a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
(b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
(c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
(d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
(e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
(f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
(g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
(h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:
(a) the Notice;
(b) the Commitment to Issue Policy;
(c) the Commitment Conditions;
(d) Schedule A;
(e) Schedule B, Part I—Requirements;
(f) Schedule B, Part II—Exceptions; and
(g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

(a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
(i) comply with the Schedule B, Part I—Requirements;
(ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
(iii) acquire the Title or create the Mortgage covered by this Commitment.
(b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
(c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
(d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.

(e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
(f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I— Requirements have been met to the satisfaction of the Company.
(g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

(a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
(b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
(c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
(d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
(e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
(f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

WESTCOR LAND TITLE INSURANCE COMPANY
AMERICAN LAND TITLE ASSOCIATION COMMITMENT
(With Florida Modifications 8-1-16)

Transaction Identification Data for reference only:

Issuing Agent:	Stephanie R Schroeder
Issuing Office:	Vintage Title & Escrow, Inc.
ALTA Universal ID:	1067034
Loan ID Number:	
Commitment Number:	18-52986
Issuing Office File Number:	18-2374
Property Address:	607 Sandalwood Drive Destin, Florida 32541
Revision Number:	

SCHEDULE A

1. Commitment Date: September 13, 2018 at 8:00 AM

2. Policy or Policies to be issued: Proposed Policy Amount:

   a. __X__ Owner's Policy ( ) $ 145,000.00
   Proposed Insured: Premium: $ 800.00
   City of Destin

   b. _____ Loan Policy ( )
   Proposed Insured: Premium:

3. The estate or interest in the Land described or referred to in this Commitment is:
   Fee Simple

4. Title to the Fee Simple estate or interest in the Land is at the Commitment Date vested in:
   Milagros T. Golden and Sherry C. Kasper

5. The Land is described as follows:

   The West 16.21 feet of the North 100 feet and the West 18.00 feet of the South 20 feet of Lot 27, Sandalwood Manor Townhomes First Addition, according to the plat thereof, as recorded in Plat Book 6, Page 93, of the Public Records of Okaloosa County, Florida.

Issued By:

By: _____
Vintage Title & Escrow, Inc.

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Schedule A, Continuation Page

The West 16.21 feet of the North 100 feet and the West 18.00 feet of the South 20 feet of Lot 27, Sandalwood Manor Townhomes First Addition, according to the plat thereof, as recorded in Plat Book 6, Page 93, of the Public Records of Okaloosa County, Florida.

WESTCOR LAND TITLE INSURANCE COMPANY
AMERICAN LAND TITLE ASSOCIATION COMMITMENT
(With Florida Modifications 8-1-16)

SCHEDULE B-I
Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records. a. Warranty Deed from Milagros T. Golden and Sherry C. Kasper to City of Destin conveying the land described under Schedule "A". b. NOTE: Spouse of individual(s), if any, to join in the above required instrument(s) OR the document must state that captioned property is not the homestead of the grantor/mortgagor.
6. Pay the agreed amount for the estate or interest to be insured.
7. Payment of all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable.
8. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed; that contractor, subcontractors, labor and materialmen are all paid.
9. Exceptions 3 and 4 of Schedule B - Section 2 of this commitment may be amended in or deleted from the policy to be issued if a survey, satisfactory to the Company, is furnished to Company.
10. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
11. Pay the premiums, fees, and charges for the Policy to the Company.
12. Release or Satisfaction of Mortgage executed by Sherry C. Casper, an unmarried woman in favor of Fifth Third Mortgage Company, given to secure the original principal sum of $60,000.00, dated May 26, 2010 and recorded in Official Records Book 2939, Page 857, and rerecorded in Official records Book 3019, Page 114, of the Public Records of Okaloosa County, Florida.
13. Recordation of proof that Milagros T. Golden, the grantor(s) in that certain deed recorded in Official Records Book 2165, Page 2205, was unmarried at the time of conveyance, or that the property was not the homestead of the said grantor(s).

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WESTCOR LAND TITLE INSURANCE COMPANY
AMERICAN LAND TITLE ASSOCIATION COMMITMENT
(With Florida Modifications 8-1-16)

SCHEDULE B-II
Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

9. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.

10. Rights or claims of parties in possession not shown by the Public Records.

11. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments on the Land of existing improvements located on the adjoined land.

12. Easements or claims of easements not shown by Public Records.

13. Taxes or special assessments which are not shown as existing liens by the public records.

14. Taxes and assessments for the year 2018 and subsequent years, which are not yet due and payable.

15. NOTE: Real Estate Taxes for the year 2017 were paid in the amount of $893.14; Assessed Value $71,187.00; Gross Amount $930.35; Exemptions: No ; Folio No.: 00-2S-22-2167-0000-0270.

16. NOTE: FOR INFORMATIONAL PURPOSES ONLY: The following constitutes a 24 month Chain of Title preceding the effective date hereof and constitutes conveyances and transfers of ownership only:

    1. Quit Claim Deed recorded July 17, 1998 in Official Records Book 2165, Page 2205, of the Public Records of Okaloosa County, Florida.

17. Restrictions, covenants, condition, reservations and easements (deleting therefrom restrictions indicating any preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin), recorded in Official Records Book 1126, Page 1, amended in Official Records Book 1150, Page 1438, of the Public Records of Okaloosa County, Florida.

18. Easement in favor of Gulf Power Company recorded in Official Records Book 1159, Page 1962, of the Public Records of Okaloosa County, Florida.

19. Terms, conditions, and provisions of Oil, Gas and Mineral Reservations, recorded in Official Records Book 952, Page 44, of Public Records of Okaloosa County, Florida.

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AMERICAN LAND TITLE ASSOCIATION

20. Restrictions, reservations, setbacks and easements, if any, as indicated and/or shown on that certain Plat recorded in Plat Book 6, at Page(s) 93, of the Public Records of Okaloosa County, Florida.

21. Rights of adjoining owners in Party Wall(s) located partly on the land and partly on abutting property and rights of such adjoining owners in common, with the owner of the land in the roof of such building and in any appurtenances which are susceptible to common use; together with all liability for maintenance, repair and damage which common use entails.

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Prepared By and Return To:
Vintage Title & Escrow, Inc.
1234 Airport Rd #108
Destin, Fl. 32541

File No. 18-2374

Property Appraiser's Parcel I.D. (folio) Number(s)
00-2S-22-2167-0000-0270

Inst. #3268516 Bk: 3391 Pg: 4326
Page 1 of 2 Recorded: 4/2/2019 4:08 PM
RECORDING ARTICLE V: $8.00 RECORDING: $10.50
D Doc Stmp: $1,015.00
DEPUTY CLERK CBAKER
JD PEACOCK II CLERK OF COURTS,
OKALOOSA COUNTY, FLORIDA

18.50
1015.00

WARRANTY DEED

THIS WARRANTY DEED dated March 26, 2019, by Milagros T. Golden an unmarried woman and Sherry C. Kasper k/n/a Sherry C. Reilly, a married woman, both as to their non-homestead property, whose post office address is 1084 Forest Shore Drive, Miramar Beach, FL 32550, hereinafter called the grantor, to City of Destin, Florida, whose post office address is 4200 Indian Bayou Trail, Destin, FL 32541, hereinafter called the grantee:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH: That the grantor, for and in consideration of the sum of $10.00 and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys, and confirms unto the grantee, all the certain land situated in OKALOOSA County, Florida, to wit:

The West 16.21 feet of the North 100 feet and the West 18.00 feet of the South 20 feet of Lot 27, Sandalwood Manor Townhomes First Addition, according to the plat thereof, as recorded in Plat Book 6, Page 93, of the Public Records of Okaloosa County, Florida.

Subject to easements, restrictions, reservations and limitations of record, if any.

TO HAVE AND TO HOLD the same in Fee Simple forever.

AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to: December 31, 2018.

WARRANTY DEED
(Continued)

IN WITNESS WHEREOF, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

(Witness Signature)

Stephanie R. Lefebvre

(Witness Signature)

Desiree M. Adams

Milagros T. Golden

Milagros T. Golden

Sherry C. Kasper n/k/a Sherry C. Reilly

1084 Forest Shore Drive
(Address)

Miramar Beach, FL 32550
(Address)

STATE OF FL

COUNTY OF Okaloosa Lefebvre

I, Stephanie R, a Notary Public of the County and State first above written, do hereby certify that Milagros T Golden and Sherry C Reilly, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 27 day of MARCH 2019

Notary Public

My Commission Expires:

(SEAL)

Notary Public State of Florida
Stephanie R Lefebvre
My Commission GG 280344
Expires 07/11/2022

ANCHORS ◆ SMITH ◆ GRIMSLEY
A PROFESSIONAL LIMITED COMPANY
ATTORNEYS AND COUNSELORS AT LAW
909 MAR WALT DRIVE, SUITE 1014
FORT WALTON BEACH, FL 32547-6711
(850) 863-4064 (850) 862-1138 FAX (850) 664-5728 FAX
WWW.ASGLEGAL.COM

C. LEDON ANCHORS
STEVEN B. BAUMAN
C. JEFFREY MCINNIS
RICHARD P. PETERMANN*+
TIMOTHY W. SHAW

* ALSO ADMITTED IN ALABAMA
+ ALSO ADMITTED IN WYOMING

MICHAEL A. FLOWERS*
SHIRAZ A. HOSEIN
N. GRESHAM FOSTER, LL.M.
KYLE S. BAUMAN

* FORMER CIRCUIT JUDGE

September 14, 2022

Via USPS

The City of Destin, Florida
4200 Indian Bayou Trail
Destin, FL 32541

RE: Property: 608 Sandalwood Dr., Destin, FL 32541
Our File #: 20-0073CJM

Dear Sir/Madam,

Enclosed please find the following documents concerning the above-referenced transaction:

1. Original Recorded Warranty Deed
2. Owners Title Policy

Should you have any questions, or if we can provide you with any assistance in the future please call us.

Sincerely,

ANCHORS SMITH GRIMSLEY, PLC

Debi Harless
Real Estate Closing Administrator for
C. Jeffrey McInnis, Esq.
Direct line: 850-362-7217
Email: dharless@asglegal.com

Enclosures

First American Title™	Owner's Policy of Title Insurance (with Florida modifications)
	ISSUED BY **First American Title Insurance Company**
Owner's Policy	POLICY NUMBER **5011412-1051624e**

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, **FIRST AMERICAN TITLE INSURANCE COMPANY**, a Nebraska corporation (the "Company") insures, as of Date of Policy against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
   (a) A defect in the Title caused by
      (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
      (ii) failure of any person or Entity to have authorized a transfer or conveyance;
      (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
      (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
      (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
      (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
      (vii) a defective judicial or administrative proceeding.
   (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
   (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.

(Covered Risks Continued on Page 2)

In Witness Whereof, First American Title Insurance Company has caused its corporate name to be hereunto affixed by its authorized officers as of Date of Policy shown in Schedule A.

First American Title Insurance Company

Kenneth D. DeGiorgio, President

Greg L. Smith, Secretary

For Reference:

File #: 22-0072CJM
Policy #: 5011412-1051624e

Issued By:

Anchors Smith Grimsley, Professional Limited Company
909 Mar Walt Drive, Suite 1014
Fort Walton Beach, FL 32547

(This Policy is valid only when Schedules A and B are attached)

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5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
   (a) the occupancy, use, or enjoyment of the Land;
   (b) the character, dimensions, or location of any improvement erected on the Land;
   (c) the subdivision of land; or
   (d) environmental protection
   if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective
   (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
   (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
      (i) to be timely, or
      (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
      (i) the occupancy, use, or enjoyment of the Land;
      (ii) the character, dimensions, or location of any improvement erected on the Land;
      (iii) the subdivision of land; or
      (iv) environmental protection;
      or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
   (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
   (a) created, suffered, assumed, or agreed to by the Insured Claimant;
   (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   (c) resulting in no loss or damage to the Insured Claimant;
   (d) attaching or created subsequent to Date of Policy; or
   (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
   (a) a fraudulent conveyance or fraudulent transfer; or
   (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

(a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.

(b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.

(c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.

(d) "Insured": The Insured named in Schedule A.

(i) The term "Insured" also includes

(A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;

(B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;

(C) successors to an Insured by its conversion to another kind of Entity;

(D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title

(1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,

(2) if the grantee wholly owns the named Insured,

(3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or

(4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.

(ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.

(e) "Insured Claimant": An Insured claiming loss or damage.

(f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.

(g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.

(h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.

(i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.

(j) "Title": The estate or interest described in Schedule A.

(k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

(a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.

(b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

(c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

(a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

(b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

(b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

(i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

(ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

(a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of

(i) the Amount of Insurance; or

(ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.

(b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,

(i) the Amount of Insurance shall be increased by 10%, and

(ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.

(c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

(a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.

(c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

(a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

(b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Unless prohibited by applicable law, arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association may be demanded if agreed to by both the Company and the Insured at the time of a controversy or claim. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, and service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made, or, at the option of the Insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the Land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

(a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim whether or not based on negligence shall be restricted to this policy.

(c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.

(d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

(a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

(b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at **First American Title Insurance Company, Attn: Claims National Intake Center, 1 First American Way, Santa Ana, California 92707. Phone: 888-632-1642**

First American	Owner's Policy of Title Insurance
Schedule A	ISSUED BY **First American Title Insurance Company** POLICY NUMBER **5011412-1051618e**

Name and Address of Title Insurance Company:
FIRST AMERICAN TITLE INSURANCE COMPANY, 1 First American Way, Santa Ana, California 92707

Customer Reference Number: 22-0073CJM
First American File Number: 1054-6104722

Address Reference: 608 SANDALWOOD DR., DESTIN, FL 32541

Amount of Insurance: $345,000.00 Premium: $1,800.00

Date of Policy: August 10, 2022 at 8:46 a.m.

1. Name of Insured:

   The City of Destin

2. The estate or interest in the Land that is insured by this policy is:

   Fee Simple

3. Title is vested in:

   The City of Destin, a Florida municipal corporation

4. The Land referred to in this policy is described as follows:

See Exhibit "A" attached hereto and made a part hereof

Anchors Smith Grimsley, Professional, Limited Company

By: _____
Authorized Countersignature
(This Schedule A valid only when Schedule B is attached)



First American Exhibit A	ISSUED BY **First American Title Insurance Company** POLICY NUMBER **5011412-1051618e**

Agent File Number: 22-0073CJM
FAST File Number: 1054-6104722

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

Lot 34 And The Easterly 6.00 Feet Of Lot 33, SANDALWOOD MANOR TOWNHOMES FIRST ADDITION, As Recorded in Plat Book 6, Page 93, Of The Public Records Of Okaloosa County, Florida.

First American	Owner's Policy of Title Insurance ISSUED BY **First American Title Insurance Company** POLICY NUMBER **5011412-1051618e**
Schedule B	

Customer Reference Number: 22-0073CJM
First American File Number: 1054-6104722

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

1. Any rights, interests, or claims of parties in possession of the land not shown by the public records.

2. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the land.

3. Any lien, for services, labor, or materials in connection with improvements, repairs or renovations provided before, on, or after Date of Policy, not shown by the public records.

4. Any dispute as to the boundaries caused by a change in the location of any water body within or adjacent to the land prior to Date of Policy, and any adverse claim to all or part of the land that is, at Date of Policy, or was previously under water.

5. Taxes or special assessments not shown as liens in the public records or in the records of the local tax collecting authority, at Date of Policy.

6. Any minerals or mineral rights leased, granted or retained by current or prior owners.

7. Taxes and assessments for the year 2022 and subsequent years, which are not yet due and payable.

8. Easement granted to Gulf Power Company by instrument recorded in Book 1159, Page 1962.

9. Oil, Gas and Minerals recorded in Deed Book 952, Page 44 Without Rights of Entry released pursuant to S270.11 F.S.

Note: All of the recording information contained herein refers to the Public Records of OKALOOSA County, Florida, unless otherwise indicated. Any reference herein to a Book and Page or Instrument Number is a reference to the Official Record Books of said county, unless indicated to the contrary.

NOTE: Exception(s) numbered 1, 3 and 5 above is/are hereby deleted.

Agent File Number: 22-0073CJM
Issuing Office File Number: 1054-6104722

Note: All of the recording information contained herein refers to the Public Records of OKALOOSA County, Florida , unless otherwise indicated. Any reference herein to a Book and Page is a reference to the Official Record Books of said county, unless indicated to the contrary.

Notices - Where Sent

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Company, Attention: Claims Department, 1 First American Way, Santa Ana, CA 92707.

Service, Quality and Availability

First American Title Insurance Company cares about its customers and their ability to obtain information and service on a convenient, timely and accurate basis. A qualified staff of service representatives is dedicated to serving you. A toll-free number is available for your convenience in obtaining information about coverage and to provide assistance in resolving complaints at 1-800-929-7186. Office hours are from 8:30 a.m. through 5:30 p.m. Monday through Friday.

FILE #3570548 RCD: 8/10/2022 8:45 AM, BK: 3637 PG: 254, RECORDING: $10.50 RECORDING ARTICLE V: $8.00
DEPUTY CLERK ASECRIST
JD PEACOCK II CLERK OF COURTS, OKALOOSA COUNTY, FLORIDA

OKALOOSA COUNTY, FLORIDA
Recording Fee: $ 18.50
Documentary Stamps: $ EXEMPT

THIS INSTRUMENT PREPARED BY:
C. JEFFREY MCINNIS, Attorney at Law
ANCHORS SMITH GRIMSLEY, PLC
909 Mar Walt Drive, Suite 1014
Fort Walton Beach, Florida 32547
(850) 863-4064
File No. 22-0072CJM

STATE OF FLORIDA)
COUNTY OF OKALOOSA)

THIS INSTRUMENT IS EXEMPT FROM DOCUMENTARY STAMP TAXES PURSUANT TO CHAPTER 201.02(6), FLORIDA STATUTES.

WARRANTY DEED

THIS WARRANTY DEED is made effective the 8th day of August, 2022, by **EDUARDO LLANOS, JR., and wife, STEPHANIE LLANOS,** whose post office address for purposes hereof is 323 Cypress St., Destin, FL 32541, (hereinafter collectively called "Grantors", whether one or more), to **The City of Destin, Florida, a Florida municipal corporation,** whose post office address for purposes hereof is 4200 Indian Bayou Trail, Destin, FL 32541, (hereinafter called "Grantee):

WITNESSETH: That Grantor, for and in consideration of the sum of Ten and No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, and Grantees successors and assigns forever, all that certain land located in **Okaloosa County, State of Florida,** more particularly described as follows:

Lot 33, less and except the Easterly 6.00 feet thereof, SANDALWOOD MANOR TOWNHOMES FIRST ADDITION, according to the Plat thereof as recorded in Plat Book 6, Page(s) 93, of the Public Records of Okaloosa County, Florida. a/k/a Parcel 33-A, SANDALWOOD MANOR TOWNHOMES FIRST ADDITION.

PARCEL ID NO. 00-2S-22-2167-0000-0330

SUBJECT to covenants, restrictions, easements, reservations and other matters of record, if any now exist, which are not hereby reimposed.

TOGETHER WITH all and singular rights, privileges, hereditaments, and appurtenances to the Real Estate belonging or in any wise incident to appertaining thereto (collectively, the "Property").

TO HAVE AND TO HOLD, the same unto the said Grantee in fee simple forever.

AND Grantor hereby covenants with Grantee that Grantor is lawfully seized of said land in fee simple; that Grantor has good right and lawful authority to sell and convey said land; that Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except as otherwise stated herein and except taxes accruing subsequent to December 31, 2021.

IN WITNESS WHEREOF, Grantor has signed and sealed these presents effective for all purposes as of the day and year first above written.

Signed, sealed and delivered in our presence:

Witness #1: _____
(Witness Sign Above Line)
Printed Name: LISA E D'APOLITO

Witness #2: _____
(Witness Sign above Line)
Printed Name: Debi Harless

_____
Eduardo Llanos, Jr.

_____
Stephanie Llanos

STATE OF FLORIDA)
COUNTY OF OKALOOSA)

The foregoing instrument was acknowledged before me by means of (✓) physical presence or ( ) online notarization this 8 day of August, 2022, by Eduardo Llanos, Jr. and wife, Stephanie Llanos,

_____ who are personally known to me OR

__✓__ who have produced a Drivers License as proper identification and who did not take an oath.

_____
Deborah M. Harless
NOTARY PUBLIC
My Commission Expires: _____

(NOTARY SEAL)

DEBORAH M. HARLESS
Notary Public
State of Florida
Comm# HH281965
Expires 7/4/2026

REPLACEMENT HOUSING PAYMENT TRANSACTION PACKAGE

AGENCY: City of Destin
PROJECT: Destin Connector
STATE ROAD NO.: N/A
COUNTY: Okaloosa
PARCEL NO.: 608 Sandalwood Drive

DISPLACEE NAME:		
George E. O'Brian, IV		
MAKE WARRANT PAYABLE TO:	AMOUNT	☒ REGULAR PAYMENT ☐ ADVANCE CLAIM
George E. O'Brian, IV	$37,800.00	☐ PARTIAL PAYMENT ☐ ADVANCE PAYMENT
		(Balance: $0.00)

Total RHP claimed to date (including this claim) $ 37,800.00

ITEM	DOCUMENT TYPE	FORM #	TYPE OF PAYMENT: MOBILE HOME PURCHASE	PURCHASE ADDITIVE	DOWN PAYMENT ASSISTANCE	RENTAL ASSISTANCE	RELOCATION INCIDENTAL EXPENSES	INCREASED INTEREST	PENDING	ATTACHED
1	R.H.P. CLAIM	14	X	X	X	X	X	X	☐	☒
2	HOUSEHOLD SURVEY	02	X	X	X	X	X	X	☐	☒
3	R.H.P. DETERMINATION	05	X	X	X	X	X	X	☐	☒
4	ELIGIBILITY STATEMENT - 180-D OWNER	06		X			*	*	☐	☐
5	ELIGIBILITY STATEMENT – OTHERS	03			X	X	*	*	☐	☒
6	SUBJECT RENTAL/UTILITY DOCUMENTATION					X			☐	☒
7	R.H. RENTAL/UTILITY DOCUMENTATION					X			☐	☒
8	INCOME VERIFICATION					X			☐	☐
9	SUBJECT PROPERTY CLOSING STATEMENT			X			X	X	☐	☐
10	REPLACEMENT PROPERTY CLOSING STATEMENT			X	X		**	X	☐	☐
11	R.H. OCCUPANCY VERIFICATION/DSS CERTIF.	13		X	X	X			☐	☒
12	R.H. QUESTIONNAIRE – EACH COMP.	13		X		X			☐	☒
13	MORTGAGE NOTES – SUBJECT PROPERTY							X	☐	☐
14	MORTGAGE NOTE – R.H.							X	☐	☐
15	COMPUTATION WORKSHEET – INCREASED INTEREST							X	☐	☐
16	SUBJECT PROPERTY CARVE – OUT WORKSHEET			**					☐	☐
17	R.H. CARVE – OUT WORKSHEET			**				**	☐	☐
18	R.H. DOWNPAYMENT DOCUMENTATION				X	X			☐	☐
19	SUMMARY WORKSHEET								☐	☒
20	MOBILE HOME PURCHASE AGREEMENT AND TITLE		X						☐	☐
21	APPRAISAL								☐	☐
22	FORM ROW-F030-21 (FOR INITIAL CLAIM)								☐	☒
23	ESTIMATES (DS&S IMPROVEMENTS)		**	X	**	**	**	**	☐	☐
24	OTHER								☐	☐
25									☐	☐

LEGEND:
* -Item 4 or 5 ** If applicable X - Required

REMARKS:
608 Sandalwood Drive – Rent Supplement for 90-Day Occupant
$37,800.00

PREPARED BY / Marsha Hayes, HCS, Inc. SIGNATURE/TITLE, Consultant Agent — DATE 8/11/2022

REVIEWED BY / Jeffrey Cozadd SIGNATURE/TITLE, City of Destin — DATE

APPROVED BY / Lance Johnson SIGNATURE/TITLE, City of Destin, City Manager — DATE

APPLICATION AND CLAIM FOR REPLACEMENT HOUSING PAYMENT

Agency: City of Destin
Project: Destin Crosstown Connector
County: Okaloosa
Parcel: 608 Sandalwood

Displaced Tenant's Name: George E. O'Brian IV

Displaced Tenant's Address: 608 Sandalwood Drive, Destin, FL
Make Warrant Payable to: George E. O'Brian IV

Warrant Amount: $37,800.00

The undersigned, herein referred to as Claimant, hereby makes application for a replacement housing payment authorized by the City of Destin. Claimant, after first being duly sworn, deposed and says:

1. Claimant certifies that he/she is a legal resident of the United States, and upon a request by City of Destin, can provide documentation verifying legal residency.

2. That claimant rented and occupied the above referenced property for not less than 90 days prior to the initiation of negotiations by City of Destin for the acquisition of said property.

3. That claimant was required to move from the referenced property on 9/8/2022 and purchased or **rented** a replacement dwelling on 8/7/2022.

   The replacement dwelling is located at: 2230 Janet Street, Navarre, FL and was occupied on _____.

4. Claimant believes and is satisfied that said dwelling meets the requirements of being decent, safe and sanitary.

5. The total number of persons, including claimant, displaced by the acquisition of the former dwelling by City of Destin is 1.

6. Claimant requests that the payment in the amount of $ 37,800.00, applied for herein be made to (check one) ☒ claimant ☐ other (if payment is to be made to a person or persons other than claimant, the name and address of said payee should be written in space provided below and the explanation for payment given).

7. That claimant will permit representatives of City of Destin to inspect the replacement dwelling at reasonable times.

8. This Claim will be reviewed for approval of payment within ten (10) working days of receipt by City of Destin at its office located at: 4200 Indian Bayou Trail, Destin, FL 32541.

City of Destin Representative's Signature

Claimant Signature

STATE OF FLORIDA
OKALOOSA COUNTY

The foregoing instrument was acknowledged before me this 8th day of August 2022 by George E. O'Brian, IV who is personally known to me or who has produced FL Drivers License as identification, and who did take an oath.

Notary Public in and for the County and State last aforesaid:
My commission expires:
Serial No., if any:
Notary Signature:

MARSHA HAYES
Commission # HH 125262
Expires August 31, 2025
Bonded Thru Troy Fain Insurance 800-385-7019

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

HOUSEHOLD SURVEY QUESTIONNAIRE

NAME:
George E. O'Brian, IV (Micky)

STREET ADDRESS:
608 Sandalwood Drive, Destin, FL

MAILING ADDRESS:

EMAIL: itsmickyyall@hotmail.com

TELEPHONE NO.:
850-430-4329

LESS THAN 90-DAY OCCUPANT:
☐ YES ☒ NO

ITEM/SEGMENT #: Destin Connector
MANAGING DISTRICT: City of Destin
FAP #: N/A
STATE ROAD #: Destin Connector
COUNTY: Okaloosa
PARCEL #: 608 Sandalwood

UPDATED:
BY: _____ DATE: _____
BY: _____ DATE: _____
BY: _____ DATE: _____

RACE: ☒ WHITE ☐ AMERICAN INDIAN/ALASKAN NATIVE ☐ BLACK ☐ ASIAN AMERICAN/PACIFIC ISLANDER ☐ HISPANIC ☐ UNDISCLOSED

HEAD OF HOUSEHOLD AND ALL HOUSEHOLD OCCUPANTS ARE:
☒ Citizens of the United States ☐ Nationals of the United States ☐ Aliens lawfully present in the United States (Documentation required)

DATE OF OCCUPANCY: _____ VERIFICATION OF OCCUPANCY: Lease
☒ Support Documentation Attached

	NAME	AGE	RELATIONSHIP
1.	George E. O'Brian, IV	38	Self
2.			
3.			
4.			
5.			
6.			
7.			
8.			

EMPLOYER & ADDRESS (HEAD OF HOUSEHOLD):
Corcoran Revrele Destin
4014 East Commons Drive, Suite 100
Destin, Florida

TELEPHONE NO:
DISTANCE TO WORK:

EMPLOYER & ADDRESS (OTHER):

TELEPHONE NO:
DISTANCE TO WORK:

DOMICILE? ☒ YES ☐ NO IF NO, GIVE PERMANENT ADDRESS:

– COMPLETE FOR TENANTS ONLY –

MONTHLY UTILITY EXPENSE

Electric	$ 150.00
Water	$ 100.00
Sewage	$ 50.00
Other	$ 0.00
Total	$ 300.00

INCOME SOURCE	AMOUNT
W-2	$ 50,000.00
	$
	$
	$
TOTAL	$ 50,000.00

Contract Rent: $ 800.00
Market Rent: $
Rental Subsidy: $

Personal property on premises owned by other than occupants?
☐ YES ☒ NO

I HEREBY CERTIFY THAT THE ABOVE INFORMATION TO BE TRUE AND CORRECT:

SIGNED: _____ 6-3-22
OCCUPANT DATE

SUBJECT DWELLING:

TYPE: ☐ SINGLE-FAMILY ☒ MULTI-FAMILY ☐ MOBILE HOME ☐ OTHER

LIVABLE AREA: 1,004 SF	BR.	2	UTIL. RM.	1
LOT SIZE: 0.06 AC	BATHS	1.5	STORAGE	1
DWELLING AGE: 1993	LR	1	SCREEN PORCH	0
TYPE CONSTRUCTION: Frame	DR	1	FAMILY RM.	0
TOTAL ROOMS: 8	KIT	1	PATIO	1
	CARPORT	0	GARAGE	0
	HEATING TYPE	Central	OTHER	0
	AIR COND.	Central	TYPE Elec Units #	1
	WELL	Public	SEPTIC	No - Sewer

EXTERIOR ATTRIBUTES: Concrete Parking with Designated Parking

NEIGHBORHOOD TYPE: Residential ZONING SFR

DISTANCE TO SHOPPING:
Less than 1 Mile

DISTANCE TO CHURCH OF CHOICE: N/A

DISTANCE TO SCHOOLS:

ELEMENTARY: N/A

JR. HIGH: N/A

SR. HIGH: N/A

DISTANCE TO TRANSPORTATION: N/A

UTILIZED BY HOUSEHOLD?

☐ YES ☒ NO

FINANCING: ☐ FHA ☐ CONVENTIONAL ☐ VA ☒ NONE

MORTGAGE SERVICED BY: N/A
ADDRESS: N/A

INTEREST RATE: N/A

PRINCIPAL BALANCE: $0.00

MONTHLY PRINCIPAL & INTEREST PAYMENT: $0.00

REMAINING TERM: N/A

PREVAILING INTEREST RATE: N/A

REPLACEMENT DWELLING PREFERENCES:

NEIGHBORHOOD: Residential CITY: Destin COUNTY: Okaloosa

MAXIMUM AMOUNT ALLOCABLE FOR HOUSING (WITHIN OCCUPANT'S PRESENT FINANCIAL MEANS): $ Undetermined PURCHASE $ _____ RENT

TYPE DWELLING DESIRED:
☒ SINGLE – FAMILY
☒ MULTI-FAMILY
☐ MOBILE HOME

DISPLACEE PLANS TO:
☒ BUY
☒ RENT
☐ BUILD
☐ RETAIN

REMAINDER PROPERTY ADEQUATE? ☐ YES ☒ NO

OWN OTHER PROPERTY THAT IS ADEQUATE? ☐ YES ☒ NO AVAILABLE? ☐ YES ☒ NO

WILL SUBSIDIZED HOUSING BE REQUIRED? ☐ YES ☒ NO

SPECIAL FAMILY NEEDS:
Destin Health & Fitness; Miramar Recovery Center - would like to stay within this area; possibly Navarre area.

REMARKS:

AGENT'S SIGNATURE _____ DATE 6/3/22

PRINT NAME/TITLE Marsha Hayes, SR/WA - Hayes Consulting Services, LLC

608

Right of Way

REPLACEMENT HOUSING PAYMENT DETERMINATION
AND
STATEMENT OF ELIGIBILITY FOR SUPPLEMENTARY
REPLACEMENT HOUSING PAYMENT FOR 90 DAY TENANT OCCUPANT

This is to certify that George E. O'Brian, IV, residing at 608 Sandalwood Drive, Destin, FL:

☐ will not be eligible for a replacement housing payment because:

_____

☒ *will be eligible for the amount required to rent a decent, safe, and sanitary dwelling not to exceed **$37,800.00** as a tenant who elects to rent. This amount is based upon the difference between the current rental rate plus average utilities and the rental rate and utilities of the comparable replacement dwelling offered by City of Destin of $1,850/month plus average utilities of $150/month. If the displacee rents a replacement dwelling with a different rental rate, the amount of the eligibility may change. The tenant is also eligible to convert the **$37,800.00** to a down payment to purchase a decent, safe and sanitary replacement dwelling.

The displacee will be eligible for the payment as indicated above provided he/she rents and occupies or purchases and occupies decent, safe and sanitary replacement housing within one year from the time he/she was required to move. Payments will not be made until the displacee occupies the replacement unit.

If you are eligible for a replacement housing payment, please refer to Page 2 of this document for the location and further information on the comparable replacement dwelling offered to you, and the calculation of the replacement housing payment.

SIGNED: tajohnson DATED: 08/17/2022 6/12/2022

TITLE: City of Destin

RECEIPT ACKNOWLEDGED BY DISPLACEE:

Delivered Electronically DATED: 6/12/2022

*Contingent Upon City of Destin – City Council approval and sale of property to City of Destin by owner.

Occupant and Address:

George E. O'Brian, IV

608 Sandalwood Drive, Destin, Florida

The determination of replacement value is based on the following comparable which is decent, safe and sanitary as determined by City of Destin, Florida. The comparable is open to all persons regardless of race, color, religion, sex, or national origin.

COMPARABLE:

ADDRESS: 308 W Miracle Strip Parkway, Unit 30A, Ft. Walton Beach, FL 32548

DISTANCE FROM SUBJECT: 9.4 miles

MONTHLY RENTAL: $1,850/month

MONTHLY UTILITIES: $150/month (average electric bill/ water, sewer, garbage included.)

TENURE:
SUBJECT PROPERTY:

☐ OWNER ☒ TENANT

REPLACEMENT PROPERTY:

☐ OWNER ☒ TENANT

ELIGIBILITY BASED UPON: ☐ 12 months or less ☒ more than 12 months

COMPARABLE VALUE ANALYSIS - RENTAL ASSISTANCE:

BASED UPON CURRENT RENTAL PRICE INCLUDING UTILITIES OF:

COMPARABLE ANALYSIS FINDING (Rent + Utilities) $ 2,000.00
(Water, Sewer & Garbage included in comparable rental unit rent amount.)

LESS: Current Rent + Utilities ($800 + $300) $ 1,100.00

EQUALS: RENT DIFFERENTIAL
$ 900.00 X ☒ 42 months

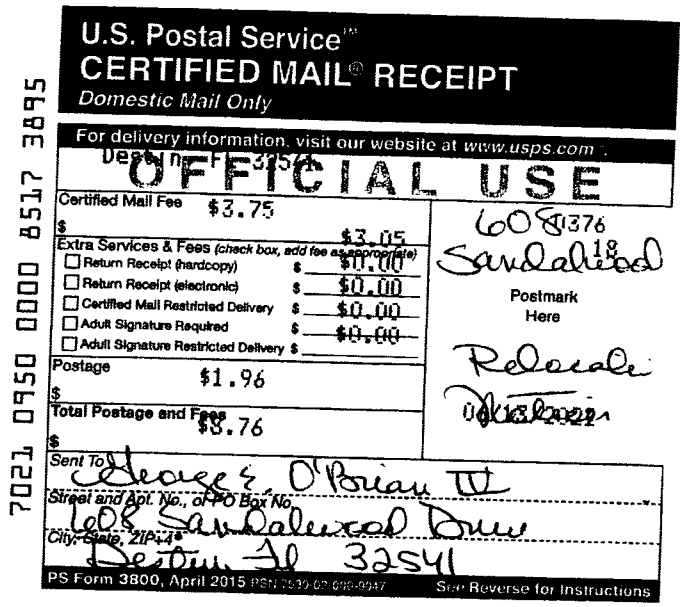
EQUALS: AMOUNT OF RENTAL ASSISTANCE PAYMENT $ 37,800.00

SUBMITTED: _____ 6/12/2022

REVIEWED: _____ _____

APPROVED: _____ _____

7021 0950 0000 8517 3895



U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

Destin, FL 32541

OFFICIAL USE

Certified Mail Fee $3.75	608 Sandalwood 18
$ $3.05	
Extra Services & Fees (check box, add fee as appropriate)	Postmark Here
☐ Return Receipt (hardcopy) $ $0.00	
☐ Return Receipt (electronic) $ $0.00	
☐ Certified Mail Restricted Delivery $ $0.00	
☐ Adult Signature Required $ $0.00	Relocate
☐ Adult Signature Restricted Delivery $	
Postage $1.96	06/13/2022
$	
Total Postage and Fees $3.76	
$	

Sent To George E. O'Brian III

Street and Apt. No., or PO Box No. 608 Sandalwood Drive

City, State, ZIP+4® Destin, FL 32541

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

Delivered 6/17/22

ON

USPS Tracking®

FAQs >

Track Another Package +

Tracking Number: 70210950000085173895

Remove ×

Your item was delivered to an individual at the address at 1:02 pm on June 17, 2022 in DESTIN, FL 32541.

USPS Tracking Plus® Available ∨

Delivered, Left with Individual

June 17, 2022 at 1:02 pm
DESTIN, FL 32541

Feedback

Get Updates ∨

Text & Email Updates ∨

Tracking History ∧

June 17, 2022, 1:02 pm
Delivered, Left with Individual
DESTIN, FL 32541
Your item was delivered to an individual at the address at 1:02 pm on June 17, 2022 in DESTIN, FL 32541.

June 17, 2022, 2:58 am
Departed USPS Regional Destination Facility
PENSACOLA FL PROCESSING CENTER

June 15, 2022, 1:21 pm

Arrived at USPS Regional Destination Facility
PENSACOLA FL PROCESSING CENTER

June 14, 2022, 8:32 pm
Departed USPS Regional Facility
GREENSBORO NC DISTRIBUTION CENTER

June 14, 2022, 12:05 am
Arrived at USPS Regional Origin Facility
GREENSBORO NC DISTRIBUTION CENTER

June 13, 2022, 4:31 pm
Departed Post Office
WEST END, NC 27376

June 13, 2022, 1:00 pm
USPS in possession of item
WEST END, NC 27376

Feedback

USPS Tracking Plus® ⌄

Product Information ⌄

See Less ^

Can't find what you're looking for?

Go to our FAQs section to find answers to your tracking questions.

FAQs

Check Availability Save

Destin, FL

Presented by: April Pierce, Agent with Newcastle Property Management

NEW

Call Leasing Agent
Cassidy
850.424-7403.

Avg Utilities

Electric $150.00
Water, Trash - Included
Sewer

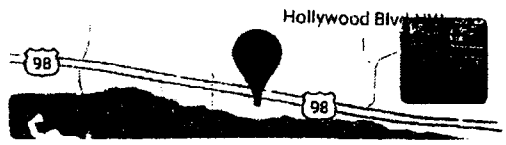
$150.00

For Rent

Get Moving Quotes

$1,850 /mo

2 bed 2 bath 1,030 sqft



308 SW Miracle Strip Pkwy Unit 30A

308 SW Miracle Strip Pkwy Unit 30A, Fort Walton Beach, FL 32548 Add a commute

Property Type	Condos
Pets	Check pet policy
Last updated	1 week ago
Availability	Check availability

BEAUTIFUL views of the Inter Coastal Waterways! Don't miss out on this elegant 2 bedroom, 2 bath ground unit located in Fountainhead Condominium. Less than 15 minuets to Destin and Hurlburt Field AFB! Features include: Tile & vinyl plank flooring throughout, stainless steel appliances, and granite countertops in kitchen. No washer & dryer in the unit. Amenities include a large community pool, rec room, 24hr laundry, tennis court, boat slips, dock, and meeting rooms. Water, trash, and sewer is included. Schedule your showing

Other Property Info

- Source Listing Status: Active
- County: Okaloosa
- Directions: Going West of Ft Walton Beach on Highway 98 just past Memorial take a left into Fountainhead- Building #30, Unit "A"
- Restrictions: Lease Required
- Source Property Type: Condominium
- Area: 12 - Fort Walton Beach
- Property Subtype: condo
- Source Neighborhood: FOUNTAINHEAD CONDO
- Subdivision: FOUNTAINHEAD CONDO
- Zoning: Resid Multi-Family
- Source System Name: C2C

Building and Construction

- Total Square Feet Living: 1030
- Building Exterior Type: Siding Vinyl, Trim Vinyl
- Levels or Stories: 1.0

Home Features

- Energy: AC - Central Elect, Heat Cntrl Electric, Water Heater - Elect

Find out more about this rental

[redacted]

SEE LESS

Fees & terms

City of Destin – Destin Crosstown Connector
608 Sandalwood Drive – George E. O'Brian, IV

SUMMARY WORKSHEET

Actual Rent plus utilities for Comparable rental	$ 2,000.00/month
Actual Rent plus utilities for Subject	$ 1,100.00/month
Rent Supplement (up to)	**$ 900.00/month**
X 42 months	**$ 37,800.00**

LEASE AGREEMENT

THIS AGREEMENT, entered into this 1st day of January 2022 between George & Darla O'Brian hereinafter called the Lessor, and George O'Brian IV, hereinafter called the Lessee.

WITNESSETH, That in consideration of the covenants herein contained, on the part of the said Lessee to be kept and performed, the said Lessor does hereby demise and lease to the said Lessee that certain property:

Two story townhome located at 608 Sandalwood Drive, Destin FL 32541

To hold the said premises hereby devised unto the said Lessee from the 1st day of January 2022 to the 31st day of December 2022, the said Lessee paying therefor the rent of One thousand one hundred ($1,100) Dollars. Monthly rent is to be paid as follows:
Due on the 1st day of each month, check or money order paid to Cash Flow 101, LLC

The Lessor covenant with the Lessee that the Lessee paying the rent when due as aforesaid, shall peaceably and quietly use, occupy and possess the said premises for the full term of the lease without let, hindrance, eviction, molestation or interruption whatever, except as provided below, and the said Lessee covenants with the Lessor:

1. To pay said rent herein before reserved at the time at which the same is made payable.

3. Not to suffer or commit any waste of the premises, nor make any unlawful, improper or offensive use of the same.

4. Not to assign this lease or underlet the said premises or any part thereof without the previous consent of the said Lessor being first obtained in writing.

5. That this lease shall terminate when the Lessee vacates the said premises providing all payments have been made hereunder or a sub-lease agreement has been executed.

6. At the termination of said tenancy to quietly yield up the said buildings and grounds in as good and tenantable condition in all respects (reasonable wear and use and damage by fire and other unavoidable causes excepted) as the same now are.

7. The Lessee has no authority to make any alterations to the premises or to incur any debt or make any charge against the Lessor or create any lien upon the leased property for any work done or materials furnished without the express consent of the Lessor in writing.

8. Additional agreements:

a) No smoking or vaping inside the property

b) No painting or modifications to property unless approved in writing by the Lessor

c) Property will be cleaned by lessee when vacating

d) No pets allowed

e) Lessee will provide 30 day notice (in writing) if vacating the property at the end of the lease

IT IS HEREBY AGREED that all expenses in connection with upkeep of the grounds will be paid for by the Lessee

PROVIDED ALWAYS that in the event of any breach of the covenants and agreements herein contained by either the Lessor or Lessee, if such breach is not cured within fifteen (15) days after due notice is given of such breach, then the aggrieved party may, at his option, declare this lease void and immediately terminate same. In the event that the rent herby reserved, or an part thereof shall be in arrears, the Lessor may declare this lease terminated and enter upon and take possession of said premises and expel the occupant thereof without in anywise being a trespasser.

PROVIDED ALWAYS that if the premises or any part thereof shall at any time during the said term be destroyed or rendered uninhabitable by fire or storm or any other cause outside the control of the Lessee, then the payment of the rent hereby reserved, or a proportionate part thereof, according to the extent of the damage incurred, shall be suspended until the premises shall have been reinstated and rendered fit for habitation. Provided, however, that if the premises are not rendered habitable within a period of thirty (30) days then the Lessee may, at his option, declare the lease null and void and vacate the premises permanently with no further obligations under the terms of this lease.

WITNESSE OUR HANDS AND SEALS, in triplicate, on the day and year first above written. Signed, Sealed, and Delivered in the presence of:

Darla O'Brian 1/1/22

Lessor Date

STANDARD LEASE AGREEMENT

This Agreement executed on 8/7/2022 by and between: The individuals known as Christy Barnes & George E O'Brian IV, the Tenant(s) may also use the address for any notice, hereinafter known as the "Landlord", AND Individual(s) known as
Tenant George O'Brian IV
Tenant_____
Tenant_____
Tenant_____
hereinafter known as the "Tenant(s)" agree to the following:

OFFER TO RENT: The Landlord hereby rents to the Tenant(s), subject to the following terms and conditions of this Agreement, a single-family home with the address of 2230 Janet St Navarre FL 32566, consisting of 2 bathroom(s) and 3 bedroom(s) hereinafter known as the "Premises". The Landlord may also use the address for notices sent to the Tenant(s). Tenant(s) shall pay the Landlord in equal monthly installments of: $2,000.00 Dollars), hereinafter known as the "Rent".
PURPOSE: The Tenant(s) and any Occupant(s) may only use the Premises as a residential dwelling. It may not be used for storage, manufacturing of any type of food or product, professional service(s), or for any commercial use unless otherwise stated in this Agreement.
FURNISHINGS: The Premises is not furnished.
APPLIANCES: The Landlord shall provide the following appliances: Dishwasher, Fan(s), Hot Water Heater, HVAC, Microwave, Oven(s), Refrigerator, and Stove(s). All other appliances to be provided by the Tenant(s). Any damage to the Landlord's appliances shall be the liability of the Tenant(s), reasonable wear-and-tear excepted, to be billed directly or less the Security Deposit.
LEASE TERM: This Agreement shall be a fixed-period arrangement beginning on: 8/15/2022
And ending: 8/15/2023 ,with the Tenant(s) being required to move-out at the end of the Lease Term if a new Lease Agreement is not authorized.

1. RENT: The monthly rent, in the amount set forth above, is due in advance on or before the **1st of each month by 12pm**, by payment of Check Or Bank Deposit @ Eglin Federal Credit Union. In the event that any rent payment is not paid to Landlord by the 1st day of the month, Tenant shall pay to Landlord, in addition to the rent and any other charge due hereunder, a late charge in the amount of **$50.00**, plus an additional charge of **$5.00** per day for each day thereafter, which late charge and additional charge shall be deemed additional rent, until the rent and late charge(s) are fully paid. Payment or receipt of a rental payment of less than the full amount due shall be deemed to be nothing more than partial payment on that month's account. Under no circumstances shall Landlord's acceptance of a partial payment constitute accord and satisfaction, nor forfeit Landlord's right to collect the balance due on the account, despite any endorsement, stipulation, or other statement on any check of monetary instrument. If any check for rent is returned to the Landlord or its agent for non-sufficient funds or other reason, late charges will continue until rent is actually paid by Tenant(s). Further, Tenant(s) must pay Landlord a service charge of **$50.00**, plus any other charges and penalties provided by Florida law, plus any accrued late charge(s), as additional rent.

Tenant Initials: GEOI Tenant Initials: _____ Tenant Initials: _____

Tenant Initials: _____

Owner/Agent Initials: CB

Electronically Signed using eSignOnline™ [Session ID 62e35cab-f6e5-4107-80da-67a38b980ea7]

If two of Tenant's payments are dishonored, Tenant(s) must pay all future rent, late charges, and all other amounts due to Landlord under this Lease by cashier's check or money order. Landlord is not required to redeposit a dishonored check. All payments, at Landlord's option, may first be applied to any prior outstanding balance owed by Tenant(s) to Landlord under this Lease, then any current balance due. All sums due from Tenant(s) to Landlord under this Lease, or the Lease Rules, Regulations and Policies, or any addendum, whether or not expressly described as such, shall be considered rent.

Notwithstanding anything in this Lease to the contrary, if, from any circumstances whatsoever, fulfillment of any provision of this Lease at the time performance of said provision shall be due shall involve transcending the limit of validity prescribed by the usury laws of the State of Florida or any other law of the State of Florida as preempted and prescribed from time to time by the laws of the United States of America or any rule or regulation of any department or agency thereof, then ipso facto the obligation to be fulfilled shall be reduced to the limit of such validity so that in no event shall exaction be possible under this Lease in excess of the limit of such validity and if under any circumstances whatsoever charges or fees deemed to be in the nature of interest in excess of the limit of such validity will have been paid by Tenant(s) in connection with this Lease, such excess shall be applied by Landlord to any unpaid rent under this Lease or refunded to Tenant(s), the manner of handling such excess to be at Landlord's election, and/or in case any such excess charges or fees has accrued, the Landlord shall eliminate such excess so that under no circumstances shall charges or fees on account of this Lease exceed the maximum rate allowed by the laws of the State of Florida as preempted and prescribed from time to time by the laws of the United States of America or any rule or regulation of any department or agency thereof.

2. CONDITION OF PREMISES: Tenant(s) agrees that he/she has examined the leased premises prior to signing this Lease and agrees that the leased premises is in clean, good and working condition. Tenant(s) shall keep and maintain, and cause its occupant(s) and guest(s) to keep and maintain, the leased premises in good condition, ordinary wear and tear excepted. Tenant(s) shall quit and surrender the leased premises at the end of the lease term in as good condition as existed at the beginning of the lease term, ordinary wear and tear excepted. Tenant(s) shall not make any alterations, additions or improvements in the leased premises without the prior written consent of Landlord, which consent may be withheld at Landlord's sole discretion. Any alterations, additions, or improvements, which may have been made by Tenant(s) shall be the property of Landlord and shall remain upon the leased premises at the termination of this Lease. Tenant(s) shall not install dishwashers, air conditioners, aerials or other appliances or similar equipment without the prior written consent of Landlord, which consent may be withheld at Landlord's sole discretion.

3. PRE-PAYMENT: The Landlord shall not require any pre-payment of rent by the Tenant(s).

4. PRORATION PERIOD: The Tenant(s) will not move into the Premises before the start of the Lease Term.

5. SECURITY DEPOSIT: A Security Deposit in the amount of $ 1,500.00 (US Dollars) shall be required by the Tenant(s) at the execution of this Agreement to the Landlord for the faithful performance of all the terms and conditions. Tenant(s) may not unilaterally apply the security deposit toward any unpaid rent, late charge, or other amount owed to Landlord during the lease term. Tenant's liability to Landlord under this Lease and/or Florida law is in no way limited by the amount of the security deposit. Pursuant to Florida Law, the following information is provided to Tenant(s): The Security Deposit is to be returned to the Tenant(s) within 15 days after this Agreement has terminated, less any damage charges and without interest. If the Landlord makes any deductions from the Security Deposit, the allowed time-frame to return the funds shall extend to thirty (30) days after this Agreement has terminated per Florida law. The Security Deposit shall not be credited towards rent unless the Landlord gives their written consent. The Landlord agrees to give the Tenant(s) a receipt in accordance with § 83.49 for their Security Deposit. This Agreement requires payment of certain deposits. The Landlord may transfer advance rents to the Landlord's account as they are due and without notice. When the Tenant(s) move out, the Tenant(s) must give the Landlord their new address so that the Landlord can send the Tenant(s)notices regarding their deposit. The Landlord must mail the Tenant(s) notice, within thirty (30) days after move out, of

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the Landlord's intent to impose a claim against the deposit. If the Tenant(s) do not reply to the Landlord stating their Tenant(s) fail to timely object to a claim, the Landlord may collect from the deposit, but the Tenant(s) may later file a lawsuit claiming a refund. The Tenant(s) should attempt to informally resolve any dispute before filing a lawsuit. Generally, the party in whose favor a judgment is rendered will be awarded the costs and attorney fees objection to the claim within fifteen (15) days after receipt of the Landlord's notice, the Landlord will collect the claim and must mail the Tenant(s) the remaining deposit, if any. If the Landlord fails to timely mail the Tenant(s) notice, the Landlord must return the deposit but may later file a lawsuit against the Tenant(s) for damages. If the payable by the losing party. This disclosure is basic but required by the State of Florida. Please refer to Part II of Chapter 83, Florida Statutes, to determine the Tenant(s) legal rights and obligations.

6. POSSESSION: Tenant(s) has examined the condition of the Premises and by taking possession acknowledges that they have accepted the Premises in good order and in its current condition except as herein otherwise stated. Failure of the Landlord to deliver possession of the Premises at the start of the Lease Term to the Tenant(s) shall terminate this Agreement at the option of the Tenant(s).

Furthermore, under such failure to deliver possession by the Landlord, and if the Tenant(s) cancels this Agreement, the Security Deposit (if any) shall be returned to the Tenant(s) along with any other pre-paid rent, fees, including if the Tenant(s) paid a fee during the application process before the execution of this Agreement.

7. ACCESS: Upon the beginning of the Proration Period or the start of the Lease Term, whichever is earlier, the Landlord agrees to give access to the Tenant(s) in the form of keys, fobs, cards, or any type of keyless security entry as needed to enter the common areas and the Premises. Duplicate copies of the access provided may only be authorized under the consent of the Landlord and, if any replacements are needed, the Landlord may provide them for a fee. At the end of this Agreement all access provided to the Tenant(s) shall be returned to the Landlord or a fee will be charged to the Tenant(s) or the fee will be subtracted from the Security Deposit.

8. MOVE-IN INSPECTION: Before, at the time of the Tenant(s) accepting possession, or shortly thereafter, the Landlord and Tenant(s) shall perform an inspection documenting the present condition of all appliances, fixtures, furniture, and any existing damage within the Premises.

9. SUBLETTING: The Tenant(s) shall not have the right to sub-let the Premises or any part thereof without the prior written consent of the Landlord. If consent is granted by the Landlord, the Tenant(s) will be responsible for all actions and liabilities of the Sublessee including but not limited to: damage to the Premises, non-payment of rent, and any eviction process (In the event of an eviction the Tenant(s) shall be responsible for all court filing fee(s), representation, and any other fee(s) associated with removing the Sublessee). The consent by the Landlord to one sub-let shall not be deemed to be consent to any subsequent subletting.

10. ABANDONMENT: If the Tenant(s) vacates or abandons the property for a time-period that is the minimum set by State law or fifteen (15) days, whichever is less, the Landlord shall have the right to terminate this Agreement immediately and remove all belongings including any personal property off of the Premises. If the Tenant(s) vacates or abandons the property, the Landlord shall immediately have the right to terminate this Agreement. In the event Tenant(s) abandons the leased premises, Tenant(s) hereby acknowledges that it is also abandoning all personal property remaining at the leased premises and authorizes Landlord to dispose of said property as Landlord deems appropriate, in Landlord's sole discretion, including, but not limited to, hauling the personal property to the nearest public right-of-way. Tenant's possession of the leased premises, but does not affect Tenant's obligations under this Lease.

11. ASSIGNMENT: Tenant(s) shall not assign this Lease without the prior written consent of the Landlord. The consent by the Landlord to one assignment shall not be deemed to be consent to any subsequent assignment. In the event Tenant(s) abandons the leased premises, Tenant(s) hereby acknowledges that it is also abandoning all personal property remaining at the leased premises and authorizes Landlord to dispose of said property as Landlord deems appropriate, in Landlord's sole discretion, including, but not limited to, hauling the personal

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to the nearest public right-of-way.

12. RULES, REGULATIONS AND POLICIES: Tenant(s) and all occupant(s) and guest(s) shall comply with all rules, regulations and policies now in effect or adopted by Landlord at any time hereafter during the term of this Lease, regarding matters; including, but not limited to, the house community as a whole and the leased premises. The foregoing rules, regulations and policies shall be incorporated herein by reference to this Lease as additional terms, conditions and provisions to the same as if originally stated in this Lease. Landlord shall have the authority to amend, at its sole discretion, any or all such rules, regulations and policies by delivering written notice of such amendments to the Tenant(s).

13. PARKING: Tenant(s) agrees to comply, cause its occupant(s) and guest(s) to comply, with all signs, notices, rules and policies posted on or around the residential community relating to driving, parking, storage and use and maintenance of vehicles. Tenant(s) and occupant(s) must register their vehicle(s) with the Landlord. As used herein, the term "vehicle" shall include, but not be limited to, car, truck, sports utility vehicle, jeep, ATV, motorcycle, trailer, camper, boat or other recreational vehicle of any kind. The Landlord shall provide the Tenant(s) 4 Parking Spaces. The Landlord shall not charge a fee for any parking provided for the vehicle(s). The Parking Space(s) can be described as: Two car garage and private driveway. The Tenant(s) or any guest(s) of Tenant(s) or occupant (s) **shall not park on the road, grass or any other location.**

The following are strictly prohibited:

a. Vehicles; including, but not limited to, motorcycles or mopeds being parked or stored in an house, common area, hallway, patio/balcony, sidewalk or walkway of any kind.

b. Parking in an area designated as a fire lane, "no parking" area or a designated reserved area.

c. Parking in a grass or landscaped area.

d. Obstructing a driveway.

e. Storage of vehicles of any kind without the prior written permission of Landlord, which permission may be withheld at Landlord's sole discretion.

f. Car washing, oil changes and mechanical work on vehicles are to be properly cleaned up.

g. Trailers, camper, boat or other recreational vehicle must be parked behind fence out of plain sight.

All vehicles that fail to comply with Landlord's rules may be towed at the vehicle owner or Tenant's expense after 3rd violation. Acceptance of the parking privileges described herein constitutes an agreement by Tenant (a) to comply with all applicable traffic rules and regulations, and (b) that any vehicle parked, operated, or driven on or around the residential community shall be solely at the risk of Tenant(s) or its occupant(s) or guest(s) and Landlord shall not be liable for any loss or damage whatsoever.

14. RIGHT OF ENTRY: The Landlord shall have the right to enter the Premises during normal working hours by providing at least twelve (12) hours notice oral or written in order for inspection, make necessary repairs, alterations or improvements, to supply services as agreed or for any reasonable purpose. The Landlord may exhibit the Premises to prospective purchasers, mortgagees, or lessees upon reasonable notice.

15. LOCKS: Tenant shall not alter, replace or add locks, bolts or any other attachments (example, knockers), to any door without the Landlord's prior written consent. In the event that Landlord consents to any changed or new lock(s) or any attachments, then the same shall become the immediate property of Landlord and shall not be removed by Tenant, and Tenant shall promptly provide Landlord with a key to such lock(s). Upon vacating the leased premises, Tenant shall return to Landlord all the keys/FOBs to the leased premises, mailbox, recreational facilities (if applicable) or amenities (if applicable) and access gate (if applicable).

16. SALE OF PROPERTY: If the Premises is sold, the Tenant(s) is to be notified of the new Owner, and if there is a new Manager, their contact details for repairs and maintenance shall be forwarded. If the Premises is conveyed to another party, the new owner shall not have the right to terminate this Agreement and it shall continue under the terms and conditions agreed upon by the Landlord and Tenant(s).

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17. OCCUPANCY: The house is to be occupied solely as a residential dwelling by tenant and those persons listed as occupants on the Lease. Persons not named in the Lease, as tenants or occupants, are not allowed to occupy the house.

18. UTILITIES: The Landlord agrees to pay for the following utilities and services: Electric, Water & Trash $300.00 Tenant(s) is responsible for all other utilities. Please see Utilities Addendum.

19. SATELLITE DISH OR ANTENNA: Satellite dishes and antennas may not be installed. In the event Tenant(s) fails to sign the required addendum and comply therewith prior to installing the satellite dish or antenna, Landlord reserves the right to remove, at Tenant's expense, the satellite dish or antenna and restore the condition of the leased premises.

20. MAINTENANCE, REPAIRS, OR ALTERATIONS: The Tenant(s) shall, at their own expense and at all times, maintain premises in a clean and sanitary manner, and shall surrender the same at termination hereof, in as good condition as received, normal wear and tear excepted. The Tenant(s) may not make any alterations to the leased premises without the consent in writing of the Landlord. The Landlord shall be responsible for repairs to the interior and exterior of the building. Window blinds provided by the Landlord must be used. No signs, signal illuminations, non-approved drapery, window tint, foil, awnings, aerial or wiring, or other equipment shall be exhibited, affixed or exposed on or at any window, door, roof or on any part of the outside of the house or community without the prior written consent of the Landlord. Tenant(s) will not repaint, change or alter any part of the leased premises. Tenant(s) may hang pictures, mirrors or other items with finishing nails. The use of adhesives or bolts is strictly prohibited (**MOUNTING OF TELEVISION(s) IS STRICTLY PROHIBITED**). Holiday décor does **NOT** require written permission but must not damage the structure and be **removed within 30 days** of the end of the holiday. Dehumidifier unit and/or air conditioning unit, the Landlord makes no warranty as to the repair or replacement of units if one or all shall fail to operate. The Landlord will place fresh batteries in all battery-operated smoke detectors when the Tenant(s) moves into the premises. After the initial placement of the fresh batteries, it is the responsibility of the Tenant(s) to replace batteries when needed. The Landlord will provide all LED light bulbs. After the initial placement of the bulbs it is the responsibility of the Tenant(s) to replace with a LED bulb when needed. A new HVAC Filter will be provided and good for 3 months per manufactory. After initial filter install it is the Tenant(s) responsibility to replace. An annual "cursory" inspection may be required for all fire extinguishers to make sure they are fully charged.

* Tenants shall maintain exclusive control over all exterior portions of the premises and shall be solely responsible for all maintenance of lawns, vegetation and landscaping. Tenants shall maintain the yard in substantially the same condition as the yard was at the commencement of the original rental agreement, including but not limited to weeding, watering and mowing the lawn and any other areas of the yard as necessary to maintain such condition. If this condition is not met landlord may, after notice and an opportunity to cure, hire a landscaping contractor to correct the deficiency at tenants expense. Tenants agree to pay such charges in full on demand. If there is a sprinkler system, tenants agree to keep the watering schedule as determined by landlord and in accordance with any local water restrictions.

21. HOUSE IS AS-IS; FIXTURES AND APPLIANCES: Tenant(s) accepts the house, and all fixtures and appliances located therein, in AS-IS condition except for conditions that materially affect the health or safety of ordinary persons. Tenant(s) is responsible for closing all windows, turning off all electrical appliances and water faucets, and locking the door and windows prior to leaving the house. Plumbing fixtures shall be used only for the purpose for which they were designed. Tenant(s) shall not interfere in any manner with the plumbing fixtures, electrical wiring, heating or air conditioning, lighting, or utilities or telecommunication devices in or around the leased premises or the residential community.

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22. EARLY TERMINATION: The Tenant(s) may not be able to cancel this Agreement unless the Tenant is a victim of Domestic Violence, in such case, the Tenant may be able to cancel in accordance with any local, state, or federal laws. OFFER OF LIQUIDATED DAMAGES/EARLY TERMINATION FEE IN THE EVENT OF AN EARLY TERMINATION OF LEASE. Landlord hereby offers to Tenant the option of agreeing to liquidated damages / early termination fee in the event Tenant vacates his/her house prior to the end of Tenant's Lease term:

Option A: [ ] I agree to pay $_____ (an amount that does not exceed 2 months' rent) as liquidated damages or an early termination fee if I elect to terminate the Lease, and the Landlord waives the right to seek additional rent beyond the month in which the Landlord retakes possession.

Option B: [ ] I do not agree to liquidated damages or an early termination fee, and I acknowledge that the Landlord may seek damages pursuant to the Lease and/or applicable law.

In the event that Tenant desires to terminate his/her/their Lease prior to the end of the lease term, Tenant(s) must fully comply with the following: A. Tenant(s) must provide Landlord written notice, delivered to Landlord, no less than 60 days prior to the date of the lease termination, stating (i) Tenant's desire to terminate his/her/their lease prior to the end of the lease term and (ii) the date upon which Tenant's lease shall terminate. B. The date of the lease termination must be at the end of a calendar month. C. Tenant(s) must pay all rent and other charges due to the Landlord through the date of the lease termination, and charges for damages to the house. D. Tenant(s) must also pay the early termination fee set forth in Option A above. E. Upon an early termination of the Lease, Tenant(s) shall peacefully surrender his/her/their house and turn in all keys and FOBs (if any) to Landlord's leasing office.

23. PETS: The Tenant(s) shall not be allowed to have pets on the Premises or common areas except those that are necessary for individuals with disabilities unless written approval is given by Landlord. Please see No Pet/**Pet Addendum**.

24. ANIMALS: No dogs, cats, birds or other animals shall be kept, even temporarily, in or upon the leased premises or on or around the residential community without the prior written permission of Landlord. In the event that Tenant(s) keeps an animal in violation of this section, Landlord shall be entitled to receive from Tenant(s), in addition to all other remedies available to Landlord, the amount of $_____a day for each animal until the animal is removed or the Tenant's eviction is completed. In the event that Landlord approves, in writing, an animal to reside in the leased premises, the Tenant(s) and its occupants and guests must at all times adhere to the pet policies of Landlord; including, but not limited to, the policy that animals may only urinate or defecate within certain designated areas of the house community and the defecation must be immediately removed and disposed. Tenant shall be charged $_____ per occurrence for failure to properly dispose of any defecation.

25. LITTERING: Littering on grounds/parking lots is not permitted. Tenant(s) will be charged a minimum of $_____per occurrence for littering committed or caused by Tenant(s) or his/her/their occupant(s) or guests.

26. NOISE/WASTE: The Tenant(s) agrees not to commit waste on the premises, maintain, or permit to be maintained, a nuisance thereon, or use, or permit the premises to be used, in an unlawful manner. The Tenant(s) further agrees to abide by any and all local, county, and State noise ordinances.

27. USE AND TRESPASSING: The leased premises are for residential use only. Without limiting the foregoing, the Tenant(s) shall not operate a business or commercial enterprise or conduct any business or commercial activities whatsoever in or from the leased premises. The leased premises will be occupied only by the Tenant(s) and occupants specifically identified on Page 1 of this Lease. No other individuals will be allowed to occupy the leased premises without the prior written consent of Landlord, which consent may be withheld at Landlord's sole discretion. Without limiting the foregoing, any prior tenant or occupant of an house at the house community whose possessory interest or leasehold interest was terminated by Landlord, any trespasser, any individual that the police, Landlord or Landlord's agents have removed or directed to leave the house community and/or any other individual whose presence on or around the house community is unauthorized ("Terminated Person") shall not be permitted to return to the house community as a tenant or guest without the prior written consent of Landlord, which consent may be withheld at Landlord's sole discretion. Without limiting the foregoing, a Terminated Person shall not be permitted to stay in any house at the residential

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community or visit the residential community for any other reason and shall be considered unauthorized and any Tenant(s) and/or occupants that permits the presence of a Terminated Person or unauthorized person shall be in material violation of this Lease. In the event that the residential community has any common areas, laundry rooms, pool, fitness center, business center, playground, picnic or other recreational facilities or amenities, Tenant(s) acknowledges and agrees that (a) the use of the same is a privilege and not a contractual right, (b) this privilege is conditioned on Tenant and Tenant's occupants and guests strict compliance of all rules, regulations, and policies as well as all posted signs or notices pertaining thereto, (c) these recreational facilities and amenities may be changed, conditioned or restricted and this privilege may be revoked or suspended by Landlord at any time in accordance with applicable law, (d) without limiting anything contained herein, any misuse or abuse of these recreational facilities and amenities is a material violation of this Lease,(e) Tenant and Tenant's occupants and guests assume all risks, dangers and hazards related to or connected with use of any recreational facilities and amenities, and (f) Tenant and Tenant's occupants and guests waive and release all claims and indemnify Landlord, and each of its respective successors, assigns, officers, directors, shareholders, managers, members, general partners, limited partners, employees, representatives, management companies, servants, agents, contractors and/or affiliates, from any and all claims for injury, death and any damages or losses of any kind related to or connected with Tenant or Tenant's occupant(s) and guest(s)' use of
any recreational facilities and amenities. **IT IS STRONGLY RECOMMENDED THAT TENANT OBTAIN LIABILITY AND CASUALTY INSURANCE TO PROTECT TENANT AND TENANT'S OCCUPANTS AND GUESTS, AND THE PROPERTY BELONGING TO SUCH PERSONS. TENANT IRREFUTABLY AGREES THAT FAILURE TO MAINTAIN LIABILITY AND CASUALTY INSURANCE SHALL IN NO WAY LIMIT THE LIABILITY OF TENANT(s) UNDER THIS LEASE.**

28. GUESTS: There shall be no other persons living on the Premises other than the Tenant(s) and any Occupant(s). Guests of the Tenant(s) are allowed for periods not lasting for more than 1 week unless otherwise approved by the Landlord.

29. SMOKING POLICY: ALL RENTAL HOMES ARE SMOKE FREE UNLESS OTHERWISE NOTED. Smoking on the Premises is prohibited in the house.

1. This is a non-smoking residence. No smoking, including medical marijuana, inside the home or on the Premise is permitted.
2. Consuming medical marijuana with a vaporizer or in cannabis edibles, tonics, or concentrates is also NOT permitted on the premise.
3. No recreational or medical marijuana may be grown or consumed on the Premises by the Tenant(s) or guest(s). Doing so will be a breach of this Lease Agreement.

30. COMPLIANCE WITH LAW: The Tenant(s) agrees that during the term of the Agreement, to promptly comply with any present and future laws, ordinances, orders, rules, regulations, and requirements of the Federal, State, County, City, and Municipal government or any of their departments, bureaus, boards, commissions and officials thereof with respect to the premises, or the use or occupancy thereof, whether said compliance shall be ordered or directed to or against the Tenant(s), the Landlord, or both.

31. DISCLOSURE RIGHTS: Tenant(s) acknowledges and agrees that if someone requests information on you or your rental history for law enforcement, governmental or business purposes, we may provide it.

32. TAKING: If all or any portion of the leased premises shall be taken by a governmental or quasi-governmental authority ("Authority"), then this Lease shall no longer apply to the portion of the leased premises so taken. Landlord or Tenant(s) shall have the right to terminate this Lease only if the taking by the Authority shall have resulted in the leased premises no longer being able to be used as a habitable dwelling. A taking of any of the common areas or recreational facilities of the house community shall not affect this Lease. Landlord shall

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have the right to all damages or monies awarded by the Authority relating to or connected with any taking.

33. BREACH OR DEFAULT: If Tenant(s) and/or its occupant(s) or guest(s) fail to comply with (a) any of the material provisions of this Lease (other than the covenant to pay rent), (b) any material provisions of the rules, regulations and policies of Landlord currently in effect, or (c) any duties imposed on Tenant by statute, then within seven (7) days after delivery of written notice by Landlord to Tenant(s) specifying the material non-compliance and indicating the intention of Landlord to terminate the Lease by reason thereof, Tenant(s) and any occupants shall surrender the leased premises to Landlord. This Lease shall be deemed automatically terminated, without further notice to Tenant, on the 7th day after delivery of such notice. If Tenant fails to pay rent when due, and the default continues for a period of three (3) days (excluding Saturday, Sunday and legal holidays) after the delivery of a 3-Day Notice from Landlord regarding such default, then Landlord may, at Landlord's sole discretion, exercise any and all rights and remedies available to Landlord under this Lease or at law or in equity; including, the termination of this Lease, without further notice to Tenant. Without limiting the foregoing, Tenant(s) shall be liable to Landlord for Landlord's reasonable costs of enforcing this Lease; including, but not limited to, court cost and expenses, collection costs and reasonable attorney's fees and costs, and Landlord reserves the right to report any unpaid amounts under this Lease to credit agencies. The Landlord's termination of this lease pursuant to this section shall not release Tenant(s) from liability for rent or other obligations under this Lease. Landlord's rights and remedies set forth in this Lease shall be cumulative in nature and not exclusive of any other right or remedy allowed by law.

34. MULTIPLE TENANT(S) OR OCCUPANT(S): Each individual that is considered a Tenant(s) is jointly and individually liable for all of this Agreement's obligations, including but not limited to rent monies. If any Tenant(s), guest, or Occupant(s) violates this Agreement, the Tenant(s) is considered to have violated this Agreement. Landlord's requests and notices to the Tenant(s) or any of the Occupant(s) of legal age constitutes notice to the Tenant(s). Notices and requests from the Tenant(s) or any one of the Occupant(s) (including repair requests and entry permissions) constitutes notice from the Tenant(s). In eviction suits, the Tenant(s) is considered the agent of the Premise for the service of process.

35. DISPUTES: If a dispute arises during or after the term of this Agreement between the Landlord and Tenant(s), they shall agree to hold negotiations amongst themselves, in "good faith", before any litigation.

36. SEVERABILITY: If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

37. WAIVER OF JURY TRIAL: To the extent permitted by applicable law, Landlord and Tenant(s) hereby waive their right to a trial by jury.

38. NOTICES: All notices required to be given by Landlord to Tenant(s) shall be deemed delivered by any of the following methods: (a) leaving the same upon the leased premises, (b) depositing said notice in the U.S. Mail, (c) by delivering said notice using an overnight carrier, or (d) any such other method as agreed to by Landlord and Tenant(s). Notices to Tenant(s) constitute notice to Tenant's occupants and guests. All notices given by Tenant(s) to Landlord shall be given by certified mail with return receipt request. The only admissible evidence that notice has been given by Tenant(s) to Landlord shall be a certified return receipt signed by Landlord or its agent.

39. NON-WAIVER: The failure of Landlord to exercise any of its rights hereunder or insist upon strict performance of any terms, covenants or conditions of this Lease shall not be construed as a waiver of any such terms, covenants or conditions, and shall not preclude Landlord from the exercise of any such rights upon subsequent default or breach by Tenant(s). The acceptance of past due rent shall in no event act as a waiver of

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Landlord's rights to terminate this Lease for non-payment of rent when due, and no notice or demand shall be required for enforcement thereof.

40. SURRENDER OF PREMISES: The Tenant(s) has surrendered the Premises when (a) the move-out date has passed and no one is living in the Premise within the Landlord's reasonable judgment; or (b) Access to the Premise have been turned in to Landlord – whichever comes first. Upon the expiration of the term hereof, the Tenant(s) shall surrender the Premise in better or equal condition as it were at the commencement of this Agreement, reasonable use, wear and tear thereof, and damages by the elements excepted.

41. RETALIATION: The Landlord is prohibited from making any type of retaliatory acts against the Tenant(s) including but not limited to restricting access to the Premises, decreasing or cancelling services or utilities, failure to repair appliances or fixtures, or any other type of act that could be considered unjustified.

42. WAIVER: A Waiver by the Landlord for a breach of any covenant or duty by the Tenant(s), under this Agreement is not a waiver for a breach of any other covenant or duty by the Tenant(s), or of any subsequent breach of the same covenant or duty. No provision of this Agreement shall be considered waived unless such a waiver shall be expressed in writing as a formal amendment to this Agreement and executed by the Tenant(s) and Landlord.

46. EQUAL HOUSING: If the Tenant(s) possesses any mental or physical impairment, the Landlord shall provide reasonable modifications to the Premises unless the modifications would be too difficult or expensive for the Landlord to provide. Any impairment(s) of the Tenant(s) are encouraged to be provided and presented to the Landlord in writing in order to seek the most appropriate route for providing the modifications to the Premises.

47. SAFETY: Tenant(s) must exercise due care and take any measures necessary for his or her own and others' safety and security as well as the safety and security of his/her/their property. Tenant(s) understands and agrees that (a) Landlord does not provide security for the protection of a Tenant(s), Tenant's occupants or guests or their respective property, (b) any courtesy officer provided at the residential community is provided solely for the protection of the Landlord's property and the protection of such property during any disturbances at the house community, and (c) Tenant(s) is responsible for obtaining adequate insurance for the protection of the contents of Tenant's house. In the event of any suspicious behavior, violence, acts of a crime and/or emergencies, Tenant(s) must call 911 or law enforcement authorities/emergency medical services. It is also the Tenant's obligation to report, **IN WRITING**, to the Landlord any problem, defect, malfunction or failure of any windows, doors, locks and/or any repair needed to the same.

48. LOCKOUTS: Tenant(s) must utilize, at his or her expense, a professional locksmith in order to gain entry into the house. Tenant will be responsible for any damages to the property caused by the locksmith or forced entry. Landlord does not provide any lockout service.

49. FIREWORKS: The possession of any type of fireworks in not allowed on or around the leased premises or the residential community. Tenant(s) is solely responsible for all fines or penalties caused by the action or inaction of Tenant(s), or its occupant(s) or guests, in violation of any applicable law or ordinance related to or connected with fireworks or fire.

50. GRILLS: Any outdoor cooking or open flame device must be operated in designated areas at least ten (10) feet away from any building or structure. Outdoor cooking or open flame devices shall not be operated on any patio or balcony. Tenant(s) shall not store propane or gas on or around the leased premises. Tenant(s) is solely responsible for all fines or penalties caused by the action or inaction of Tenant(s), or its occupant(s) or guests, in violation of any applicable law or ordinance related to or connected with grills, propane tanks, gas and/or fire.

51. HAZARDOUS MATERIALS: The Tenant(s) agrees to not possess any type of personal property that could be considered a fire hazard such as a substance having flammable or explosive characteristics on the Premises. Items that are prohibited to be brought into the Premises, other than for everyday cooking or the need of an appliance, includes but is not limited to gas (compressed), gasoline, fuel, propane, kerosene, motor oil, fireworks, or any other related content in the form of a liquid, solid, or gas.

52. WATERBEDS: The Tenant(s) is not permitted to furnish the Premises with waterbeds.

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53. INDEMNIFICATION: The Landlord shall not be liable for any damage or injury to the Tenant(s), or any other person, or to any property, occurring on the Premises, or any part thereof, or in common areas thereof, and the Tenant(s) agrees to hold the Landlord harmless from any claims or damages unless caused solely by the Landlord's negligence. It is recommended that renter's insurance be purchased at the Tenant(s)'s expense.

54. COVENANTS: The covenants and conditions herein contained shall apply to and bind the heirs, legal representatives, and assigns of the parties hereto, and all covenants are to be construed as conditions of this Agreement.

55. CLEANLINESS AND ORDERLINESS: Tenant(s) shall maintain the leased premises in a clean and neat condition and shall at all times comply with all applicable laws, codes and ordinances. Tenant(s) shall properly maintain, use and operate all appliances and electrical, gas and plumbing fixtures. All trash, garbage and other debris shall be placed in dumpsters or receptacles provided by Landlord. No receptacles, vehicles, baby carriages, or other articles or obstructions shall be placed in the halls or other common areas or passageways. Tenant(s) shall keep its house and balcony or patio in a neat, clean and respectable condition.

55a.CLEANING: Upon move out, Tenant (s) is responsible for the cleaning of the entire leased premises. There is a deep cleaning fee that is NON-REFUNDABLE charge of $ 100.00. This includes, but is not limited, to cleaning the appliances, bathrooms, mitigating any odor and the removal of trash and furniture. Tenant(s) will be liable for additional cleaning charges in the event the house is not returned at the end of the Lease in clean condition. Landlord will conduct an inspection of the leased premises after move out. If Tenant(s) wishes to be present during this inspection, written notice must be received by Landlord in advance. If Tenant(s) has fulfilled the terms of the Lease and Landlord determines that the leased premises are clean, then no additional cleaning charge will be assessed. If Tenant has not fulfilled the terms of the Lease, Tenant(s) will be charged a cleaning charge of $ 100.00 and/or a removal fee of $ 100.00 .

56. TRASH: The trash receptacles, dumpsters and containers at the residential community are provided after Tenant's secures service (see Utilities Addendum) for non-hazardous trash or waste and recycling. Tenant(s) shall place all such trash in the dumpsters or recycling containers. Trash cannot be left outside the premises front door or in plain sight. Failure to comply with this policy will result in a $ 20.00 minimum charge per occurrence. The Landlord is not responsible for hauling away items such as discarded furniture. Boxes and cartons must be broken down before being placed in dumpsters or recycling bins.

57. PAINTING: Landlord expects the house's interior paint to last at least two years with only minor touch-ups. Upon move- out, Tenant will not be charged for touch-ups. If occupancy has been less than 12 months, and Landlord determines a full paint of the house is necessary, the Tenant will be charged for the full cost of the full-paint. If occupancy has been greater than 12 months, but less than 24 months, and Landlord determines a full-paint of the house is necessary, the Tenant will be charged half the cost of the full-paint. Extra painting, priming, or cleaning for removal of smoke damage, grease or items will be charged at actual cost. The decision to touch-up or paint all or a portion of the house is at the sole discretion of the Landlord.

58. POWER OUTAGES: In the event of a power outage, the use of candles or other flammables is strictly prohibited. Smoke detectors are equipped with battery back-ups will operate without electricity. Extreme caution if necessary.

59. PREMISES DEEMED UNINHABITABLE: If the Property is deemed uninhabitable due to damage beyond reasonable repair the Tenant(s) will be able to terminate this Agreement by written notice to the Landlord. If said damage was due to the negligence of the Tenant(s), the Tenant(s) shall be liable to the Landlord for all repairs and for the loss of income due to restoring the Premises back to a livable condition in addition to any other losses that can be proved by the Landlord.

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60. QUIET HOURS AND PROHIBITED CONDUCT: Quiet hours for this residential community are between 10:00 p.m. and 7:00 a.m. During such time, no noise should be heard outside of the leased premises. Tenant(s) agrees not to (a) engage or generate, or allow anyone else to engage or generate, excessive noise or any unlawful activity or other activity in the leased premises, or on or around the house community, which may disturb the peace and quiet of other tenants and their occupants and guests as well as employees and vendors performing services at the residential community or disrupt Landlord's business operations, and/or (b) solicit, congregate, lounge, and/or loiter on or around the house community or remain in one place on or around the house community with no apparent purpose and/or allow, cause or encourage anyone else to do the same. Without limiting the foregoing, Tenant(s) acknowledges that the following shall disturb the peace and quiet of other tenants and their occupants and guests, employees and vendors performing services at the residential community and/or to the Landlord's business operations and shall constitute a material default under this Lease: (a) that any of the following on or near the residential community: (i) abusive, loud, obnoxious, profane or threatening conduct or language, (ii) the discharge of a firearm, (iii) the brandishing or display of a weapon in a manner that threatens others, (iv) the tampering with utilities or telecommunications, (v) the manufacturing, delivering, possessing of a controlled substance or drug paraphernalia, (vi) bringing hazardous substances into the leased premises or the house community and (vii) harassing or threatening conduct or language, and (b) making bad faith allegations against Landlord to others in order to injure Landlord's reputation. Tenant(s) understands that he/she is responsible for the conduct of Tenant's occupants and guests and that the conduct of Tenant's occupants or guests shall be attributable to Tenant(s) and may constitute a violation of the terms of this Lease. Tenant(s) further agrees that Tenant shall be liable for any injury or damage done to the leased premises, the building and common areas of the residential community in which the leased premises is located, or the common areas of the residential community caused by Tenant(s) and/or Tenant's occupants or guests. In the event that Tenant(s) and/or its occupants engage in any illegal activity or behavior away from the house community that results in the arrest of the Tenant(s) and/or its occupants, and such activity or behavior could pose a harmful threat to the Tenants of the residential community, then such activity shall constitute grounds for eviction. Without limiting the foregoing or anything contained herein, Landlord may also terminate this Lease if Tenant(s), Tenant's occupant(s), or other person under Tenant's control has unlawfully manufactured, delivered, possessed with intent to deliver or possessed a controlled substance on the leased premises.

61. LEAD PAINT: The Premises was constructed after 1978 and therefore the Lead-Based Paint Disclosure is not required by Florida state statue.

61a. Lead-Based Paint Disclosure: Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards Lead Warning Statement Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

62. DEATH OF THE TENANT(S): By signing this Agreement, the Tenant(s) agrees that upon surrender, abandonment, or recovery of possession of the dwelling unit due to the death of the last remaining tenant, as provided by Chapter 83, Florida Statutes, the Landlord shall not be liable or responsible for storage or disposition of the Tenant's personal property.

63. RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the Tenant(s) county health department.

64. FIRE PROTECTION: The Premises is not located in a building that is at least three (3) stories tall.

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65. EXTERIOR PROJECTIONS AND WINDOW COVERINGS: Tenant(s) shall not exhibit any sign or advertisement or allow any projection in or out of the windows or exterior of the building or in any place except as previously approved, in writing, by Landlord. Tenant(s) shall only use window blinds in the windows approved by Landlord.

66. FORCE MAJEURE: As used herein the term "Force Majeure Event" means acts of God, floods, blizzards, ice storms, volcanic eruptions and emanations, earthquakes, thaws, named tropical storms, and hurricanes; insurrection, terrorism, revolution, piracy, and war; strikes, lockouts, and labor disputes; federal or state laws; changes to ordinances, standards, rules and regulations of any governmental or public authorities having or asserting jurisdiction over the leased premises or the house community; inability to procure material, equipment, or necessary labor despite reasonable efforts; or similar causes (except financial) beyond the control of Landlord. To the extent permitted by applicable law, Landlord shall be excused from complying with the terms and conditions of this Lease if, to the extent, and for as long as, Landlord's compliance is delayed or prevented by a Force Majeure Event.

67. CASUALTY: If the leased premises, or any part thereof, or the whole or a substantial part of the building of which they are a part, shall be destroyed or damaged by fire or other casualty after the execution of this Lease and during the term or any extension or renewal thereof, Landlord shall have the right to terminate this Leased upon written notice to Tenant(s). If this Lease is not so terminated, then in case of any such casualty to the leased premises rendering the same or any part thereof unfit for use and occupancy, a just proportion of the rent (according to the nature and extent of the damage to the leased premises), shall be suspended or abated until the leased premises is fit for use and occupancy. If the leased premises are not restored by Landlord for use and occupancy within sixty (60) days after the casualty occurred, Tenant(s) may terminate this Lease by delivering written notice of termination to Landlord. If either party gives notice of intention to terminate under this section, this Lease shall terminate on the last day of the current monthly rental period. Landlord shall not be liable for any damage, loss or injury to Tenant's personal property, or the personal property of other occupants and/or guests. Landlord strongly recommends that Tenant(s) secure appropriate insurance coverage to protect against any such damage, loss or injury.

68. LIABILITY FOR LOSS AND DAMAGE: Tenant(s) shall cooperate to maintain a safe environment by giving Landlord prompt, written notice of any damages and needed repairs or defects in the leased premises or the house community. Tenant(s) agrees that Landlord shall not be liable for, and hereby releases Landlord and its agents from, any claim, damage, loss, or injury suffered by any person; including, but not limited to, Tenant or Tenant's occupants or guests, occurring within the leased premises and/or the house community, regardless of whether such may be caused or contributed to by Landlord's negligence or the negligence of someone else. Tenant(s) further agrees, on behalf of Tenant(s) and Tenant's occupants and guests, to defend, indemnify, and hold Landlord harmless from and against any and all such claims, damages, losses, or injuries; including, all reasonable costs and attorney's fees related thereto. Should any such claim or demand be made against Landlord, Tenant(s), upon notice from Landlord, shall defend the same, at Tenant's sole expense, with the use of counsel satisfactory to Landlord. Tenant(s) is responsible for obtaining Tenant's own liability and casualty insurance. **IT IS STRONGLY RECOMMENDED THAT TENANT OBTAIN LIABILITY AND CASUALTY INSURANCE TO PROTECT TENANT(S) AND TENANT'S OCCUPANT(S) AND GUESTS, AND THE PROPERTY BELONGING TO SUCH PERSONS. TENANT IRREFUTABLY AGREES THAT FAILURE TO MAINTAIN LIABILITY AND CASUALTY INSURANCE SHALL IN NO WAY LIMIT THE LIABILITY OF TENANT UNDER THIS LEASE.** Tenant(s) agrees that Tenant's successors, heirs, beneficiaries, and personal representatives are bound by the provisions of this Lease.

69. ADDITIONAL TERMS AND CONDITIONS: There are no further terms or conditions that will be added to this Agreement other than any attachments or addendums attached.

70. INCONVENIENCE: Landlord shall not be responsible for consequential or other damages as a result of

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inconveniences or annoyances related to this Lease or Tenant's tenancy.

71. RENEWAL: Landlord shall notify Tenant(s), in writing, of its intent to non-renew this Lease at least one calendar month prior to the end of the term of the Lease. If Tenant(s) wishes to terminate this Lease at the end of its initial term (or any subsequent term), Tenant shall notify Landlord, in writing, of its intent to vacate at least one calendar month prior to the end of the term of the Lease. Within fifteen (15) days prior to the commencement of the last month of the term of the Lease, Landlord shall send notice to Tenant(s) reminding Tenant(s) of its obligation to send such termination notice and setting forth the fees, penalties and other charges applicable to Tenant(s) in the event Tenant(s) fails to send timely termination notice. If Tenant(s) fails to give timely notice to Landlord of its intent to vacate and thereafter vacates at the expiration of the term of the Lease, Tenant(s) shall immediately pay Landlord an amount equivalent to one (1) month's rent as liquidated damages. Where the Tenant(s) continues in possession with the permission of the Landlord beyond the term of the Lease, the tenancy following the expiration of the term of the Lease shall be that of a month-to-month tenant at will terminable by either party on fifteen (15) days' notice prior to the end of any monthly period. Where the Tenant(s) continues in possession without the permission of the Landlord following the expiration of the term of the Lease, Tenant(s) shall be a holdover tenant- at-sufferance governed by Section 16 below.

72. REFUSAL TO DELIVER POSSESSION; HOLD OVER: In the event that Tenant(s) continues to occupy the leased premises after the ending date of this Lease without the permission of the Landlord, and this Lease has not been renewed nor a new Lease made, Tenant(s) shall pay to Landlord an amount equal to double or two times the amount of monthly Rent due under this Lease each month and this Lease shall convert to a month-to-month tenancy-at-sufferance. In the event this Lease is converted into a month-to-month tenancy-at-sufferance, Tenant(s) agrees that no further notice shall be required by Landlord in order to terminate the tenancy or commence eviction proceedings. Rent cannot be prorated if Tenant(s) moves out in the middle of the final month or any part of the final month. Tenant is responsible for the full rental period ending on the last day of the calendar month.

73. DELIVERY OF PREMISES: In the event that Landlord is unable to deliver the leased premises to Tenant(s) at the date called for herein, the rent shall be abated on a pro-rated basis until such time as occupancy can be obtained, which abatement shall constitute full settlement of all damages caused by such delay. If Landlord cannot deliver such possession within thirty (30) days from the dated called for herein, either Landlord or Tenant(s) may then terminate this Lease by giving written notice to the other and any payment made under this Lease shall be forthwith refunded.

74. VACATING THE PREMISES: In the event that Tenant(s) voluntarily vacates the leased premises in violation of this Lease, or this Lease is terminated as a result of a default or breach of Tenant(s), Landlord may re-enter and take possession of the leased premises. Neither vacating the leasing premises nor delivering the keys/FOBs to Landlord shall be deemed a surrender of this Lease or a release of Tenant(s) from its obligations under this Lease.

75. REMOVAL OF POSSESSIONS: BY SIGNING THIS LEASE, EACH TENANT AGREES THAT UPON SURRENDER, ABANDONMENT, OR RECOVERY OF POSSESSION OF THE DWELLING UNIT DUE TO THE DEATH OF THE LAST REMAINING TENANT(S), AS PROVIDED BY CHAPTER 83, FLORIDA STATUTES, THE LANDLORD SHALL NOT BE LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF THE TENANT'S PERSONAL PROPERTY.

76. GOVERNING LAW: This Agreement is to be governed under the laws located in the State of Florida.

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77. **ADDENDA:** The following addenda apply to this Lease and shall be included in and made a part of this Lease:

- ☐ **General Addendum to Lease**
- ☐ **Access Gate Addendum**
- ☐ **Alligator Addendum**
- ☐ **Cable Addendum**
- ☐ **Carport/Garage and/or Storage Unit Addendum**
- ☐ **Cleanliness Standard Addendum**
- ☐ **Concessions, Specials, Discounts and Giveaways**
- ☐ **Addendum Dehumidifier Addendum**
- ☐ **Electronic Notification Agreement**
- ☐ **Fireplace Addendum**
- ☐ **Fitness Center Addendum-Move-In**
- ☐ **Keys and Card Receipt- Move-In**
- ☐ **Master Cost of Repairs Worksheet-Move-Out**
- ☐ **Mold and Mildew Addendum**
- ☐ **Natural Disaster and Weather Preparedness Addendum**
- ☐ **No Pet Addendum**
- ☐ **Pet Addendum**
- ☐ **Reserved Parking Space Addendum**
- ☐ **Satellite Dish or Antenna Addendum**
- ☐ **Utilities and Services Addendum**
- ☐ **Bed Bug Addendum**
- ☐ **Vehicle Registration Form**
- ☐ **Washer/Dryer Appliance Addendum**

78. OTHER TERMS:. All terms and conditions of the Tenant's Lease shall remain unchanged except as specifically modified by this Addendum. In the event of any conflict between the terms of this Addendum and the terms of the Lease, the terms of this Addendum shall control. Such damages may include, but may not be limited to, rent, utilities and other amounts due under the Lease for the remaining term of the Lease, late fees as well as repayment of specials, concessions, discounts, and the value of all giveaway items.

79. ENTIRE AGREEMENT: This Agreement contains all the terms agreed to by the parties relating to its subject matter including any attachments or addendums. This Agreement replaces all previous discussions, understandings, and oral agreements. The Landlord and Tenant(s) agree to the terms and conditions and shall be bound until the end of the Lease Term. The parties have agreed and executed this agreement on _____.

EACH PERSON WHO SIGNS THIS LEASE ACKNOWLEDGES, BY HIS/HER SIGNATURE, THAT HE/SHE (A) IS MENTALLY COMPETENT AND 18 YEARS OF AGE OR OLDER, (B) UNDERSTANDS THE TERMS AND CONDITIONS OF THIS LEASE, AND (C) SIGNS THIS LEASE AS HIS/HER OWN FREE ACT AND OF HIS/HER OWN FREE WILL.

Tenant Signature: George E O'Brian IV Date: 08/07/2022 4:45 PM CDT

Tenant Signature: _____ Date: _____

Tenant Signature: _____ Date: _____

Owner Signature: Christy Barnes Date: 08/07/2022 4:44 PM CDT

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REPLACEMENT HOUSING QUESTIONNAIRE / CERTIFICATION

AGENCY: City of Destin
PROJECT: Destin Connector
COUNTY: Okaloosa
PARCEL: 608 Sandalwood Drive

DISPLACEE ADDRESS:
608 Sandalwood Drive, Destin, FL

COMPARABLE NO.: Replacement

NUMBER BEING RELOCATED TO THIS UNIT:
1

ADDRESS OF REPLACEMENT PROPERTY:
2230 Janet Street, Navarre, FL

LISTED BY: Cocharan

OWNER'S NAME & ADDRESS:
Christy Barnes
2230 Janet Street
Navarre, FL 32566

☒ SINGLE ☐ M/H
☐ MULTI ☐ OTHER

ADVERSE ENVIRONMENTAL FACTORS?
None Noted.

ASKING PRICE:	RENTAL:	% DOWN TO PURCHASE:	LOT SIZE: 0.19 AC	GARAGE OR CARPORT:2 CAR(S)
N/A	$2,000.00	N/A		

TYPE OF NEIGHBORHOOD:	DISTANCE TO EMPLOYMENT:	DISTANCE TO TRANSPORTATION:
Residential	23.8 miles	N/A

DISTANCE TO SHOPPING: Less than 1 mile

DISTANCE TO SCHOOL: ELEMENTARY: N/A JR. HIGH: N/A
SR. HIGH: N/A

DISTANCE TO CHURCH OF CHOICE: N/A

FAIR HOUSING ☒ YES ☐ NO

EXTERIOR APPURTENANCES: Garage

TOTAL FLOOR SPACE: Total floor space includes all heated areas. In addition to habitable floor space, total floor space includes closets, baths, connecting corridors, pantries, if heated and considered part of the main body of the house.

TYPE OF CONSTRUCTION:	AGE:	# BEDROOMS:	# BATHS:	# TOTAL ROOMS:
☐ BRICK ☒ FRAME ☐ CONCRETE BLOCK ☐ OTHER	2016	3	2	8

HOUSING CODE:
- IS PROPERTY COVERED BY A LOCAL HOUSING CODE? ☒ YES ☐ NO
- DOES PROPERTY CONFORM TO CODE? ☒ YES ☐ NO EXCEPTION LIST ATTACHED

ELECTRICITY:
- IS THERE PROVISION FOR ARTIFICIAL LIGHTING IN EACH ROOM? ☒ YES ☐ NO

HEATING AND AIR CONDITIONING:
- IS THERE AN ADEQUATE HEATING SYSTEM MAINTAINING A 70° TEMPERATURE? ☒ YES ☐ NO
  GIVE TYPE: Central Electric
- IS INSPECTION BY A HEATING EXPERT NEEDED? ☐ YES ☒ NO
- IS THERE AN AIR CONDITIONING SYSTEM? ☒ YES ☐ NO
  GIVE TYPE: Central # OF UNITS:

WATER SUPPLY:
- IS THERE A CONTINUING AND ADEQUATE SUPPLY OF POTABLE SAFE WATER? ☒ YES ☐ NO
  GIVE SOURCE:
- IF WELL OR CISTERN, WHEN WAS IT LAST TESTED?_____
  RESULTS: _____

KITCHEN:
- DOES KITCHEN CONTAIN A SINK WITH HOT & COLD WATER FAUCETS IN WORKING CONDITION? ☒ YES ☐ NO
- DOES KITCHEN HAVE UTILITY CONNECTIONS & SPACE FOR RANGE AND REFRIGERATOR? ☒ YES ☐ NO

BATHROOM:
- IS BATHROOM WELL-LIGHTED, VENTILATED & AFFORDING PRIVACY? ☒ YES ☐ NO
- DOES BATHROOM CONTAIN LAVATORY BASIN, FLUSH, CLOSET, AND BATHTUB OR STALL SHOWER? ☒ YES ☐ NO
- ARE FACILITIES CONNECTED TO: ☒ SEWER ☐ SEPTIC TANK? ☒ YES ☐ NO

STRUCTURE:
- IS STRUCTURE SOUND, WEATHER TIGHT & IN GOOD REPAIR? ☒ YES ☐ NO
- IS STRUCTURE ADEQUATELY MAINTAINED? ☒ YES ☐ NO
- IS THERE MEANS TO EGRESS TO SAFE OPEN SPACE AT GROUND LEVEL? ☒ YES ☐ NO
- IS STRUCTURE THREE OR MORE STORIES HIGH? ☐ YES ☒ NO
  IF YES, HAS TWO OR MORE EXITS TO SAFE OPEN AREA AT GROUND LEVEL ☐ YES ☐ NO
- DOES STRUCTURE APPEAR TO MEET DECENT, SAFE AND SANITARY LIVING REQUIREMENTS? ☒ YES ☐ NO

REMARKS:

I HEREBY CERTIFY THAT I HAVE PERSONALLY INSPECTED THE ABOVE DESCRIBED PROPERTY, AND THE PROPERTY APPEARS TO MEET PENSACOLA INTERNATIONAL AIRPORT'S DECENT, SAFE AND SANITARY REQUIREMENTS.

☒ YES ☐ NO

ANY DETERMINATION MADE BY PENSACOLA INTERNATIONAL AIRPORT THAT A DWELLING MEETS THE DECENT, SAFE AND SANITARY HOUSING STANDARDS IS MADE SOLELY FOR THE PURPOSE OF DETERMINING ELIGIBILITY FOR A TENANT'S REPLACEMENT HOUSING PAYMENT AND IS NOT A REPRESENTATION OR WARRANTY FOR ANY OTHER PURPOSE.

INFORMATION OBTAINED FROM: Realtor and Agent Inspection	AGENT'S SIGNATURE	DATE: 8/8/2022

I HEREBY CERTIFY THE ABOVE PROPERTY OCCUPIED AS OF _____

AGENT'S SIGNATURE _____

Santa Rosa County Property Appraiser
Gregory S. Brown II, CFA



Home Search Map

Parcel Information

Parcel Number	21-2S-26-0780-0QQ00-1350
Situs/Physical Address	2230 JANET ST NAVARRE 32566
Property Usage	SINGLE FAMILY (0100)
Section-Township-Range	21-2S-26
Tax District	HOLLEY/NAVARRE
2020 Millage Rates	0
Acreage	0.19
Homestead	Y
Brief Legal Description	PERRY-BROCK UNREC SUB BLK ALOTS 20 & 21 BEING A PORT OFCRESCENT SHORES LOT QQ NOWDES AS PARCEL "B"- N 1/2 OF:COM AT NE CORN CRESCENT SHORESLOT QQ THN W 110 FT THN S 819.45 FT TO POB & CONT S 150 FTTHN E 110 FT THN N 150 FT THNW 110 FT TO POB AS DES IN OR3575 PG 1693 (NEW PARCEL FOR2016 TAX ROLL)

Owner Information

Primary Owner

Barnes Christy
2230 Janet St
Navarre, FL 32566

Valuation

	2019 Certified	2020 Certified	2021 Certified
Building	$74,240.00	$79,029.00	$100,684.00
Extra Feature	$0.00	$0.00	$0.00
Land Value	$29,925.00	$29,925.00	$29,925.00
Land Agricultural Value	$0.00	$0.00	$0.00
Agricultural (Market) Value	$0.00	$0.00	$0.00
Just (Market) Value*	$104,165.00	$108,954.00	$130,609.00
Co. Assessed Value	$76,709.00	$78,473.00	$79,572.00
Exempt Value	$50,000.00	$50,000.00	$50,000.00
Co. Taxable Value	$26,709.00	$28,473.00	$29,572.00

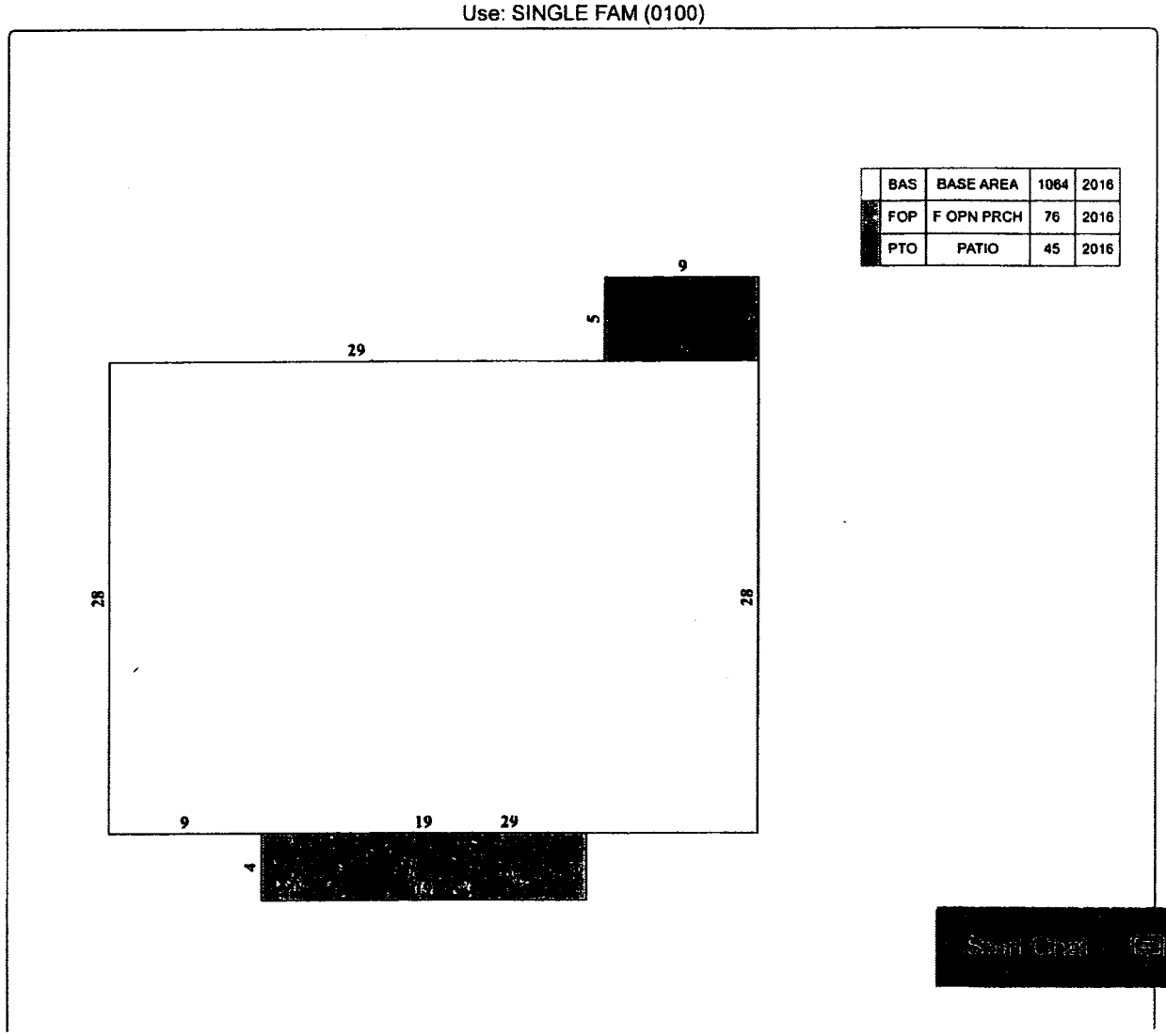
[redacted]

Residential Buildings

Building 1

Type	SINGLE FAM
Total Area	1185
Heated Area	1064.00
Ext Walls	VINYL SIDE
Roof Cover	TIMB/SHING
Interior Walls	DRYWALL
Foundation	MONOLITHIC
Frame	WOOD FRAME
Floor	VINYL
Heat Type	FCD AIR D
A/C Type	CENTRAL
Bathrooms	2.00
Bedrooms	3.00
Stories	1.00
Actual Year Built	2016
Effective Year Built	2016

Use: SINGLE FAM (0100)



- Bedrooms: 2
- Bedroom 1 Dimensions: 15 x 11
- Bedroom 2 Dimensions: 11 x 10
- Bedroom 1 Level: 1
- Bedroom 2 Level: 1

Bathrooms

- Total Bathrooms: 2
- Full Bathrooms: 2

Interior Features

- Breakfast Bar
- Floor Tile
- Floor Vinyl

Appliances

- Dishwasher
- Disposal
- Microwave
- Oven Self Cleaning
- Refrigerator
- Smoke Detector
- Smooth Stovetop Rnge
- Stove/Oven Electric

Other Rooms

- Bedroom, Dining Room, Kitchen, Master Bedroom

Kitchen and Dining

- Dining Room Dimensions: Dining Area Dimensions: 28 x 13
- Dining Room Features: Dining/Living combo
- Dining Room Level: 1

Exterior and Lot Features

- Porch Open

Pool and Spa

- Pool Features: Community

Waterfront and Water Access

- Intracoastal Wtrwy
- Sound
- Waterfront Feet: .

Land Info

- Lot Size Acres: 6.54
- Lot Size Square Feet: 284882

Garage and Parking

- Parking Total: 2

School Information

- Elementary School: Edwins
- High School: Fort Walton Beach
- Middle School: Bruner

Amenities and Community Features

- Facilities: Community Room, Dock, Laundry, Pool, Tennis, Waterfront

Rental Info

- Lease Term: 1 Year, 6+ Months, Military Clause
- Security Deposit: Yes

Homeowners Association

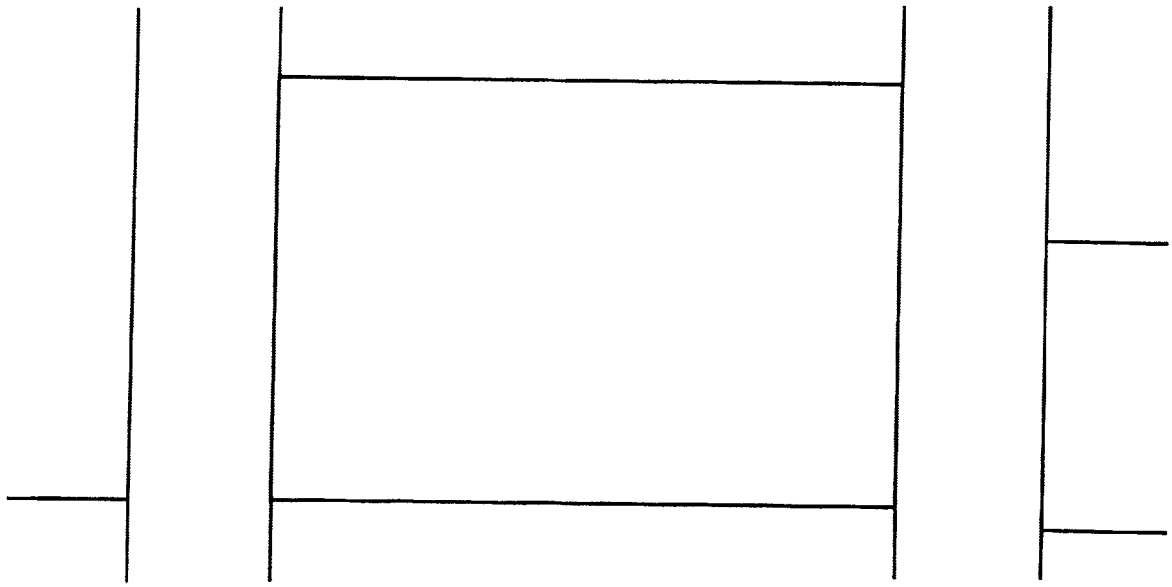
Land

Land Code	Description	Zoning	Frontage	Depth	Unit Type	Land Units	Land Value
0100	SFR	R2M	75.00	110.00	FF	75.00	$29,925

Sales

Multi-Parcel Sale	Sale Date	Sale Price	Instrument	Book / Page	Qualification	Vacant or Improved	Grantor	Grantee
N	11/17/2016	$106,900	SW	3575 / 1693	U	I	PENSACOLA HABITAT FOR HUMANITY	BARNES CHRISTY (S)

Map



The Santa Rosa County Property Appraiser and staff are constantly working to provide and publish the most current and accurate information possible. No warranties, expressed or implied are provided for the data herein, its use, or its interpretation. The current assessed values as viewed herein are 2021 Certified Values, the data elements are current as of October 07, 2021. Again, one must remember that the primary use of the assessment data contained herein is for general public information. No responsibility or liability is assumed for inaccuracies or errors.

City of Destin – Destin Crosstown Connector
608 Sandalwood Drive – George E. O'Brian IV (Tenant)

SUMMARY WORKSHEET

Actual Rent plus utilities for Comparable rental	$ 2,000.00month
Actual Rent plus utilities for Subject	$ 1,100.00/month
Rent Supplement (up to)	**$ 900.00/month**
X 42 months	**$37,800.00**

Replacement Rental plus Utilities	$2,300.00/month	
Subject Actual Rent Plus Utilities	$1,100.00/month	
Difference		**$ 1,200.00/month**
X 42 months		**$50,400.00**

Total Claim for Rent Supplement: **$37,800.00**

Rent plus utilities for the replacement home caused the replacement rental to exceed the approved rent supplement amount, therefore, tenant is eligible for the comparable amount of $37,800.00. Rent is shown in the lease as flat $300/month plus rental amount of $2,000/month.

CITY OF DESTIN
REQUEST FOR TAXPAYER IDENTIFICATION NUMBER

AGENCY:	City of Destin
PROJECT:	Destin Connector
COUNTY:	Okaloosa
PARCEL NO.:	608 Sandalwood Drive

Dear Property Owners:

City of Destin will be acquiring, or has acquired property owned by you for a roadway improvement project. Federal regulations require that we report this transaction to the Internal Revenue Service (IRS), therefore we must obtain your correct Taxpayer Identification Number (TIN).

If you fail to furnish your correct TIN you may be subject to an IRS penalty. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

See the attached instruction for how to enter names and TINs. If you have any questions let us know.

Name George E. O'Brian IV	
Business Name, if different from above	
Address (number, street, and apt. or suite no.) 608 Sandalwood Drive	**OWNERSHIP INTEREST** ( ) Sole Owner Tenant ( ) Part Owner with ____% interest
City, State, and ZIP Code Destin, FL 32439	

TAXPAYER IDENTIFICATION NUMBER (TIN)

For individuals, this is your social security number (SSN): 593-90-6823

For other entities, it is your employer identification number (EIN): ___-_____

Certification.

Under penalties of perjury, I certify that the number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me).

Sign here _____ **Date** 8/8/2022

If you do not have a TIN, see attached instructions for **How to get a TIN**.

Instructions for Names and Taxpayer Identification Numbers

1. **Individuals** should enter the name shown on your social security card. If you have changed your last name due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

2. **Married couples** should give the name and SSN of either person.

3. **Custodian accounts (guardianship)** must give the ward's name and SSN. Do not furnish the TIN of the guardian.

4. For a **trust account that is not a legal or valid trust under state law,** give the name and SSN of the actual owner.

5. **Limited liability company (LLC)** – If a **single-member LLC** (including a foreign LLC with a domestic owner) disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the **owner's name** on the "Name" line and enter the LLC name on the "Business name" line. You may use either your SSN or EIN. If the LLC is a corporation, partnership, etc., enter the entity's EIN.

6. For a **sole proprietor** or a **single-owner LLC** enter your **individual** name as shown on your social security card. You may enter your business, trade, or "doing business as (DBA) name on the "Business name" line. You may enter either your SSN or EIN (if you have one). The IRS prefers that you use your SSN.

7. For a **valid trust,** name the trust and give the EIN for the trust. Do not furnish the TIN of the trustee.

8. For an **estate,** the name should be shown as "The estate of (name of decedent)". Give the SSN of the decedent if he/she died in the calendar year of the closing. Give the EIN for the estate for any subsequent years following the death of the decedent. Do not furnish the TIN of the personal representative.

9. For an **association, club, religious, charitable, educational, or other tax-exempt organization,** give the name and EIN of the organization.

10. For a **partnership or multi-member LLC** give the name and EIN for the partnership, or LLC.

If you do not have a TIN, apply for one immediately. To apply for an SSN, get **Form SS-5,** Application for a Social Security Card, from your local Social Security Administration office or get this form on-line at **www.ssa.gov/online/ss5.html.** You may also get this form by calling 1-800-772-1213. Use **Form W-7,** Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or **Form SS-4,** Application for Employer Identification Number, to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS Web Site at **www.irs.gov.**

If you do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form. **Note:** Writing "Applied For" means that you have already applied for a TIN **or** that you intend to apply for one soon.

RECEIPT

Date: 8/7/2022 Receipt Number: 1

Amount Received: Two Thousand dollars [$ 2,000]

For Payment of: Rent 1st Month

Received by: Christy Barnes Received From: George E. O'Brian IV

Payment Method: ☒ Cash ☐ Check ☐ Credit Card ☐ Other _____

Check #: _____ Credit Card #: _____ Exp. ___/___ Sec. Code ___

Lessor Date

Lessee Date

Lessee Date

(SEAL)
Witness

ITEM # 2022-5423

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: July 11, 2022
TYPE OF AGENDA ITEM: Action Item
AGENDA OUTLINE NUMBER: 4.C.

TO: City Council

THRU: Louis Zunguze, Community Development Director
Kimberly Kopp, Land Use Attorney
Kyle Bauman, City Attorney
Lance Johnson, City Manager

FROM: Jeffrey Cozadd, Grants Manager

DATE: July 5, 2022

SUBJECT: Acquisition of Properties for the Crosstown Connector

I. BACKGROUND: The Beach Drive to Benning Drive road project is the last unconnected leg of the City's Crosstown Connector, an east-west corridor intended to relieve traffic congestion on U.S. Highway 98. There are several properties located within the project area that will require purchase by the City, both complete and partial acquisitions.

At its regular meeting May 17, 2021, Council approved a contract amendment with Atkins of North America that provided for property acquisition assistance to allow the City to purchase properties that will be needed for the completion of the Crosstown Connector.

II. DISCUSSION: Atkins' consultant, Ms. Marsha Hayes, has been working to acquire Purchase Agreements for the needed properties. She has secured Purchase Agreements for the following properties: 605 Sandalwood, 606 Sandalwood, 608 Sandalwood, and Vacant Lot owned by George Winton. Copies of the signed Agreements are included with this agenda item.

Appraisals for these properties are also attached. Appraisals were obtained during the Fall of 2021 but due to changing housing market, these values may not reflect present-day value. The title commitments that were available at the time the agenda was published have been attached. The remaining title commitments have been ordered through the City Attorney's office and First American Title Company is working on producing them. If approved by City Council, these Agreements will be fully executed, and staff will proceed to close with a General Warranty Deed, survey, title policy, and other such declarations as are typical for real estate closing. Two appraisals are provided for the Winton-owned vacant property as is required by state statute, because the value is above $500,000.

The following should be considered as estimated costs associated with the closings of the referenced properties:

605 Sandalwood:
Purchase of Property - $345,000
*Closing Costs on Purchase - $5,000
Relocation - Land Lord Eligibility (LLE) Reestablishment - up to $25,000
Relocation - Tenant Rent Supplement - $60,632.46
*Relocation - Tenant Move Costs - $5,000
Total Costs - $440,632.46

606 Sandalwood:
Purchase of Property - $265,000
*Closing Costs on Purchase - $5,000
Relocation - Land Lord Eligibility (LLE) Reestablishment - up to $25,000
Relocation - Tenant Rent Supplement - $26,334
*Relocation - Tenant Move Costs - $5,000
Total Costs - $326,334.00

608 Sandalwood:
Purchase of Property - $345,000
*Closing Costs on Purchase - $5,000
Relocation - Land Lord Eligibility (LLE) Reestablishment - up to $25,000
Relocation - Tenant Rent Supplement - $37,800
*Relocation - Tenant Move Costs - $5,000
Total Costs - $417,800.00

Vacant Land (Winton) - Anna Street & Benning Drive:
Purchase of Property - $752,450
*Closing Costs on Purchase - $10,000
Total Costs - $762,450.00

A. **Link to Strategic Goals / Objectives:** Important Priorities 1.2 Complete two-lane Crosstown Connector

B. **Effect on Budget (EOB):** FDOT TRIP funding is being used for these purchases. Acquisition costs and other expenses for these four properties will total approximately $1,947,216. Staff recommend demolition of structures on these properties should be scheduled as soon as possible after closing to decrease expenditures for utility base fees and to lower property insurance expenses.

	30554133 FDOT TRIP	31554132 Road Impact Fees	TOTAL
565000-EN615 capital project-	$2,699,664	$ -	$2,699,664
FY22 Adopted Budget	2,699,664	-	2,699,664
Internal Budget Transfer	-	330,268	330,268
Revised Budget	2,699,664	330,268	3,029,932
Previous Expenses/Encumbrances	(361,034)	(318,638)	(679,672)
Available Program Budget	2,338,629	11,630	2,350,259
This Agreement +(-)	(1,947,216)		(1,947,216)
FY22 Remaining Program Budget	$ 391,413	$ 11,630	$ 403,043

SUMMARY:

	Property	Closing	Relo LLE	Relo Rent/ move	TOTAL
605 Sandalwood	345,000	5,000	25,000	65,632	440,632
606 Sandalwood	265,000	5,000	25,000	31,334	326,334
608 Sandalwood	345,000	5,000	25,000	42,800	417,800
Anna St/Benning Dr Vacant	752,450	10,000			762,450
	$1,707,450	$ 25,000	$ 75,000	$ 139,766	$1,947,216

In addition, property insurance and utilities will need to be paid on the townhomes until the City all units in each building are purchased and the buildings may be demolished. The City currently owns three Sandalwood properties (601, 603, 607 Sandalwood) intended to be demolished for ROW, so this purchase will increase the total to six. Insurance on each unit is approximately $1200/year. Utilities is approximately $1800/year for each unit. $3000 x 6 units = $18,000/year is the estimated carrying cost.

C. **Level of Service (LOS):** Level of Service will be increased.

D. **Legislative Sponsor:**

III. CONCLUSION: This represents another important step in the acquisition of the necessary properties for the Crosstown Connector. A supermajority vote is necessary to pass the motion on the Winton-owned parcel as the purchase agreement cost is greater than $500,000.00 and it is greater than the average of the two appraised values.

IV. RECOMMENDED MOTION: 605 Sandalwood: I move that the City Council approve the purchase of 605 Sandalwood and authorize the City Manager to execute the purchase agreement and proceed with closing. (simple majority vote required to pass)

606 Sandalwood: I move that the City Council approve the purchase of 606 Sandalwood and authorize the City Manager to execute the purchase agreement and

proceed with closing. (simple majority vote required to pass)

608 Sandalwood: I move that the City Council approve the purchase of 608 Sandalwood and authorize the City Manager to execute the purchase agreement and proceed with closing. (simple majority vote required to pass).

Vacant Land (Winton) - Anna Street & Benning Drive: I move that the City Council approve the purchase of the vacant land at the corner of Anna Street & Benning Drive and authorize the City Manager to execute the purchase agreement and proceed with closing. (supermajority vote required to pass)

Attachments:

1. 605 Sandalwood - Executed Offer and Purchase Agreement - 7-1-22
2. Appraisal 605 Sandalwood
3. 606 Sandalwood Drive - Signed Agreement and Addendum
4. 606 Sandalwood Dr - Lot 33A - Title Commitment
5. Appraisal 606 Sandalwood
6. 608 Sandalwood - Executed Offer and Purchase Agreement
7. Appraisal 608 Sandalwood
8. Winton - Purchase Agreement - Settlement
9. Appraisal 1 Winton
10. Appraisal 2 Winton
11. Letter to City Council Crosstown Connector
12. CMA For Destin City Council For Town Homes

B. Cross Town Connector Design - 90% Update

Motion to amend the design, place the drainage on the ground, and not create a retention pond passed 4-3 (Bagby/Destin/ Wagner/Braden – "yes"; Schmidt/King/ Hebert – "no"

Bring back the additional amount necessary for amending the design if it exceeds the City Manager's spending threshold.

C. Acquisition of Properties for the Crosstown Connector

Motion to approve the purchase of 605 Sandalwood and authorize the City Manager to execute the purchase agreement and proceed with closing passed 7-0.

Motion to approve the purchase of 606 Sandalwood and authorize the City Manager to execute the purchase agreement and proceed with closing passed 7-0.

Motion to approve the purchase of 608 Sandalwood and authorize the City Manager to execute the purchase agreement and proceed with closing passed 7-0.

Motion to approve the purchase of the vacant land at the corner of Anna Street and Benning Drive and authorize the City Manager to execute the purchase agreement and proceed with closing failed 4-3 for lack of supermajority vote. (Schmidt/King/Hebert/Wagner – "yes"; Bagby/Destin/Braden – "no"

ANCHORS ◆ SMITH ◆ GRIMSLEY
A PROFESSIONAL LIMITED COMPANY
ATTORNEYS AND COUNSELORS AT LAW
909 MAR WALT DRIVE, SUITE 1014
FORT WALTON BEACH, FL 32547-6711
(850) 863-4064 (850) 862-1138 FAX (850) 664-5728 FAX
WWW.ASGLEGAL.COM

C. LEDON ANCHORS
STEVEN B. BAUMAN*
C. JEFFREY MCINNIS
RICHARD P. PETERMANN+
TIMOTHY W. SHAW

MICHAEL A. FLOWERS**
SHIRAZ A. HOSEIN
N. GRESHAM FOSTER, L.L.M.
KYLE S. BAUMAN
MICHAEL R. GOODSON++

* FLORIDA SUPREME COURT CERTIFIED CIRCUIT AND APPELLATE MEDIATOR
+ ALSO ADMITTED IN WYOMING & ALABAMA
** FORMER CIRCUIT JUDGE
++ FLORIDA SUPREME COURT CERTIFIED FAMILY LAW MEDIATOR

May 1, 2023

Via FEDEX

The City of Destin, Florida, a Florida municipal corporation
4200 Indian Bayou Trail
Destin, FL 32541
Attn: Jeff Cozadd/ Projects/Grants/ Contracts Manager

RE: 609 Sandalwood Dr., Destin, FL 32541
Seller: Zoilo A. Fermin. Our File# 23-0034CJM

Dear Mr. Cozadd ,

Enclosed please find the following documents concerning the above referenced real property closing :

1. Original Owner's Policy # 50184912-0015666e.
2. Original Recorded Warranty Deed.
3. Original Bill of Sale.

It was a pleasure assisting The City of Destin with this transaction. Should you have any questions, or if we can provide you with any assistance in the future please give us a call. Congratulations on your purchase!!!

Sincerely,
ANCHORS SMITH GRIMSLEY, PLC

Jill Bryant Jill Bryant
Real Estate Closing Administrator for
C. Jeffrey McInnis, Esq.
Direct line: 850-362-7217
Email: jbryant@asglegal.com
Enclosures

Transaction Identification Data, for which the Company assumes no liability as set forth in Condition 9.d.:
Issuing Agent: First American Title Insurance Company
Issuing Office: PO Box 776123, Chicago, IL 60677-6124
Issuing Office's ALTA® Registry ID:
Issuing Office File Number: 7223-6384823
Property Address: 609 SANDALWOOD DR, DESTIN, FL 32541-2454

SCHEDULE A

Name and Address of Title Insurance Company:
FIRST AMERICAN TITLE INSURANCE COMPANY, 1 First American Way, Santa Ana, California 92707
Customer Reference Number: 23-0034CJM
First American File Number: 7223-6384823
Policy Number: 50184912-0015666e
Amount of Insurance: $360,000.00
Date of Policy: April 26, 2023 at 2:27 p.m.

1. The Insured is:

   The City of Destin, Florida

2. The estate or interest in the Land insured by this policy is:

   Fee Simple

3. The Title is vested in:

   The City of Destin, Florida, a Florida municipal corporation

4. The Land is described as follows:

   See Exhibit A attached hereto and made a part hereof

Anchors Smith Grimsley, Professional, Limited Company

By: _____
Authorized Signatory

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Exhibit A

Agent File Number: 23-0034CJM
FAST File Number: 7223-6384823

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

The West 8.42 Feet of The North 100.00 Feet and The West 12.00 Feet of The South 20.00 Feet of Lot 26 and The East 7.79 Feet of The North 100.00 Feet and The East 6.00 Feet of The South 20.00 Feet of Lot 27, SANDALWOOD MANOR TOWNHOMES FIRST ADDITION, as recorded in Plat Book 6, Page 93 of the Public Records of Okaloosa County, Florida.

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Customer Reference Number: 23-0034CJM
First American File Number: 7223-6384823

SCHEDULE B

Policy Number: 50184912-0015666e

EXCEPTIONS FROM COVERAGE

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This policy treats any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document are excepted from coverage.

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses resulting from the terms and conditions of any lease or easement identified in Schedule A, and the following matters:

1. Any rights, interests, or claims of parties in possession of the land not shown by the Public Records.

2. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.

3. Any lien, for services, labor, or materials in connection with improvements, repairs or renovations provided before, on, or after Date of Policy, not shown by the Public Records.

4. Any dispute as to the boundaries caused by a change in the location of any water body within or adjacent to the Land prior to Date of Policy, and any adverse claim to all or part of the Land that is, at Date of Policy, or was previously under water.

5. Taxes or special assessments not shown as liens in the Public Records or in the records of the local tax collecting authority, at Date of Policy.

6. Any minerals or mineral rights leased, granted or retained by current or prior owners.

7. Taxes and assessments for the year 2023 and subsequent years, which are not yet due and payable.

8. Easement granted to Gulf Power Company by instrument recorded in Book 1159, Page 1962.

9. Oil, gas and mineral reservations contained in Deed from , recorded in Book 952, Page 44.

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Note: All of the recording information contained herein refers to the Public Records of OKALOOSA County, Florida, unless otherwise indicated. Any reference herein to a Book and Page or Instrument Number is a reference to the Official Record Books of said county, unless indicated to the contrary.

NOTE: Exception(s) numbered 1-6 above is/are hereby deleted.

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Agent File Number: 23-0034CJM
Issuing Office File Number: 7223-6384823

Note: All of the recording information contained herein refers to the Public Records of OKALOOSA County, Florida, unless otherwise indicated. Any reference herein to a Book and Page is a reference to the Official Record Books of said county, unless indicated to the contrary.

Notices - Where Sent

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Company, Attention: Claims Department, 1 First American Way, Santa Ana, CA 92707.

Service, Quality and Availability

First American Title Insurance Company cares about its customers and their ability to obtain information and service on a convenient, timely and accurate basis. A qualified staff of service representatives is dedicated to serving you. A toll-free number is available for your convenience in obtaining information about coverage and to provide assistance in resolving complaints at 1-800-929-7186. Office hours are from 8:30 a.m. through 5:30 p.m. Monday through Friday.

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ALTA OWNER'S POLICY OF TITLE INSURANCE
issued by
FIRST AMERICAN TITLE INSURANCE COMPANY

This policy, when issued by the Company with a Policy Number and the Date of Policy, is valid even if this policy or any endorsement to this policy is issued electronically or lacks any signature.

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at the address shown in Condition 17.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, FIRST AMERICAN TITLE INSURANCE COMPANY, a Nebraska corporation (the "Company"), insures as of the Date of Policy and, to the extent stated in Covered Risks 9 and 10, after the Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. The Title being vested other than as stated in Schedule A.

2. Any defect in or lien or encumbrance on the Title. Covered Risk 2 includes, but is not limited to, insurance against loss from:
   a. a defect in the Title caused by:
      i. forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
      ii. the failure of a person or Entity to have authorized a transfer or conveyance;
      iii. a document affecting the Title not properly authorized, created, executed, witnessed, sealed, acknowledged, notarized (including by remote online notarization), or delivered;
      iv. a failure to perform those acts necessary to create a document by electronic means authorized by law;
      v. a document executed under a falsified, expired, or otherwise invalid power of attorney;
      vi. a document not properly filed, recorded, or indexed in the Public Records, including the failure to have performed those acts by electronic means authorized by law;
      vii. a defective judicial or administrative proceeding; or
      viii. the repudiation of an electronic signature by a person that executed a document because the electronic signature on the document was not valid under applicable electronic transactions law.
   b. the lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
   c. the effect on the Title of an encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment (including an encroachment of an improvement across the boundary lines of the Land), but only if the encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment would have been disclosed by an accurate and complete land title survey of the Land.

3. Unmarketable Title.

4. No right of access to and from the Land.

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5. A violation or enforcement of a law, ordinance, permit, or governmental regulation (including those relating to building and zoning), but only to the extent of the violation or enforcement described by the enforcing governmental authority in an Enforcement Notice that identifies a restriction, regulation, or prohibition relating to:
   a. the occupancy, use, or enjoyment of the Land;
   b. the character, dimensions, or location of an improvement on the Land;
   c. the subdivision of the Land; or
   d. environmental remediation or protection on the Land.

6. An enforcement of a governmental forfeiture, police, regulatory, or national security power, but only to the extent of the enforcement described by the enforcing governmental authority in an Enforcement Notice.

7. An exercise of the power of eminent domain, but only to the extent:
   a. of the exercise described in an Enforcement Notice; or
   b. the taking occurred and is binding on a purchaser for value without Knowledge.

8. An enforcement of a PACA-PSA Trust, but only to the extent of the enforcement described in an Enforcement Notice.

9. The Title being vested other than as stated in Schedule A, the Title being defective, or the effect of a court order providing an alternative remedy:
   a. resulting from the avoidance, in whole or in part, of any transfer of all or any part of the Title to the Land or any interest in the Land occurring prior to the transaction vesting the Title because that prior transfer constituted a:
      i. fraudulent conveyance, fraudulent transfer, or preferential transfer under federal bankruptcy, state insolvency, or similar state or federal creditors' rights law; or
      ii. voidable transfer under the Uniform Voidable Transactions Act; or
   b. because the instrument vesting the Title constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar state or federal creditors' rights law by reason of the failure:
      i. to timely record the instrument vesting the Title in the Public Records after execution and delivery of the instrument to the Insured; or
      ii. of the recording of the instrument vesting the Title in the Public Records to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.

10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to the Date of Policy and prior to the recording of the deed or other instrument vesting the Title in the Public Records.

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DEFENSE OF COVERED CLAIMS

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this policy, but only to the extent provided in the Conditions.

First American Title Insurance Company

Kenneth D. DeGiorgio, President

Lisa W. Cornehl, Secretary

For Reference:

File #: 23-0034CJM
Policy #: 50184912-0015666e

Issued By:

Anchors Smith Grimsley, Professional Limited Company
909 Mar Walt Drive, Suite 1014
Fort Walton Beach, FL 32547

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EXCLUSIONS FROM COVERAGE

The following matters are excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
   i. the occupancy, use, or enjoyment of the Land;
   ii. the character, dimensions, or location of any improvement on the Land;
   iii. the subdivision of land; or
   iv. environmental remediation or protection.
   b. any governmental forfeiture, police, regulatory, or national security power.
   c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.
   Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.

2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.

3. Any defect, lien, encumbrance, adverse claim, or other matter:
   a. created, suffered, assumed, or agreed to by the Insured Claimant;
   b. not Known to the Company, not recorded in the Public Records at the Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   c. resulting in no loss or damage to the Insured Claimant;
   d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or
   e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.

4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:
   a. fraudulent conveyance or fraudulent transfer;
   b. voidable transfer under the Uniform Voidable Transactions Act; or
   c. preferential transfer:
      i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
      ii. for any other reason not stated in Covered Risk 9.b.

5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.

6. Any lien on the Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.

7. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

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CONDITIONS

1. DEFINITION OF TERMS

In this policy, the following terms have the meanings given to them below. Any defined term includes both the singular and the plural, as the context requires:

a. "Affiliate": An Entity:
   i. that is wholly owned by the Insured;
   ii. that wholly owns the Insured; or
   iii. if that Entity and the Insured are both wholly owned by the same person or entity.

b. "Amount of Insurance": The Amount of Insurance stated in Schedule A, as may be increased by Condition 8.d. or decreased by Condition 10 or 11; or increased or decreased by endorsements to this policy.

c. "Date of Policy": The Date of Policy stated in Schedule A.

d. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.

e. "Enforcement Notice": A document recorded in the Public Records that describes any part of the Land and:
   i. is issued by a governmental agency that identifies a violation or enforcement of a law, ordinance, permit, or governmental regulation;
   ii. is issued by a holder of the power of eminent domain or a governmental agency that identifies the exercise of a governmental power; or
   iii. asserts a right to enforce a PACA-PSA Trust.

f. "Entity": A corporation, partnership, trust, limited liability company, or other entity authorized by law to own title to real property in the State where the Land is located.

g. "Insured":
   i. (a). The Insured named in Item 1 of Schedule A;
      (b). the successor to the Title of an Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
      (c). the successor to the Title of an Insured resulting from dissolution, merger, consolidation, distribution, or reorganization;
      (d). the successor to the Title of an Insured resulting from its conversion to another kind of Entity; or
      (e). the grantee of an Insured under a deed or other instrument transferring the Title, if the grantee is:
         (1). an Affiliate;
         (2). a trustee or beneficiary of a trust created by a written instrument established for estate planning purposes by an Insured;
         (3). a spouse who receives the Title because of a dissolution of marriage;
         (4). a transferee by a transfer effective on the death of an Insured as authorized by law; or
         (5). another Insured named in Item 1 of Schedule A.
   ii. The Company reserves all rights and defenses as to any successor or grantee that the Company would have had against any predecessor Insured.

h. "Insured Claimant": An Insured claiming loss or damage arising under this policy.

i. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.

j. "Land": The land described in Item 4 of Schedule A and improvements located on that land at the Date of Policy that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is insured by this policy.

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k. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
l. "PACA-PSA Trust": A trust under the federal Perishable Agricultural Commodities Act or the federal Packers and Stockyards Act or a similar State or federal law.
m. "Public Records": The recording or filing system established under State statutes in effect at the Date of Policy under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
n. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
o. "Title": The estate or interest in the Land identified in Item 2 of Schedule A.
p. "Unmarketable Title": The Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or a lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF COVERAGE

This policy continues as of the Date of Policy in favor of an Insured, so long as the Insured:
a. retains an estate or interest in the Land;
b. owns an obligation secured by a purchase money Mortgage given by a purchaser from the Insured; or
c. has liability for warranties given by the Insured in any transfer or conveyance of the Insured's Title.

Except as provided in Condition 2, this policy terminates and ceases to have any further force or effect after the Insured conveys the Title. This policy does not continue in force or effect in favor of any person or entity that is not the Insured and acquires the Title or an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured must notify the Company promptly in writing if the Insured has Knowledge of:
a. any litigation or other matter for which the Company may be liable under this policy; or
b. any rejection of the Title as Unmarketable Title.

If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under this policy is reduced to the extent of the prejudice.

4. PROOF OF LOSS

The Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, adverse claim, or other matter insured against by this policy that constitutes the basis of loss or damage and must state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

a. Upon written request by the Insured and subject to the options contained in Condition 7, the Company, at its own cost and without unreasonable delay, will provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company has the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those covered causes of action. The Company is not liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of any cause of action that alleges matters not insured against by this policy.
b. The Company has the right, in addition to the options contained in Condition 7, at its own cost, to institute and prosecute any action or proceeding or to do any other act that, in its opinion, may be

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necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it is liable to the Insured. The Company's exercise of these rights is not an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under Condition 5.b., it must do so diligently.

c. When the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court having jurisdiction. The Company reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

a. When this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured will secure to the Company the right to prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose.

When requested by the Company, the Insured, at the Company's expense, must give the Company all reasonable aid in:

i. securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement; and

ii. any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter, as insured.

If the Company is prejudiced by any failure of the Insured to furnish the required cooperation, the Company's liability and obligations to the Insured under this policy terminate, including any obligation to defend, prosecute, or continue any litigation, regarding the matter requiring such cooperation.

b. The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos, whether bearing a date before or after the Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant must grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all the records in the custody or control of a third party that reasonably pertain to the loss or damage. No information designated in writing as confidential by the Insured Claimant provided to the Company pursuant to Condition 6 will be later disclosed to others unless, in the reasonable judgment of the Company, disclosure is necessary in the administration of the claim or required by law. Any failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in Condition 6.b., unless prohibited by law, terminates any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company has the following additional options:

a. *To Pay or Tender Payment of the Amount of Insurance*

To pay or tender payment of the Amount of Insurance under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay. Upon the exercise by the Company of this option provided for in Condition 7.a., the Company's liability and obligations to the Insured under this policy terminate, including any obligation to defend, prosecute, or continue any litigation.

b. *To Pay or Otherwise Settle with Parties other than the Insured or with the Insured Claimant*

i. To pay or otherwise settle with parties other than the Insured for or in the name of the Insured Claimant. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

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ii. To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either option provided for in Condition 7.b., the Company's liability and obligations to the Insured under this policy for the claimed loss or damage terminate, including any obligation to defend, prosecute, or continue any litigation.

8. CONTRACT OF INDEMNITY; DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by an Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy. This policy is not an abstract of the Title, report of the condition of the Title, legal opinion, opinion of the Title, or other representation of the status of the Title. All claims asserted under this policy are based in contract and are restricted to the terms and provisions of this policy. The Company is not liable for any claim alleging negligence or negligent misrepresentation arising from or in connection with this policy or the determination of the insurability of the Title.

a. The extent of liability of the Company for loss or damage under this policy does not exceed the lesser of:
   i. the Amount of Insurance; or
   ii. the difference between the fair market value of the Title, as insured, and the fair market value of the Title subject to the matter insured against by this policy.
b. Except as provided in Condition 8.c. or 8.d., the fair market value of the Title in Condition 8.a.ii. is calculated using the date the Insured discovers the defect, lien, encumbrance, adverse claim, or other matter insured against by this policy.
c. If, at the Date of Policy, the Title to all of the Land is void by reason of a matter insured against by this policy, then the Insured Claimant may, by written notice given to the Company, elect to use the Date of Policy as the date for calculating the fair market value of the Title in Condition 8.a.ii.
d. If the Company pursues its rights under Condition 5.b. and is unsuccessful in establishing the Title, as insured:
   i. the Amount of Insurance will be increased by 15%; and
   ii. the Insured Claimant may, by written notice given to the Company, elect, as an alternative to the dates set forth in Condition 8.b. or, if it applies, 8.c., to use either the date the settlement, action, proceeding, or other act described in Condition 5.b. is concluded or the date the notice of claim required by Condition 3 is received by the Company as the date for calculating the fair market value of the Title in Condition 8.a.ii.
e. In addition to the extent of liability for loss or damage under Conditions 8.a. and 8.d., the Company will also pay the costs, attorneys' fees, and expenses incurred in accordance with Conditions 5 and 7.

9. LIMITATION OF LIABILITY

a. The Company fully performs its obligations and is not liable for any loss or damage caused to the Insured if the Company accomplishes any of the following in a reasonable manner:
   i. removes the alleged defect, lien, encumbrance, adverse claim, or other matter;
   ii. cures the lack of a right of access to and from the Land; or
   iii. cures the claim of Unmarketable Title,

   all as insured. The Company may do so by any method, including litigation and the completion of any appeals.
b. The Company is not liable for loss or damage arising out of any litigation, including litigation by the Company or with the Company's consent, until a State or federal court having jurisdiction makes a final, non-appealable determination adverse to the Title.
c. The Company is not liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.
d. The Company is not liable for the content of the Transaction Identification Data, if any.

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10. REDUCTION OR TERMINATION OF INSURANCE
All payments under this policy, except payments made for costs, attorneys' fees, and expenses, reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE
The Amount of Insurance will be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after the Date of Policy and which is a charge or lien on the Title, and the amount so paid will be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS
When liability and the extent of loss or damage are determined in accordance with the Conditions, the Company will pay the loss or damage within 30 days.

13. COMPANY'S RECOVERY AND SUBROGATION RIGHTS UPON SETTLEMENT AND PAYMENT

a. If the Company settles and pays a claim under this policy, it is subrogated and entitled to the rights and remedies of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person, entity, or property to the fullest extent permitted by law, but limited to the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant must execute documents to transfer these rights and remedies to the Company. The Insured Claimant permits the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

b. If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company defers the exercise of its subrogation right until after the Insured Claimant fully recovers its loss.

c. The Company's subrogation right includes the Insured's rights to indemnity, guaranty, warranty, insurance policy, or bond, despite any provision in those instruments that addresses recovery or subrogation rights.

14. POLICY ENTIRE CONTRACT

a. This policy together with all endorsements, if any, issued by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy will be construed as a whole. This policy and any endorsement to this policy may be evidenced by electronic means authorized by law.

b. Any amendment of this policy must be by a written endorsement issued by the Company. To the extent any term or provision of an endorsement is inconsistent with any term or provision of this policy, the term or provision of the endorsement controls. Unless the endorsement expressly states, it does not:
   i. modify any prior endorsement,
   ii. extend the Date of Policy,
   iii. insure against loss or damage exceeding the Amount of Insurance, or
   iv. increase the Amount of Insurance.

15. SEVERABILITY
In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, this policy will be deemed not to include that provision or the part held to be invalid, but all other provisions will remain in full force and effect.

16. CHOICE OF LAW AND CHOICE OF FORUM

a. *Choice of Law*
The Company has underwritten the risks covered by this policy and determined the premium charged in reliance upon the State law affecting interests in real property and the State law applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the State where the Land is located.

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The State law of the State where the Land is located, or to the extent it controls, federal law, will determine the validity of claims against the Title and the interpretation and enforcement of the terms of this policy, without regard to conflicts of law principles to determine the applicable law.

b. *Choice of Forum*
Any litigation or other proceeding brought by the Insured against the Company must be filed only in a State or federal court having jurisdiction.

17. NOTICES
Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at: **First American Title Insurance Company, Attn: Claims National Intake Center, 5 First American Way, Santa Ana, California 92707. Phone: 888-632-1642 (claims.nic@firstam.com)**.

18. ARBITRATION

a. All claims and disputes arising out of or relating to this policy, including any service or other matter in connection with issuing this policy, any breach of a policy provision, or any other claim or dispute arising out of or relating to the transaction giving rise to this policy, may be submitted to binding arbitration only when agreed to by both the Company and the Insured. Arbitration must be conducted pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("ALTA Rules"). The ALTA Rules are available online at www.alta.org/arbitration. The ALTA Rules incorporate, as appropriate to a particular dispute, the Consumer Arbitration Rules and Commercial Arbitration Rules of the American Arbitration Association ("AAA Rules"). The AAA Rules are available online at www.adr.org.

b. *If there is a final judicial determination that a request for particular relief cannot be arbitrated in accordance with this Condition 18, then only that request for particular relief may be brought in court. All other requests for relief remain subject to this Condition 18.*

c. Fees will be allocated in accordance with the applicable AAA Rules. The results of arbitration will be binding upon the parties. The arbitrator may consider, but is not bound by, rulings in prior arbitrations involving different parties. The arbitrator is bound by rulings in prior arbitrations involving the same parties to the extent required by law. The arbitrator must issue a written decision sufficient to explain the findings and conclusions on which the award is based. Judgment upon the award rendered by the arbitrator may be entered in any State or federal court having jurisdiction.

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E-RECORDED Instr. # 3620005
Okaloosa County, FL
O.R. Book 3672 Page 1923
Date 4/26/2023 Time 2:27 PM

OKALOOSA COUNTY, FLORIDA
Recording Fee: $ 18.50
Documentary Stamps: $ 2520.00

THIS INSTRUMENT PREPARED BY:
C. JEFFREY MCINNIS, Attorney at Law
ANCHORS SMITH GRIMSLEY, PLC
909 Mar Walt Drive, Suite 1014
Fort Walton Beach, Florida 32547
(850) 863-4064
File No. 23-0034CJM

STATE OF FLORIDA)
COUNTY OF OKALOOSA)

WARRANTY DEED

THIS WARRANTY DEED is made effective the 26th day of April, 2023, by **ZOILO A. FERMIN AND WIFE, SUN J. FERMIN,** whose post office address for purposes hereof is 8094 Raleigh St., Navarre, FL 32566, (hereinafter collectively called "Grantor", whether one or more), to **The City of Destin, Florida, a Florida municipal corporation,** whose post office address for purposes hereof is 4200 Indian Bayou Trail, Destin, FL 32541, (hereinafter called "Grantee):

WITNESSETH: That Grantor, for and in consideration of the sum of Ten and No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, and Grantees successors and assigns forever, all that certain land located in **Okaloosa County, State of Florida,** more particularly described as follows:

The West 8.42 Feet of The North 100.00 Feet and The West 12.00 Feet of The South 20.00 Feet of Lot 26 and The East 7.79 Feet of The North 100.00 Feet and The East 6.00 Feet of The South 20.00 Feet of Lot 27, SANDALWOOD MANOR TOWNHOMES FIRST ADDITION, as recorded in Plat Book 6, Page 93 of the Public Records of Okaloosa County, Florida.

PARCEL ID NO. 00-2S-22-2167-0000-0260

The land described herein is not the homestead of the Grantor, and neither the Grantor, nor anyone for whose support the Grantor is responsible, resides on or adjacent to said land.

SUBJECT to covenants, restrictions, easements, reservations and other matters of record, if any now exist, which are not hereby reimposed.

TOGETHER WITH all and singular rights, privileges, hereditaments, and appurtenances to the Real Estate belonging or in any wise incident to appertaining thereto.

TO HAVE AND TO HOLD, the same unto the said Grantee in fee simple forever.

AND Grantor hereby covenants with Grantee that Grantor is lawfully seized of said land in fee simple; that Grantor has good right and lawful authority to sell and convey said land; that Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever and that said land is free of all encumbrances, except as otherwise stated herein and except taxes accruing subsequent to December 31, 2022.

IN WITNESS WHEREOF, Grantor has signed and sealed these presents effective for all purposes as of the day and year first above written.

Signed, sealed and delivered in our presence:

Witness #1: _____
(Witness Sign Above Line)
Printed Name: Jill Bryant

Witness #2: _____
(Witness Sign above Line)
Printed Name: Marsha Hayes

Witness #1: _____
(Witness Sign Above Line)
Printed Name: Jill Bryant

Witness #2: _____
(Witness Sign above Line)
Printed Name: Marsha Hayes

_____
Zoilo A. Fermin

_____
Sun J. Fermin

STATE OF FLORIDA)
COUNTY OF OKALOOSA)

The foregoing instrument was acknowledged before me by means of (X) physical presence or ( ) online notarization this 26th day of April, 2023, by Zoilo A. Fermin and wife, Sun J. Fermin,

_____ who are personally known to me OR

__X__ who have produced a Driver's License as proper identification and who did not take an oath.

_____
NOTARY PUBLIC
My Commission Expires: _____

(NOTARY SEAL)

Notary Public State of Florida
Jill M Bryant
My Commission HH 332716
Expires 11/16/2026

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that, **Zoilo A. Fermin,** party of the first part, for and in consideration of the sum of Ten Dollars, lawful money of the United States, to such party paid by **THE CITY OF DESTIN, Florida, a Florida municipal corporation**, party of the second part, the receipt and sufficiency whereof are hereby acknowledged, has granted, bargained, sold, transferred and delivered, and by these presents does grant, bargain, sell, transfer and deliver unto the said party of the second part, such party's personal representatives, heirs, successors and assigns, the following goods and chattels:

All built in furnishings, built in appliances, ceiling fans, light fixtures, attached wall-to-wall carpeting and flooring, on the real property more particularly described in Exhibit A, which items are being conveyed "AS IS" and in accordance with the terms and conditions of the Offer and Purchase Agreement by and between the parties hereto.

TO HAVE AND TO HOLD the same unto the said party of the second part, such party's personal representatives, heirs, successors and assigns forever.

And first party does for such party, and such party's personal representatives, heirs and assigns, covenant to and with the said party of the second part, such party's personal representatives, heirs, successors and assigns, that said party of the first part is the lawful owner of the said goods and chattels; that they are free from all encumbrances; that first party has good right to sell the same as aforesaid, and that first party will warrant and defend the sale of the said goods and chattels hereby made unto the said party of the second part, such party's personal representatives, heirs, successors and assigns, against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, said party of the first part has hereunto set such party's hand(s) and seal(s) effective as of the 26th day of April, 2023.

Signed, sealed and delivered in the presence of:

Witness 1 (Signature Above Line)

Print Name: Jill Bryant

Witness 2 (Signature Above Line)

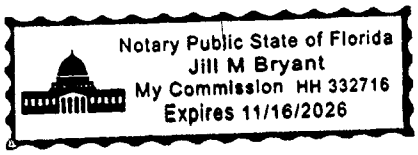
Print Name: Marsha Hayes

Zoilo A. Fermin

STATE OF FLORIDA
COUNTY OF OKALOOSA

The foregoing instrument was acknowledged before me by means of (X) physical presence or ( ) online notarization, this 26th day of April, 2023, by Zoilo A. Fermin.

____ who is personally known to me OR
__X__ who has produced a Driver's License as proper identification and who did not take an oath.



NOTARY PUBLIC
My Commission Expires: _____

This Instrument prepared by:
C. Jeffrey McInnis, Attorney at Law
Anchors Smith Grimsley, P.L.C.
909 Mar Walt Drive, Suite 1014
Fort Walton Beach, FL 32547
jmcinnis@asglegal.com
File No. 23-0034cjm

EXHIBIT A

Parcel (ID# 00-2S-22-2167-0000-0260)

The West 8.42 Feet of The North 100.00 Feet and The West 12.00 Feet of The South 20.00 Feet of Lot 26 and The East 7.79 Feet of The North 100.00 Feet and The East 6.00 Feet of The South 20.00 Feet of Lot 27, SANDALWOOD MANOR TOWNHOMES FIRST ADDITION, as recorded in Plat Book 6, Page 93 of the Public Records of Okaloosa County, Florida.

OKALOOSA COUNTY, FLORIDA
Recording Fee: $ 18.50
Documentary Stamps: $ 3531.50

E-RECORDED Instr. # 3631523
Okaloosa County, FL
O.R. Book 3680 Page 3775
Date 6/23/2023 Time 9:23 AM

THIS INSTRUMENT PREPARED BY:
C. JEFFREY MCINNIS, Attorney at Law
ANCHORS SMITH GRIMSLEY, PLC
909 Mar Walt Drive, Suite 1014
Fort Walton Beach, Florida 32547
(850) 863-4064
File No. 23-0038CJM

STATE OF FLORIDA)
COUNTY OF OKALOOSA)

WARRANTY DEED

THIS WARRANTY DEED is made effective the 22nd day of June, 2023, by **TRACY LYNNE BANIS, A SINGLE WOMAN,** whose post office address for purposes hereof is 1154 Bay Ct., Destin, FL 32541 (hereinafter called "Grantor"), to **The City of Destin, Florida, a Florida municipal corporation,** whose post office address for purposes hereof is 4200 Indian Bayou Trail, Destin, FL 32541, (hereinafter called "Grantee):

WITNESSETH: That Grantor, for and in consideration of the sum of Ten and No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, and Grantee's successors and assigns forever, all that certain land located in **Okaloosa County, State of Florida,** more particularly described as follows:

All of Lot 25 and the East 15.58 feet of the North 100.00 feet and the East 12.00 feet of the South 20.00 feet of Lot 26, SANDALWOOD MANOR TOWNHOMES FIRST ADDITION, according to plat thereof on file in Plat Book 6, Page 93, in the office of the Clerk of Circuit Court, Okaloosa County, Florida.

PARCEL ID NO. 00-2S-22-2167-0000-0250

THE PROPERTY HEREIN CONVEYED IS NOT THE HOMESTEAD PROPERTY OF GRANTOR.

THE LAND DESCRIBED HEREIN IS NOT THE HOMESTEAD OF THE GRANTOR (S) AND NEITHER THE GRANTOR(S),NOR THE GRANTOR(S) SPOUSE, NOR ANYONE FOR WHOSE SUPPORT THE GRANTOR(S) IS RESPONSIBLE, RESIDES ON OR ADJACENT TO SAID LAND.

SUBJECT to covenants, restrictions, easements, reservations and other matters of record, if any now exist, which are not hereby reimposed.

TOGETHER WITH all and singular the rights, privileges, tenements, hereditaments, and appurtenances belonging or in anywise incident or appertaining thereto.

TO HAVE AND TO HOLD, the same unto the said Grantee in fee simple forever.

AND Grantor hereby covenants with Grantee that Grantor is lawfully seized of said land in fee simple; that Grantor has good right and lawful authority to sell and convey said land; that Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever and that said land is free of all encumbrances, except as otherwise stated herein and except taxes accruing subsequent to December 31, 2022.

IN WITNESS WHEREOF, Grantor has signed and sealed these presents effective for all purposes as of the day and year first above written.

Signed, sealed and delivered in our presence:

Witness #1: Wendi Townsend
(Witness Sign Above Line)
Printed Name: Wendi Townsend

Witness #2: Jill Bryant
(Witness Sign above Line)
Printed Name: Jill Bryant

Tracy Lynne Banis

STATE OF FLORIDA)
COUNTY OF OKALOOSA)

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online presence this 22nd day of June, 2023, by Tracy Lynne Banis, who
[ ] is personally known to me or
[X] who produced Driver's License as identification and who did not take an oath.

Jill Bryant
NOTARY PUBLIC

Notary Public State of Florida
Jill M Bryant
My Commission HH 332716
Expires 11/16/2026

Transaction Identification Data, for which the Company assumes no liability as set forth in Condition 9.d.:
Issuing Agent: First American Title Insurance Company
Issuing Office: PO Box 776123, Chicago, IL 60677-6124
Issuing Office's ALTA® Registry ID:
Issuing Office File Number: 7223-6388161
Property Address: 611 SANDALWOOD DR, DESTIN, FL 32541-2454

SCHEDULE A

Name and Address of Title Insurance Company:
FIRST AMERICAN TITLE INSURANCE COMPANY, 1 First American Way, Santa Ana, California 92707
Customer Reference Number: 23-0038CJM
First American File Number: 7223-6388161
Policy Number: 50140212-0014765e
Amount of Insurance: $504,500.00
Date of Policy: June 23, 2023 at 09:23 a.m.

1. The Insured is:

   The City of Destin, Florida, a Florida municipal corporation

2. The estate or interest in the Land insured by this policy is:

   Fee Simple

3. The Title is vested in:

   The City of Destin, Florida, a Florida municipal corporation

4. The Land is described as follows:

   See Exhibit A attached hereto and made a part hereof

Anchors Smith Grimsley, Professional, Limited Company

By: _____
Authorized Signatory

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Exhibit A

Agent File Number: 23-0038CJM
FAST File Number: 7223-6388161

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

All of Lot 25 and the East 15.58 feet of the North 100.00 feet and the East 12.00 feet of the South 20.00 feet of Lot 26, SANDALWOOD MANOR TOWNHOMES FIRST ADDITION, according to plat thereof on file in Plat Book 6, Page 93, in the office of the Clerk of Circuit Court, Okaloosa County, Florida.

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Customer Reference Number: 23-0038CJM
First American File Number: 7223-6388161

SCHEDULE B

Policy Number: 50140212-0014765e

EXCEPTIONS FROM COVERAGE

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This policy treats any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document are excepted from coverage.

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses resulting from the terms and conditions of any lease or easement identified in Schedule A, and the following matters:

1. Any rights, interests, or claims of parties in possession of the land not shown by the Public Records.

2. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.

3. Any lien, for services, labor, or materials in connection with improvements, repairs or renovations provided before, on, or after Date of Policy, not shown by the Public Records.

4. Any dispute as to the boundaries caused by a change in the location of any water body within or adjacent to the Land prior to Date of Policy, and any adverse claim to all or part of the Land that is, at Date of Policy, or was previously under water.

5. Taxes or special assessments not shown as liens in the Public Records or in the records of the local tax collecting authority, at Date of Policy.

6. Any minerals or mineral rights leased, granted or retained by current or prior owners.

7. Taxes and assessments for the year 2023 and subsequent years, which are not yet due and payable.

NOTE: Exception(s) numbered 1, 3, 5 and 6 above is/are hereby deleted.

8. Oil, gas and mineral reservations contained in Deed from , recorded in Book 952, Page 44, without right of entry.

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Note: All of the recording information contained herein refers to the Public Records of OKALOOSA County, Florida, unless otherwise indicated. Any reference herein to a Book and Page or Instrument Number is a reference to the Official Record Books of said county, unless indicated to the contrary.

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Agent File Number: 23-0038CJM
Issuing Office File Number: 7223-6388161

Note: All of the recording information contained herein refers to the Public Records of OKALOOSA County, Florida, unless otherwise indicated. Any reference herein to a Book and Page is a reference to the Official Record Books of said county, unless indicated to the contrary.

Notices - Where Sent

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Company, Attention: Claims Department, 1 First American Way, Santa Ana, CA 92707.

Service, Quality and Availability

First American Title Insurance Company cares about its customers and their ability to obtain information and service on a convenient, timely and accurate basis. A qualified staff of service representatives is dedicated to serving you. A toll-free number is available for your convenience in obtaining information about coverage and to provide assistance in resolving complaints at 1-800-929-7186. Office hours are from 8:30 a.m. through 5:30 p.m. Monday through Friday.

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ALTA OWNER'S POLICY OF TITLE INSURANCE
issued by
FIRST AMERICAN TITLE INSURANCE COMPANY

This policy, when issued by the Company with a Policy Number and the Date of Policy, is valid even if this policy or any endorsement to this policy is issued electronically or lacks any signature.

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at the address shown in Condition 17.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, FIRST AMERICAN TITLE INSURANCE COMPANY, a Nebraska corporation (the "Company"), insures as of the Date of Policy and, to the extent stated in Covered Risks 9 and 10, after the Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. The Title being vested other than as stated in Schedule A.

2. Any defect in or lien or encumbrance on the Title. Covered Risk 2 includes, but is not limited to, insurance against loss from:

a. a defect in the Title caused by:
   i. forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
   ii. the failure of a person or Entity to have authorized a transfer or conveyance;
   iii. a document affecting the Title not properly authorized, created, executed, witnessed, sealed, acknowledged, notarized (including by remote online notarization), or delivered;
   iv. a failure to perform those acts necessary to create a document by electronic means authorized by law;
   v. a document executed under a falsified, expired, or otherwise invalid power of attorney;
   vi. a document not properly filed, recorded, or indexed in the Public Records, including the failure to have performed those acts by electronic means authorized by law;
   vii. a defective judicial or administrative proceeding; or
   viii. the repudiation of an electronic signature by a person that executed a document because the electronic signature on the document was not valid under applicable electronic transactions law.

b. the lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.

c. the effect on the Title of an encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment (including an encroachment of an improvement across the boundary lines of the Land), but only if the encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment would have been disclosed by an accurate and complete land title survey of the Land.

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3. Unmarketable Title.

4. No right of access to and from the Land.

5. A violation or enforcement of a law, ordinance, permit, or governmental regulation (including those relating to building and zoning), but only to the extent of the violation or enforcement described by the enforcing governmental authority in an Enforcement Notice that identifies a restriction, regulation, or prohibition relating to:
a. the occupancy, use, or enjoyment of the Land;
b. the character, dimensions, or location of an improvement on the Land;
c. the subdivision of the Land; or
d. environmental remediation or protection on the Land.

6. An enforcement of a governmental forfeiture, police, regulatory, or national security power, but only to the extent of the enforcement described by the enforcing governmental authority in an Enforcement Notice.

7. An exercise of the power of eminent domain, but only to the extent:
a. of the exercise described in an Enforcement Notice; or
b. the taking occurred and is binding on a purchaser for value without Knowledge.

8. An enforcement of a PACA-PSA Trust, but only to the extent of the enforcement described in an Enforcement Notice.

9. The Title being vested other than as stated in Schedule A, the Title being defective, or the effect of a court order providing an alternative remedy:
a. resulting from the avoidance, in whole or in part, of any transfer of all or any part of the Title to the Land or any interest in the Land occurring prior to the transaction vesting the Title because that prior transfer constituted a:
   i. fraudulent conveyance, fraudulent transfer, or preferential transfer under federal bankruptcy, state insolvency, or similar state or federal creditors' rights law; or
   ii. voidable transfer under the Uniform Voidable Transactions Act; or
b. because the instrument vesting the Title constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar state or federal creditors' rights law by reason of the failure:
   i. to timely record the instrument vesting the Title in the Public Records after execution and delivery of the instrument to the Insured; or
   ii. of the recording of the instrument vesting the Title in the Public Records to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.

10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to the Date of Policy and prior to the recording of the deed or other instrument vesting the Title in the Public Records.

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DEFENSE OF COVERED CLAIMS

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this policy, but only to the extent provided in the Conditions.

First American Title Insurance Company

Kenneth D. DeGiorgio, President

Greg L. Smith, Secretary

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EXCLUSIONS FROM COVERAGE

The following matters are excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
   i. the occupancy, use, or enjoyment of the Land;
   ii. the character, dimensions, or location of any improvement on the Land;
   iii. the subdivision of land; or
   iv. environmental remediation or protection.
   b. any governmental forfeiture, police, regulatory, or national security power.
   c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.

   Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.

2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.

3. Any defect, lien, encumbrance, adverse claim, or other matter:
   a. created, suffered, assumed, or agreed to by the Insured Claimant;
   b. not Known to the Company, not recorded in the Public Records at the Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   c. resulting in no loss or damage to the Insured Claimant;
   d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or
   e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.

4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:
   a. fraudulent conveyance or fraudulent transfer;
   b. voidable transfer under the Uniform Voidable Transactions Act; or
   c. preferential transfer:
      i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
      ii. for any other reason not stated in Covered Risk 9.b.

5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.

6. Any lien on the Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.

7. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

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CONDITIONS

1. DEFINITION OF TERMS

In this policy, the following terms have the meanings given to them below. Any defined term includes both the singular and the plural, as the context requires:

a. "Affiliate": An Entity:
   i. that is wholly owned by the Insured;
   ii. that wholly owns the Insured; or
   iii. if that Entity and the Insured are both wholly owned by the same person or entity.

b. "Amount of Insurance": The Amount of Insurance stated in Schedule A, as may be increased by Condition 8.d. or decreased by Condition 10 or 11; or increased or decreased by endorsements to this policy.

c. "Date of Policy": The Date of Policy stated in Schedule A.

d. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.

e. "Enforcement Notice": A document recorded in the Public Records that describes any part of the Land and:
   i. is issued by a governmental agency that identifies a violation or enforcement of a law, ordinance, permit, or governmental regulation;
   ii. is issued by a holder of the power of eminent domain or a governmental agency that identifies the exercise of a governmental power; or
   iii. asserts a right to enforce a PACA PSA Trust.

f. "Entity": A corporation, partnership, trust, limited liability company, or other entity authorized by law to own title to real property in the State where the Land is located.

g. "Insured":
   i. (a). The Insured named in Item 1 of Schedule A;
      (b). the successor to the Title of an Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
      (c). the successor to the Title of an Insured resulting from dissolution, merger, consolidation, distribution, or reorganization;
      (d). the successor to the Title of an Insured resulting from its conversion to another kind of Entity; or
      (e). the grantee of an Insured under a deed or other instrument transferring the Title, if the grantee is:
         (1). an Affiliate;
         (2). a trustee or beneficiary of a trust created by a written instrument established for estate planning purposes by an Insured;
         (3). a spouse who receives the Title because of a dissolution of marriage;
         (4). a transferee by a transfer effective on the death of an Insured as authorized by law; or
         (5). another Insured named in Item 1 of Schedule A.
   ii. The Company reserves all rights and defenses as to any successor or grantee that the Company would have had against any predecessor Insured.

h. "Insured Claimant": An Insured claiming loss or damage arising under this policy.

i. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.

j. "Land": The land described in Item 4 of Schedule A and improvements located on that land at the Date of Policy that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is insured by this policy.

k. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security

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instrument, including one evidenced by electronic means authorized by law.

l. "PACA-PSA Trust": A trust under the federal Perishable Agricultural Commodities Act or the federal Packers and Stockyards Act or a similar State or federal law.

m. "Public Records": The recording or filing system established under State statutes in effect at the Date of Policy under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.

n. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.

o. "Title": The estate or interest in the Land identified in Item 2 of Schedule A.

p. "Unmarketable Title": The Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or a lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF COVERAGE

This policy continues as of the Date of Policy in favor of an Insured, so long as the Insured:

a. retains an estate or interest in the Land;

b. owns an obligation secured by a purchase money Mortgage given by a purchaser from the Insured; or

c. has liability for warranties given by the Insured in any transfer or conveyance of the Insured's Title.

Except as provided in Condition 2, this policy terminates and ceases to have any further force or effect after the Insured conveys the Title. This policy does not continue in force or effect in favor of any person or entity that is not the Insured and acquires the Title or an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured must notify the Company promptly in writing if the Insured has Knowledge of:

a. any litigation or other matter for which the Company may be liable under this policy; or

b. any rejection of the Title as Unmarketable Title.

If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under this policy is reduced to the extent of the prejudice.

4. PROOF OF LOSS

The Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, adverse claim, or other matter insured against by this policy that constitutes the basis of loss or damage and must state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

a. Upon written request by the Insured and subject to the options contained in Condition 7, the Company, at its own cost and without unreasonable delay, will provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company has the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those covered causes of action. The Company is not liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of any cause of action that alleges matters not insured against by this policy.

b. The Company has the right, in addition to the options contained in Condition 7, at its own cost, to institute and prosecute any action or proceeding or to do any other act that, in its opinion, may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy,

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whether or not it is liable to the Insured. The Company's exercise of these rights is not an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under Condition 5.b., it must do so diligently.

c. When the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court having jurisdiction. The Company reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

a. When this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured will secure to the Company the right to prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose.

When requested by the Company, the Insured, at the Company's expense, must give the Company all reasonable aid in:

i. securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement; and

ii. any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter, as insured.

If the Company is prejudiced by any failure of the Insured to furnish the required cooperation, the Company's liability and obligations to the Insured under this policy terminate, including any obligation to defend, prosecute, or continue any litigation, regarding the matter requiring such cooperation.

b. The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos, whether bearing a date before or after the Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant must grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all the records in the custody or control of a third party that reasonably pertain to the loss or damage. No information designated in writing as confidential by the Insured Claimant provided to the Company pursuant to Condition 6 will be later disclosed to others unless, in the reasonable judgment of the Company, disclosure is necessary in the administration of the claim or required by law. Any failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in Condition 6.b., unless prohibited by law, terminates any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company has the following additional options:

a. *To Pay or Tender Payment of the Amount of Insurance*

To pay or tender payment of the Amount of Insurance under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

Upon the exercise by the Company of this option provided for in Condition 7.a., the Company's liability and obligations to the Insured under this policy terminate, including any obligation to defend, prosecute, or continue any litigation.

b. *To Pay or Otherwise Settle with Parties other than the Insured or with the Insured Claimant*

i. To pay or otherwise settle with parties other than the Insured for or in the name of the Insured Claimant. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

ii. To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to

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the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either option provided for in Condition 7.b., the Company's liability and obligations to the Insured under this policy for the claimed loss or damage terminate, including any obligation to defend, prosecute, or continue any litigation.

8. CONTRACT OF INDEMNITY; DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by an Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy. This policy is not an abstract of the Title, report of the condition of the Title, legal opinion, opinion of the Title, or other representation of the status of the Title. All claims asserted under this policy are based in contract and are restricted to the terms and provisions of this policy. The Company is not liable for any claim alleging negligence or negligent misrepresentation arising from or in connection with this policy or the determination of the insurability of the Title.

a. The extent of liability of the Company for loss or damage under this policy does not exceed the lesser of:
   i. the Amount of Insurance; or
   ii. the difference between the fair market value of the Title, as insured, and the fair market value of the Title subject to the matter insured against by this policy.

b. Except as provided in Condition 8.c. or 8.d., the fair market value of the Title in Condition 8.a.ii. is calculated using the date the Insured discovers the defect, lien, encumbrance, adverse claim, or other matter insured against by this policy.

c. If, at the Date of Policy, the Title to all of the Land is void by reason of a matter insured against by this policy, then the Insured Claimant may, by written notice given to the Company, elect to use the Date of Policy as the date for calculating the fair market value of the Title in Condition 8.a.ii.

d. If the Company pursues its rights under Condition 5.b. and is unsuccessful in establishing the Title, as insured:
   i. the Amount of Insurance will be increased by 15%; and
   ii. the Insured Claimant may, by written notice given to the Company, elect, as an alternative to the dates set forth in Condition 8.b. or, if it applies, 8.c., to use either the date the settlement, action, proceeding, or other act described in Condition 5.b. is concluded or the date the notice of claim required by Condition 3 is received by the Company as the date for calculating the fair market value of the Title in Condition 8.a.ii.

e. In addition to the extent of liability for loss or damage under Conditions 8.a. and 8.d., the Company will also pay the costs, attorneys' fees, and expenses incurred in accordance with Conditions 5 and 7.

9. LIMITATION OF LIABILITY

a. The Company fully performs its obligations and is not liable for any loss or damage caused to the Insured if the Company accomplishes any of the following in a reasonable manner:
   i. removes the alleged defect, lien, encumbrance, adverse claim, or other matter;
   ii. cures the lack of a right of access to and from the Land; or
   iii. cures the claim of Unmarketable Title,

   all as insured. The Company may do so by any method, including litigation and the completion of any appeals.

b. The Company is not liable for loss or damage arising out of any litigation, including litigation by the Company or with the Company's consent, until a State or federal court having jurisdiction makes a final, non-appealable determination adverse to the Title.

c. The Company is not liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

d. The Company is not liable for the content of the Transaction Identification Data, if any.

10. REDUCTION OR TERMINATION OF INSURANCE

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance will be reduced by any amount the Company pays under any policy insuring a

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Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after the Date of Policy and which is a charge or lien on the Title, and the amount so paid will be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage are determined in accordance with the Conditions, the Company will pay the loss or damage within 30 days.

13. COMPANY'S RECOVERY AND SUBROGATION RIGHTS UPON SETTLEMENT AND PAYMENT

a. If the Company settles and pays a claim under this policy, it is subrogated and entitled to the rights and remedies of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person, entity, or property to the fullest extent permitted by law, but limited to the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant must execute documents to transfer these rights and remedies to the Company. The Insured Claimant permits the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

b. If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company defers the exercise of its subrogation right until after the Insured Claimant fully recovers its loss.

c. The Company's subrogation right includes the Insured's rights to indemnity, guaranty, warranty, insurance policy, or bond, despite any provision in those instruments that addresses recovery or subrogation rights.

14. POLICY ENTIRE CONTRACT

a. This policy together with all endorsements, if any, issued by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy will be construed as a whole. This policy and any endorsement to this policy may be evidenced by electronic means authorized by law.

b. Any amendment of this policy must be by a written endorsement issued by the Company. To the extent any term or provision of an endorsement is inconsistent with any term or provision of this policy, the term or provision of the endorsement controls. Unless the endorsement expressly states, it does not:

i. modify any prior endorsement,
ii. extend the Date of Policy,
iii. insure against loss or damage exceeding the Amount of Insurance, or
iv. increase the Amount of Insurance.

15. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, this policy will be deemed not to include that provision or the part held to be invalid, but all other provisions will remain in full force and effect.

16. CHOICE OF LAW AND CHOICE OF FORUM

a. *Choice of Law*

The Company has underwritten the risks covered by this policy and determined the premium charged in reliance upon the State law affecting interests in real property and the State law applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the State where the Land is located.

The State law of the State where the Land is located, or to the extent it controls, federal law, will determine the validity of claims against the Title and the interpretation and enforcement of the terms of this policy, without regard to conflicts of law principles to determine the applicable law.

b. *Choice of Forum*

Any litigation or other proceeding brought by the Insured against the Company must be filed only in a State or federal court having jurisdiction.

17. NOTICES

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Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at: **First American Title Insurance Company, Attn: Claims National Intake Center, 5 First American Way, Santa Ana, California 92707. Phone: 888-632-1642 (claims.nic@firstam.com).**

18. ARBITRATION

a. All claims and disputes arising out of or relating to this policy, including any service or other matter in connection with issuing this policy, any breach of a policy provision, or any other claim or dispute arising out of or relating to the transaction giving rise to this policy, may be submitted to binding arbitration only when agreed to by both the Company and the Insured. Arbitration must be conducted pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("ALTA Rules"). The ALTA Rules are available online at www.alta.org/arbitration. The ALTA Rules incorporate, as appropriate to a particular dispute, the Consumer Arbitration Rules and Commercial Arbitration Rules of the American Arbitration Association ("AAA Rules"). The AAA Rules are available online at www.adr.org.

b. *If there is a final judicial determination that a request for particular relief cannot be arbitrated in accordance with this Condition 18, then only that request for particular relief may be brought in court. All other requests for relief remain subject to this Condition 18.*

c. Fees will be allocated in accordance with the applicable AAA Rules. The results of arbitration will be binding upon the parties. The arbitrator may consider, but is not bound by, rulings in prior arbitrations involving different parties. The arbitrator is bound by rulings in prior arbitrations involving the same parties to the extent required by law. The arbitrator must issue a written decision sufficient to explain the findings and conclusions on which the award is based. Judgment upon the award rendered by the arbitrator may be entered in any State or federal court having jurisdiction.

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ATTORNEYS AND COUNSELORS AT LAW
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C. LEDON ANCHORS
STEVEN B. BAUMAN*
C. JEFFREY MCINNIS
RICHARD P. PETERMANN+
TIMOTHY W. SHAW

* FLORIDA SUPREME COURT CERTIFIED CIRCUIT AND APPELLATE MEDIATOR
+ ALSO ADMITTED IN WYOMING & ALABAMA

MICHAEL A. FLOWERS**
SHIRAZ A. HOSEIN
N. GRESHAM FOSTER, L.L.M.
KYLE S. BAUMAN
MICHAEL R. GOODSON++

** FORMER CIRCUIT JUDGE
++ FLORIDA SUPREME COURT CERTIFIED FAMILY LAW MEDIATOR

June 6, 2023

Via FEDEX

City of Destin
4200 Indian Bayou Trail
Destin, FL 32541
Attn: Jeffrey Cozadd

RE: File# 23-0033CJM /
700 Legion Dr., Destin, FL 32541 / BEVERLYCOLE ENTERPRISES, LLC

Dear Mr. Cozadd,

Enclosed please find the following documents concerning the above referenced real property closing :

1. Original Owner's Policy # 50140212-0008364e.
2. Original Recorded Warranty Deed.
3. Original Bill of Sale.

Please keep these documents in a safe place. Please let me know if you should need anything further. Should you have any questions, or if we can provide you with any assistance in the future please give us a call. Congratulations on your Purchase!!!

Sincerely,
ANCHORS SMITH GRIMSLEY, PLC

Jill Bryant Jill Bryant
Real Estate Closing Administrator for
C. Jeffrey McInnis, Esq.
Direct line: 850-362-7217
Email: jbryant@asglegal.com
Enclosures



After printing this label:
1. Use the 'Print' button on this page to print your label to your laser or inkjet printer.
2. Fold the printed page along the horizontal line.
3. Place label in shipping pouch and affix it to your shipment so that the barcode portion of the label can be read and scanned.

Warning: Use only the printed original label for shipping. Using a photocopy of this label for shipping purposes is fraudulent and could result in additional billing charges, along with the cancellation of your FedEx account number.
Use of this system constitutes your agreement to the service conditions in the current FedEx Service Guide, available on fedex.com.FedEx will not be responsible for any claim in excess of $100 per package, whether the result of loss, damage, delay, non-delivery,misdelivery,or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim.Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental,consequential, or special is limited to the greater of $100 or the authorized declared value. Recovery cannot exceed actual documented loss.Maximum for items of extraordinary value is $1,000, e.g. jewelry, precious metals, negotiable instruments and other items listed in our ServiceGuide. Written claims must be filed within strict time limits, see current FedEx Service Guide.

Transaction Identification Data, for which the Company assumes no liability as set forth in Condition 9.d.:
Issuing Agent: First American Title Insurance Company
Issuing Office: PO Box 776123, Chicago, IL 60677-6124
Issuing Office's ALTA® Registry ID:
Issuing Office File Number: 7223-6384807
Property Address: 700 LEGION DR, DESTIN, FL 32541-7504

SCHEDULE A

Name and Address of Title Insurance Company:
FIRST AMERICAN TITLE INSURANCE COMPANY, 1 First American Way, Santa Ana, California 92707
Customer Reference Number: 23-0033CJM
First American File Number: 7223-6384807
Policy Number: 50140212-0008364e
Amount of Insurance: $622,500.00
Date of Policy: May 16, 2023 at 12:05 p.m.

1. The Insured is:

   The City of Destin, Florida, a Florida municipal corporation

2. The estate or interest in the Land insured by this policy is:

   Fee Simple

3. The Title is vested in:

   The City of Destin, Florida, a Florida municipal corporation

4. The Land is described as follows:

   See Exhibit A attached hereto and made a part hereof

Anchors Smith Grimsley, Professional, Limited Company

By: _____
Authorized Signatory

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Exhibit A

Agent File Number: 23-0033CJM
FAST File Number: 7223-6384807

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

Lot 13, SKEETER SUBDIVISION, according to the plat thereof recorded in Plat Book 6, Page 10, of the Public Records of Okaloosa County, Florida.

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Customer Reference Number: 23-0033CJM
First American File Number: 7223-6384807

SCHEDULE B

Policy Number: 50140212-0008364e

EXCEPTIONS FROM COVERAGE

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This policy treats any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document are excepted from coverage.

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses resulting from the terms and conditions of any lease or easement identified in Schedule A, and the following matters:

1. Any rights, interests, or claims of parties in possession of the land not shown by the Public Records.

2. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.

3. Any lien, for services, labor, or materials in connection with improvements, repairs or renovations provided before, on, or after Date of Policy, not shown by the Public Records.

4. Any dispute as to the boundaries caused by a change in the location of any water body within or adjacent to the Land prior to Date of Policy, and any adverse claim to all or part of the Land that is, at Date of Policy, or was previously under water.

5. Taxes or special assessments not shown as liens in the Public Records or in the records of the local tax collecting authority, at Date of Policy.

6. Any minerals or mineral rights leased, granted or retained by current or prior owners.

NOTE: Exception(s) numbered 1, 3, 4, 5 and 6 above is/are hereby deleted.

7. Taxes and assessments for the year 2023 and subsequent years, which are not yet due and payable.

8. Easement granted to Gulf Power Company by instrument recorded in Book 148, Page 99.

9. Easement granted to Gulf Power Company by instrument recorded in Book 1121, Page 1728.

10. Grant of Easement recorded in Book 1102, Page 116.

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11. Reservation of oil, gas and minerals contained in Warranty Deed recorded in Book 1062, Page 849, without right of entry.

12. Easement(s) set forth in Warranty Deed recorded in Book 1101, Page 343.

Note: All of the recording information contained herein refers to the Public Records of OKALOOSA County, Florida, unless otherwise indicated. Any reference herein to a Book and Page or Instrument Number is a reference to the Official Record Books of said county, unless indicated to the contrary.

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Agent File Number: 23-0033CJM
Issuing Office File Number: 7223-6384807

Note: All of the recording information contained herein refers to the Public Records of OKALOOSA County, Florida, unless otherwise indicated. Any reference herein to a Book and Page is a reference to the Official Record Books of said county, unless indicated to the contrary.

Notices - Where Sent

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Company, Attention: Claims Department, 1 First American Way, Santa Ana, CA 92707.

Service, Quality and Availability

First American Title Insurance Company cares about its customers and their ability to obtain information and service on a convenient, timely and accurate basis. A qualified staff of service representatives is dedicated to serving you. A toll-free number is available for your convenience in obtaining information about coverage and to provide assistance in resolving complaints at 1-800-929-7186. Office hours are from 8:30 a.m. through 5:30 p.m. Monday through Friday.

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ALTA OWNER'S POLICY OF TITLE INSURANCE
issued by
FIRST AMERICAN TITLE INSURANCE COMPANY

This policy, when issued by the Company with a Policy Number and the Date of Policy, is valid even if this policy or any endorsement to this policy is issued electronically or lacks any signature.

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at the address shown in Condition 17.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, FIRST AMERICAN TITLE INSURANCE COMPANY, a Nebraska corporation (the "Company"), insures as of the Date of Policy and, to the extent stated in Covered Risks 9 and 10, after the Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. The Title being vested other than as stated in Schedule A.

2. Any defect in or lien or encumbrance on the Title. Covered Risk 2 includes, but is not limited to, insurance against loss from:
- a. a defect in the Title caused by:
  - i. forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
  - ii. the failure of a person or Entity to have authorized a transfer or conveyance;
  - iii. a document affecting the Title not properly authorized, created, executed, witnessed, sealed, acknowledged, notarized (including by remote online notarization), or delivered;
  - iv. a failure to perform those acts necessary to create a document by electronic means authorized by law;
  - v. a document executed under a falsified, expired, or otherwise invalid power of attorney;
  - vi. a document not properly filed, recorded, or indexed in the Public Records, including the failure to have performed those acts by electronic means authorized by law;
  - vii. a defective judicial or administrative proceeding; or
  - viii. the repudiation of an electronic signature by a person that executed a document because the electronic signature on the document was not valid under applicable electronic transactions law.
- b. the lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
- c. the effect on the Title of an encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment (including an encroachment of an improvement across the boundary lines of the Land), but only if the encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment would have been disclosed by an accurate and complete land title survey of the Land.

3. Unmarketable Title.

4. No right of access to and from the Land.

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5. A violation or enforcement of a law, ordinance, permit, or governmental regulation (including those relating to building and zoning), but only to the extent of the violation or enforcement described by the enforcing governmental authority in an Enforcement Notice that identifies a restriction, regulation, or prohibition relating to:
   a. the occupancy, use, or enjoyment of the Land;
   b. the character, dimensions, or location of an improvement on the Land;
   c. the subdivision of the Land; or
   d. environmental remediation or protection on the Land.

6. An enforcement of a governmental forfeiture, police, regulatory, or national security power, but only to the extent of the enforcement described by the enforcing governmental authority in an Enforcement Notice.

7. An exercise of the power of eminent domain, but only to the extent:
   a. of the exercise described in an Enforcement Notice; or
   b. the taking occurred and is binding on a purchaser for value without Knowledge.

8. An enforcement of a PACA-PSA Trust, but only to the extent of the enforcement described in an Enforcement Notice.

9. The Title being vested other than as stated in Schedule A, the Title being defective, or the effect of a court order providing an alternative remedy:
   a. resulting from the avoidance, in whole or in part, of any transfer of all or any part of the Title to the Land or any interest in the Land occurring prior to the transaction vesting the Title because that prior transfer constituted a:
      i. fraudulent conveyance, fraudulent transfer, or preferential transfer under federal bankruptcy, state insolvency, or similar state or federal creditors' rights law; or
      ii. voidable transfer under the Uniform Voidable Transactions Act; or
   b. because the instrument vesting the Title constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar state or federal creditors' rights law by reason of the failure:
      i. to timely record the instrument vesting the Title in the Public Records after execution and delivery of the instrument to the Insured; or
      ii. of the recording of the instrument vesting the Title in the Public Records to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.

10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to the Date of Policy and prior to the recording of the deed or other instrument vesting the Title in the Public Records.

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DEFENSE OF COVERED CLAIMS

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this policy, but only to the extent provided in the Conditions.

First American Title Insurance Company

Kenneth D. DeGiorgio, President

Lisa W. Cornehl, Secretary

For Reference:

File #: 23-0033CJM
Policy #: 50140212-0008364e

Issued By:

Anchors Smith Grimsley, Professional Limited C ompany
909 Mar Walt Drive, Suite 1014
Fort Walton Beach, FL 32547

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EXCLUSIONS FROM COVERAGE

The following matters are excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
   i. the occupancy, use, or enjoyment of the Land;
   ii. the character, dimensions, or location of any improvement on the Land;
   iii. the subdivision of land; or
   iv. environmental remediation or protection.
   b. any governmental forfeiture, police, regulatory, or national security power.
   c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.
   Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.

2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.

3. Any defect, lien, encumbrance, adverse claim, or other matter:
   a. created, suffered, assumed, or agreed to by the Insured Claimant;
   b. not Known to the Company, not recorded in the Public Records at the Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   c. resulting in no loss or damage to the Insured Claimant;
   d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or
   e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.

4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:
   a. fraudulent conveyance or fraudulent transfer;
   b. voidable transfer under the Uniform Voidable Transactions Act; or
   c. preferential transfer:
      i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
      ii. for any other reason not stated in Covered Risk 9.b.

5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.

6. Any lien on the Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.

7. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

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CONDITIONS

1. DEFINITION OF TERMS

In this policy, the following terms have the meanings given to them below. Any defined term includes both the singular and the plural, as the context requires:

a. "Affiliate": An Entity:
   i. that is wholly owned by the Insured;
   ii. that wholly owns the Insured; or
   iii. if that Entity and the Insured are both wholly owned by the same person or entity.

b. "Amount of Insurance": The Amount of Insurance stated in Schedule A, as may be increased by Condition 8.d. or decreased by Condition 10 or 11; or increased or decreased by endorsements to this policy.

c. "Date of Policy": The Date of Policy stated in Schedule A.

d. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.

e. "Enforcement Notice": A document recorded in the Public Records that describes any part of the Land and:
   i. is issued by a governmental agency that identifies a violation or enforcement of a law, ordinance, permit, or governmental regulation;
   ii. is issued by a holder of the power of eminent domain or a governmental agency that identifies the exercise of a governmental power; or
   iii. asserts a right to enforce a PACA-PSA Trust.

f. "Entity": A corporation, partnership, trust, limited liability company, or other entity authorized by law to own title to real property in the State where the Land is located.

g. "Insured":
   i. (a). The Insured named in Item 1 of Schedule A;
      (b). the successor to the Title of an Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
      (c). the successor to the Title of an Insured resulting from dissolution, merger, consolidation, distribution, or reorganization;
      (d). the successor to the Title of an Insured resulting from its conversion to another kind of Entity; or
      (e). the grantee of an Insured under a deed or other instrument transferring the Title, if the grantee is:
         (1). an Affiliate;
         (2). a trustee or beneficiary of a trust created by a written instrument established for estate planning purposes by an Insured;
         (3). a spouse who receives the Title because of a dissolution of marriage;
         (4). a transferee by a transfer effective on the death of an Insured as authorized by law; or
         (5). another Insured named in Item 1 of Schedule A.
   ii. The Company reserves all rights and defenses as to any successor or grantee that the Company would have had against any predecessor Insured.

h. "Insured Claimant": An Insured claiming loss or damage arising under this policy.

i. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.

j. "Land": The land described in Item 4 of Schedule A and improvements located on that land at the Date of Policy that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is insured by this policy.

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k. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
l. "PACA-PSA Trust": A trust under the federal Perishable Agricultural Commodities Act or the federal Packers and Stockyards Act or a similar State or federal law.
m. "Public Records": The recording or filing system established under State statutes in effect at the Date of Policy under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
n. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
o. "Title": The estate or interest in the Land identified in Item 2 of Schedule A.
p. "Unmarketable Title": The Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or a lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF COVERAGE

This policy continues as of the Date of Policy in favor of an Insured, so long as the Insured:
a. retains an estate or interest in the Land;
b. owns an obligation secured by a purchase money Mortgage given by a purchaser from the Insured; or
c. has liability for warranties given by the Insured in any transfer or conveyance of the Insured's Title.

Except as provided in Condition 2, this policy terminates and ceases to have any further force or effect after the Insured conveys the Title. This policy does not continue in force or effect in favor of any person or entity that is not the Insured and acquires the Title or an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured must notify the Company promptly in writing if the Insured has Knowledge of:
a. any litigation or other matter for which the Company may be liable under this policy; or
b. any rejection of the Title as Unmarketable Title.

If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under this policy is reduced to the extent of the prejudice.

4. PROOF OF LOSS

The Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, adverse claim, or other matter insured against by this policy that constitutes the basis of loss or damage and must state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

a. Upon written request by the Insured and subject to the options contained in Condition 7, the Company, at its own cost and without unreasonable delay, will provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company has the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those covered causes of action. The Company is not liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of any cause of action that alleges matters not insured against by this policy.
b. The Company has the right, in addition to the options contained in Condition 7, at its own cost, to institute and prosecute any action or proceeding or to do any other act that, in its opinion, may be

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necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it is liable to the Insured. The Company's exercise of these rights is not an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under Condition 5.b., it must do so diligently.

c. When the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court having jurisdiction. The Company reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

a. When this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured will secure to the Company the right to prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose.

When requested by the Company, the Insured, at the Company's expense, must give the Company all reasonable aid in:

i. securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement; and

ii. any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter, as insured.

If the Company is prejudiced by any failure of the Insured to furnish the required cooperation, the Company's liability and obligations to the Insured under this policy terminate, including any obligation to defend, prosecute, or continue any litigation, regarding the matter requiring such cooperation.

b. The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos, whether bearing a date before or after the Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant must grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all the records in the custody or control of a third party that reasonably pertain to the loss or damage. No information designated in writing as confidential by the Insured Claimant provided to the Company pursuant to Condition 6 will be later disclosed to others unless, in the reasonable judgment of the Company, disclosure is necessary in the administration of the claim or required by law. Any failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in Condition 6.b., unless prohibited by law, terminates any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company has the following additional options:

a. *To Pay or Tender Payment of the Amount of Insurance*

To pay or tender payment of the Amount of Insurance under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay. Upon the exercise by the Company of this option provided for in Condition 7.a., the Company's liability and obligations to the Insured under this policy terminate, including any obligation to defend, prosecute, or continue any litigation.

b. *To Pay or Otherwise Settle with Parties other than the Insured or with the Insured Claimant*

i. To pay or otherwise settle with parties other than the Insured for or in the name of the Insured Claimant. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

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ii. To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either option provided for in Condition 7.b., the Company's liability and obligations to the Insured under this policy for the claimed loss or damage terminate, including any obligation to defend, prosecute, or continue any litigation.

8. CONTRACT OF INDEMNITY; DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by an Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy. This policy is not an abstract of the Title, report of the condition of the Title, legal opinion, opinion of the Title, or other representation of the status of the Title. All claims asserted under this policy are based in contract and are restricted to the terms and provisions of this policy. The Company is not liable for any claim alleging negligence or negligent misrepresentation arising from or in connection with this policy or the determination of the insurability of the Title.

a. The extent of liability of the Company for loss or damage under this policy does not exceed the lesser of:
   i. the Amount of Insurance; or
   ii. the difference between the fair market value of the Title, as insured, and the fair market value of the Title subject to the matter insured against by this policy.

b. Except as provided in Condition 8.c. or 8.d., the fair market value of the Title in Condition 8.a.ii. is calculated using the date the Insured discovers the defect, lien, encumbrance, adverse claim, or other matter insured against by this policy.

c. If, at the Date of Policy, the Title to all of the Land is void by reason of a matter insured against by this policy, then the Insured Claimant may, by written notice given to the Company, elect to use the Date of Policy as the date for calculating the fair market value of the Title in Condition 8.a.ii.

d. If the Company pursues its rights under Condition 5.b. and is unsuccessful in establishing the Title, as insured:
   i. the Amount of Insurance will be increased by 15%; and
   ii. the Insured Claimant may, by written notice given to the Company, elect, as an alternative to the dates set forth in Condition 8.b. or, if it applies, 8.c., to use either the date the settlement, action, proceeding, or other act described in Condition 5.b. is concluded or the date the notice of claim required by Condition 3 is received by the Company as the date for calculating the fair market value of the Title in Condition 8.a.ii.

e. In addition to the extent of liability for loss or damage under Conditions 8.a. and 8.d., the Company will also pay the costs, attorneys' fees, and expenses incurred in accordance with Conditions 5 and 7.

9. LIMITATION OF LIABILITY

a. The Company fully performs its obligations and is not liable for any loss or damage caused to the Insured if the Company accomplishes any of the following in a reasonable manner:
   i. removes the alleged defect, lien, encumbrance, adverse claim, or other matter;
   ii. cures the lack of a right of access to and from the Land; or
   iii. cures the claim of Unmarketable Title,

   all as insured. The Company may do so by any method, including litigation and the completion of any appeals.

b. The Company is not liable for loss or damage arising out of any litigation, including litigation by the Company or with the Company's consent, until a State or federal court having jurisdiction makes a final, non-appealable determination adverse to the Title.

c. The Company is not liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

d. The Company is not liable for the content of the Transaction Identification Data, if any.

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10. REDUCTION OR TERMINATION OF INSURANCE
All payments under this policy, except payments made for costs, attorneys' fees, and expenses, reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE
The Amount of Insurance will be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after the Date of Policy and which is a charge or lien on the Title, and the amount so paid will be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS
When liability and the extent of loss or damage are determined in accordance with the Conditions, the Company will pay the loss or damage within 30 days.

13. COMPANY'S RECOVERY AND SUBROGATION RIGHTS UPON SETTLEMENT AND PAYMENT

a. If the Company settles and pays a claim under this policy, it is subrogated and entitled to the rights and remedies of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person, entity, or property to the fullest extent permitted by law, but limited to the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant must execute documents to transfer these rights and remedies to the Company. The Insured Claimant permits the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

b. If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company defers the exercise of its subrogation right until after the Insured Claimant fully recovers its loss.

c. The Company's subrogation right includes the Insured's rights to indemnity, guaranty, warranty, insurance policy, or bond, despite any provision in those instruments that addresses recovery or subrogation rights.

14. POLICY ENTIRE CONTRACT

a. This policy together with all endorsements, if any, issued by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy will be construed as a whole. This policy and any endorsement to this policy may be evidenced by electronic means authorized by law.

b. Any amendment of this policy must be by a written endorsement issued by the Company. To the extent any term or provision of an endorsement is inconsistent with any term or provision of this policy, the term or provision of the endorsement controls. Unless the endorsement expressly states, it does not:
   i. modify any prior endorsement,
   ii. extend the Date of Policy,
   iii. insure against loss or damage exceeding the Amount of Insurance, or
   iv. increase the Amount of Insurance.

15. SEVERABILITY
In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, this policy will be deemed not to include that provision or the part held to be invalid, but all other provisions will remain in full force and effect.

16. CHOICE OF LAW AND CHOICE OF FORUM

a. *Choice of Law*
The Company has underwritten the risks covered by this policy and determined the premium charged in reliance upon the State law affecting interests in real property and the State law applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the State where the Land is located.

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The State law of the State where the Land is located, or to the extent it controls, federal law, will determine the validity of claims against the Title and the interpretation and enforcement of the terms of this policy, without regard to conflicts of law principles to determine the applicable law.

b. *Choice of Forum*
Any litigation or other proceeding brought by the Insured against the Company must be filed only in a State or federal court having jurisdiction.

17. NOTICES
Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at: **First American Title Insurance Company, Attn: Claims National Intake Center, 5 First American Way, Santa Ana, California 92707. Phone: 888-632-1642 (claims.nic@firstam.com)**.

18. ARBITRATION

a. All claims and disputes arising out of or relating to this policy, including any service or other matter in connection with issuing this policy, any breach of a policy provision, or any other claim or dispute arising out of or relating to the transaction giving rise to this policy, may be submitted to binding arbitration only when agreed to by both the Company and the Insured. Arbitration must be conducted pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("ALTA Rules"). The ALTA Rules are available online at www.alta.org/arbitration. The ALTA Rules incorporate, as appropriate to a particular dispute, the Consumer Arbitration Rules and Commercial Arbitration Rules of the American Arbitration Association ("AAA Rules"). The AAA Rules are available online at www.adr.org.

b. *If there is a final judicial determination that a request for particular relief cannot be arbitrated in accordance with this Condition 18, then only that request for particular relief may be brought in court. All other requests for relief remain subject to this Condition 18.*

c. Fees will be allocated in accordance with the applicable AAA Rules. The results of arbitration will be binding upon the parties. The arbitrator may consider, but is not bound by, rulings in prior arbitrations involving different parties. The arbitrator is bound by rulings in prior arbitrations involving the same parties to the extent required by law. The arbitrator must issue a written decision sufficient to explain the findings and conclusions on which the award is based. Judgment upon the award rendered by the arbitrator may be entered in any State or federal court having jurisdiction.

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OKALOOSA COUNTY, FLORIDA
Recording Fee: $ 18.50
Documentary Stamps: $ 4357.50

E-RECORDED Instr. # 3623775
Okaloosa County, FL
O.R. Book 3675 Page 269
Date 5/16/2023 Time 12:05 PM

THIS INSTRUMENT PREPARED BY:
C. JEFFREY MCINNIS, Attorney at Law
ANCHORS SMITH GRIMSLEY, PLC
909 Mar Walt Drive, Suite 1014
Fort Walton Beach, Florida 32547
(850) 863-4064
File No. 23-0033CJM

STATE OF FLORIDA)
COUNTY OF OKALOOSA)

WARRANTY DEED

THIS WARRANTY DEED is made effective the 15th day of May, 2023, by **BEVERLYCOLE ENTERPRISES, LLC, a Florida limited liability company,** whose post office address for purposes hereof is 52 Chelsea Dr., Santa Rosa Beach, FL 32459, (hereinafter called "Grantor"), to **The City of Destin, Florida, a Florida municipal corporation,** whose post office address for purposes hereof is 4200 Indian Bayou Trail, Destin, FL 32541, (hereinafter called "Grantee):

WITNESSETH: That Grantor, for and in consideration of the sum of Ten and No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, and Grantees successors and assigns forever, all that certain land located in **Okaloosa County, State of Florida,** more particularly described as follows:

Lot 13, SKEETER SUBDIVISION, according to the plat thereof recorded in Plat Book 6, Page 10, of the Public Records of Okaloosa County, Florida.

PARCEL ID NO. 00-2S-22-2335-0000-0130

SUBJECT to covenants, restrictions, easements, reservations and other matters of record, if any now exist, which are not hereby reimposed.

TOGETHER WITH all and singular the rights, privileges, tenements, hereditaments, and appurtenances belonging or in anywise incident or appertaining thereto.

TO HAVE AND TO HOLD, the same unto the said Grantee in fee simple forever.

AND Grantor hereby covenants with Grantee that Grantor is lawfully seized of said land in fee simple; that Grantor has good right and lawful authority to sell and convey said land; that Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all

persons whomsoever and that said land is free of all encumbrances, except as otherwise stated herein and except taxes accruing subsequent to December 31, 2022.

IN WITNESS WHEREOF, Grantor has signed and sealed these presents effective for all purposes as of the day and year first above written.

Signed, sealed and delivered in our presence:

Witness #1: _____
(Witness Sign Above Line)
Printed Name: Jill Bryant

Witness #2: _____
(Witness Sign above Line)
Printed Name: Marsha Hayes

BEVERLYCOLE ENTERPRISES, LLC,
a Florida limited liability company

By: _____
Colleen E. Aki, Manager

STATE OF FLORIDA)
COUNTY OF OKALOOSA)

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online presence this 15th day of May, 2023, by Colleen E. Aki, in her capacity as Manager of BEVERLYCOLE ENTERPRISES, LLC, a Florida limited liability company on behalf of the Company who
[ ] is personally known to me or
[X] who produced Driver's License as identification and who did not take an oath.

_____
NOTARY PUBLIC

Notary Public State of Florida
Jill M Bryant
My Commission HH 332716
Expires 11/16/2026

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that, **BEVERLYCOLE ENTERPRISES, LLC, a Florida limited liability company,** party of the first part, for and in consideration of the sum of Ten Dollars, lawful money of the United States, to such party paid by **THE CITY OF DESTIN, Florida, a Florida municipal corporation**, party of the second part, the receipt and sufficiency whereof are hereby acknowledged, has granted, bargained, sold, transferred and delivered, and by these presents does grant, bargain, sell, transfer and deliver unto the said party of the second part, such party's personal representatives, heirs, successors and assigns, the following goods and chattels:

All built in furnishings, built in appliances, ceiling fans, light fixtures, attached wall-to-wall carpeting and flooring, on the real property more particularly described in Exhibit A, which items are being conveyed "AS IS" and in accordance with the terms and conditions of the Offer and Purchase Agreement by and between the parties hereto.

TO HAVE AND TO HOLD the same unto the said party of the second part, such party's personal representatives, heirs, successors and assigns forever.

And first party does for such party, and such party's personal representatives, heirs and assigns, covenant to and with the said party of the second part, such party's personal representatives, heirs, successors and assigns, that said party of the first part is the lawful owner of the said goods and chattels; that they are free from all encumbrances; that first party has good right to sell the same as aforesaid, and that first party will warrant and defend the sale of the said goods and chattels hereby made unto the said party of the second part, such party's personal representatives, heirs, successors and assigns, against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, said party of the first part has hereunto set such party's hand(s) and seal(s) effective as of the 15th day of May, 2023.

Signed, sealed and delivered in the presence of:

Witness 1 (Signature Above Line)

Print Name: Jill Bryant

Witness 2 (Signature Above Line)

Print Name: Marsha Hayes

BEVERLYCOLE ENTERPRISES, LLC,
a Florida limited liability company

By: _____
Colleen E. Aki, Manager

STATE OF FLORIDA)
COUNTY OF OKALOOSA)

The foregoing instrument was acknowledged before me by means of [✓] physical presence or [ ] online presence this 15th day of May, 2023, by Colleen E. Aki, in her capacity as Manager of BEVERLYCOLE ENTERPRISES, LLC, a Florida limited liability company on behalf of the Company who

[ ] is personally known to me or

[✓] who produced D.L. as identification and who did not take an oath.

Jill Bryant
NOTARY PUBLIC

Notary Public State of Florida
Jill M Bryant
My Commission HH 332716
Expires 11/16/2026

This Instrument prepared by:
C. Jeffrey McInnis, Attorney at Law
Anchors Smith Grimsley, P.L.C.
909 Mar Walt Drive, Suite 1014
Fort Walton Beach, FL 32547
jmcinnis@asglegal.com
File No. 23-0033cjm

EXHIBIT A

Parcel (ID# 00-2S-22-2335-0000-0130)

Lot 13, SKEETER SUBDIVISION, according to the plat thereof recorded in Plat Book 6, Page 10, of the Public Records of Okaloosa County, Florida.

Rec $
Doc $1,575.00

This instrument prepared by:
J. Jerome Miller
Miller & Ansley, P.A.
Attorneys at Law
Wildcat Plaza
415 Mountain Dr., Suite 3
Destin, Florida 32541

FOR RECORDING PURPOSES ONLY

WARRANTY DEED

THIS WARRANTY DEED, executed this 11th day of August, 2006, by ROBERT A. BONEZZI and PATRICIA L. BONEZZI, Husband and Wife, whose mailing address is 662 Harbor Boulevard, #310, Destin, Florida, 32541, hereafter called the Grantors, to THE CITY OF DESTIN, a Florida Municipal Corporation, whose mailing address is 4200 Two Trees Road, Destin, Florida 32541, hereafter called the Grantee.

(Wherever used herein the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH: For value received, Grantors convey to Grantee the following real property:

Lot 18, Block B, Sea Hills, Third Addition, according to the Plat thereof, recorded in Plat Book 5, Page 104 of the Public Records of Okaloosa County, Florida.
Parcel ID No. 00-2S-22-3083-000B-0180

Grantors hereby covenant with said Grantee that the Grantors are lawfully seized of said land in fee simple; that the Grantors have good right and lawful authority to sell and convey said land; that the Grantors hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, including but not limited to ad valorem taxes through December 31, 2005.

IN WITNESS WHEREOF, the said Grantors have signed and sealed these presents the day and year first written above.

WITNESS
Printed Name: Jill R. Graham

WITNESS
Printed Name: Michele D. Willingham

ROBERT A. BONEZZI

WITNESS
Printed Name: Jill R. Graham

WITNESS
Printed Name: Michele D Willingham

PATRICIA L. BONEZZI

Instr # 2354088 BK: 2728 PG:3110,Page 1 of 2
Recorded 08/15/2006 at 11:29 AM,
RECORDING: $10.50 RECORDING ARTICLE V: $8.00
DEED DOCSTAMPS: $1575.00

DEPUTY CLERK PDUNN
DON W. HOWARD,CLERK OF COURTS, OKALOOSA COUNTY, FL

STATE OF FLORIDA
COUNTY OF OKALOOSA

The foregoing instrument was acknowledged before me this 11th day of August, 2006, by ROBERT A. BONEZZI.

(Notarial Seal)



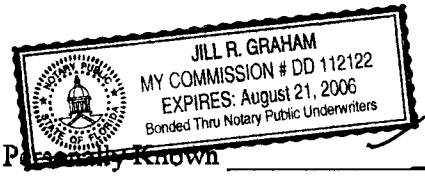
Notary Public-State of Florida
My Commission Expires: 8/21/06
Commission Number: DD112122

Personally Known _____ OR Produced Identification _____
Type of Identification Produced _____

STATE OF FLORIDA
COUNTY OF OKALOOSA

The foregoing instrument was acknowledged before me this 11th day of August, 2006, by PATRICIA L. BONEZZI.

(Notarial Seal)



Notary Public-State of Florida
My Commission Expires: 8/21/06
Commission Number: DD112122

Personally Known _____ OR Produced Identification _____
Type of Identification Produced _____

(850)689-5846
(850)651-7214
P.O. Box 1359 Crestview, Fl. 32536

786579

Transaction #: **786579**
Receipt #: **1160284**
Cashier Date: **8/15/2006**
11:29:25 AM (PDUNN)

Print Date:
8/15/2006 11:30:18 AM

Customer Information	Transaction Information	Payment Summary
(4207) MILLER & ANSLEY P A 415 MOUNTAIN DRIVE SUITE 3 DESTIN, FL 32541 Attention: atty title	DateReceived: 08/15/2006 Source Code: CRESTVIEW OVER THE COUNTER Q Code: CRESTVIEW MAIL Return Code: CRESTVIEW OVER THE COUNTER Trans Type: Recording Agent Ref Num:	Total Fees $1593.50 Total Payments $1593.50

1 Payments

P CHECK 891 $1593.50

1 Recorded Items

R (WD) WARRANTY DEED *BK/PG:* ***2728/3110*** *CFN:****2354088*** *Date:****8/15/2006*** ***11:29:24 AM*** *From: To:*

Recording @ 1st=$6 Addt'l=$4.50 ea.	2	$10.50
Indexing @ 1st 4 Names Free, Addt'l=$1 ea.	3	$0.00
Deed Doc Stamps @ $0.70 per $100	225000	$1575.00
Recording Fee - Art V	2	$8.00

0 Search Items

1 Miscellaneous Items

M (MISC) Misc COVER LETTER

FILE # 2361803 RCD: 09/13/2006 @ 10:30 AM, BK: 2735 PG: 1755 RECORDING: $6.00 RECORDING ARTICLE V: $4.00 DEPUTY CLERK PDUNN DON W. HOWARD, CLERK OF COURTS, OKALOOSA COUNTY FL

This instrument prepared by:
First National Bank and Trust
Connie L. Krebsbach, Loan Admin.
P. O. Drawer 1327
Fort Walton Beach, FL 32549-1327
Loan # 98590

COPY

MORTGAGE CANCELLATION

State of Florida
County of Okaloosa

The undersigned owners of a mortgage (and of the indebtedness secured thereby) made by **Robert A. Bonezzi and Patricia L. Bonezzi, Husband and Wife, Joint Tenants by the Entirety** to **First National Bank and Trust** for **$224,000.00** on the **31st** day of **March, A.D., 2005** and originally recorded in **OR BK 2606, PG 1270** and an Assignment of Rents recorded in **OR BK 2606, PG 1276** do hereby acknowledge that the said indebtedness has been paid and do hereby cancel the said mortgage.

FIRST NATIONAL BANK & TRUST

CORPORATE SEAL

By: _____
William E. Winston
Senior Vice President

State of Florida
County Of Okaloosa

Before the subscriber, duly commissioned, qualified and acting as Notary Public, in and for said State and County **William E. Winston** personally known to me to be the individual described by that name and who executed the foregoing instrument, and to be the **Senior Vice President** of First National Bank & Trust, a corporation, and being duly authorized by it, signed its name and affixed its seal to and executed the said instrument for it as its act and deed.

Given under my hand and official seal this 8th day of **September A.D., 2006.**

_____
NOTARY PUBLIC

CONNIE L. KREBSBACH
Notary Public - State of Florida
My Commission Expires Feb 26, 2008
Commission # DD 294306
Bonded By National Notary Assn.

Notary Public - State of Florida
My Commission Expires Feb 26, 2008
Commission # DD 294306
Bonded By National Notary Assn.

OWNERS' AFFIDAVIT

STATE OF FLORIDA
COUNTY OF OKALOOSA

BEFORE ME, the undersigned notary public, personally appeared, ROBERT A. BONEZZI and PATRICIA L. BONEZZI, Husband and Wife, who, having been first duly sworn according to law, depose and say:

1. We have personal knowledge of all matters set forth in this Affidavit.

2. ROBERT A. BONEZZI and PATRICIA L. BONEZZI (hereafter referred to as the "Owners") are the owners of the fee simple title to certain real property (hereafter referred to as the "Property") situated in Okaloosa County, Florida (subject only to those matters set forth in Schedule B of the Title Insurance Commitment which is attached hereto and incorporated by reference as Exhibit "A") more particularly described as follows:

Lot 18, Block B, Sea Hills, Third Addition, according to the Plat thereof, recorded in Plat Book 5, Page 104 of the Public Records of Okaloosa County, Florida.
Parcel ID No. 00-2S-22-3083-000B-0180

TO THE BEST OF OWNERS' KNOWLEDGE AND BELIEF:

3. Owners' title to and possession and enjoyment of the Property has been open, notorious, peaceable and undisturbed.

4. Neither the Owners' title to nor possession of the Property has ever been disputed or questioned nor are the Owners aware of any facts by reason of which the title to, or possession of, the Property or any part of it or any personal property located on it might be disputed or questioned or by reason of which any claim to the Property or any portion of it or any personal property located on it might be adversely asserted.

5. No person or entity, other than the Owners, claim or are presently entitled to the right to possession or are in possession of the Property and there are no tenancies, leases or other occupancies that affect the Property.

6. There are no disputes concerning the location of the boundary lines of the Property.

7. There are no existing contracts for sale of the Property other than the contract being closed or any unpaid or unsatisfied mortgages, claims of lien or other matters that constitute or could constitute a lien or encumbrance against the Property or any improvements on it or no part of it or against any personal property located on it, except as set forth in Schedule B of the Title Insurance Commitment.

8. No assessments, fines or liens against the Property have been made by any governmental instrumentality, which are unpaid. The Owners have fully reviewed Schedule B of the Title Insurance Commitment and hereby affirmatively state that any recorded easements shown therein are the only easements existing and affecting the Property.

9. There are no security agreements, financing statements, title retention contracts or personal property leases affecting any materials, fixtures, appliances, furnishings, equipment or other personal property placed on or installed in or on the Property or the improvements located on it.

10. There are no actions, proceedings, judgments, bankruptcies, liens, or executions recorded among the Public Records of Okaloosa County, Florida or any other county in Florida or pending against the Owners in the Courts of Okaloosa County, Florida or any other courts in the State of Florida or in the United States.

11. No improvements or repairs have been made to the Property during the ninety (90) day period immediately preceding the date of this Affidavit, and there are no unpaid bills of any nature, either for labor or materials used in making improvements or repairs on the Property, or for services of architects, surveyors or engineers incurred in connection with the Property. No "Notice of Commencement" has been recorded affecting the Property, there are no unrecorded mechanics' liens against the Property and the Owners have not received notice form any materialman, laborer, or subcontractor, pursuant to the provisions of Florida Statue Chapter 713.06, as most recently amended.

12. Subsequent to June 8, 2006, (effective date on binder), the Owners have not and the Owners hereby agree and represent that the Owners will not execute any instruments, do any act whatsoever or omit to take any action that in any way would or may affect the title to the Property, including but not limited to mortgaging or conveying the Property to any interest in it or causing any liens to be recorded against the Property or the Owners.

13. No part of the Property has been either damaged, taken by or is under cloud or eminent domain proceedings or otherwise threatened with any title proceedings.

14. There are no violations of Federal, State, County or Municipal ordinances or of rules and regulations of any other governmental authority having or asserting jurisdiction with respect to the Property (or to the present or normal use or operation thereof).

15. There have been no violations of the covenants, conditions or restrictions, if any, as listed on Schedule B-II of the Title Insurance Commitment and no violations thereof will result in a forfeiture or reversion of title. Notwithstanding the same, should any forfeiture or reversion occur, Owners will indemnify and hold harmless the City of Destin for any loss or damages resulting therefrom.

16. The Owners have knowledge of the past and present use of the Property, and to the best of the knowledge of Owners, no toxic or hazardous or radioactive wastes, toxic or

hazardous or radioactive chemicals, petroleum substances, asbestos, or urea formaldehyde are located on, under or anywhere proximate to the premises and that the state and/or federal environmental protection agencies have not identified any toxic waste site or other hazardous substances in the proximity of the premises nor have Owners received any notices from any governmental agency or authority with respect to storage or release of a contamination from hazardous or toxic materials onto the premises or in the proximity thereof.

17. All of the warranties and representations set forth in the Deed and all of the other documents executed in connection with this closing are fully true, correct and complete as of the date hereof.

18. The warranties and representations contained in this Affidavit shall survive the closing.

19. This Affidavit is made and given by the Owners with full knowledge of applicable Florida Laws regarding sworn affidavits and the penalties and liabilities resulting from false statements and misrepresentations therein.

20. Owners understand that the exact amount of real property taxes applicable to the subject property for the current year is unknown. Owners agree that they shall solely bear the cost of real property taxes applicable to the subject property. Owners further agree to indemnify, save and hold harmless the City of Destin and its Attorney as to such costs of real property taxes. to the Date of Closing.

21. This Affidavit is made and delivered for the purposes of inducing Attorneys' Title Insurance Fund, Inc. to insure title to the Property. This Affidavit is made well knowing that J. Jerome Miller and Miller & Ansley, P.A., Attorneys at Law, intend to and do in fact materially rely thereon. Accordingly, Affiants do jointly and severally agree to indemnify and hold harmless J. Jerome Miller and Miller & Ansley, P.A., Attorneys at Law, of and from any and all loss, costs, damages and expenses of every kind including attorneys fees, which said Title Company and Agent shall or may suffer or become liable for under the Owners or Loan Policy to be issued upon the Property, on account of reliance on the statements made herein, including but not limited to any matters that may be recorded between the effective date of the Commitment previous referred to be insured. Affiants further state that Affiants have read this affidavit and understand its substance and further understand that the same is signed under oath.

Dated this 11th day of August, 2006.

WITNESS
Printed Name: Jill R. Graham

WITNESS
Printed Name: Michele D Willingham

ROBERT A. BONEZZI

WITNESS
Printed Name: Jill R. Graham

WITNESS
Printed Name: Michele D Willingham

PATRICIA L. BONEZZI

STATE OF FLORIDA
COUNTY OF OKALOOSA

SWORN TO AND SUBSCRIBED before me this 11th day of Aguust, 2006, by ROBERT A. BONEZZI, who did take an oath.

(Notarial Seal) JILL R. GRAHAM MY COMMISSION # DD 112122 EXPIRES: August 21, 2006 Bonded Thru Notary Public Underwriters

Notary Public-State of Florida
My Commission Expires: 8/21/06
Commission Number: DD112122

Personally Known ✓ OR Produced Identification _____
Type of Identification Produced _____

STATE OF FLORIDA
COUNTY OF OKALOOSA

SWORN TO AND SUBSCRIBED before me this 11th day of August, 2006, by PATRICIA L. BONEZZI, who did take an oath.

(Notarial Seal) JILL R. GRAHAM MY COMMISSION # DD 112122 EXPIRES: August 21, 2006 Bonded Thru Notary Public Underwriters

Notary Public-State of Florida
My Commission Expires: 8/21/06
Commission Number: DD112122

Personally Known ✓ OR Produced Identification _____
Type of Identification Produced _____

BUYER CLOSING STATEMENT

BUYER: City of Destin, a Florida Municipal Corporation

SELLERS: Robert A. Bonezzi and Patricia L. Bonezzi

PROPERTY: 215 Beach Drive

DATE: August 11, 2006

	DEBIT	CREDIT
Purchase Price	$ 225,000.00	
Earnest Money Deposit		$ 5,000.00
Record General Warranty Deed	$ 18.50	
Title Insurance	$ 1200.00	
Record Release Documents	$ 20.00	
Title Review	$ 150.00	
Abstracting and Title Search	$ 95.00	
Survey	$ POC	
Phase I Environmental Audit	$ POC	
Termite Inspection	Waived by Buyer	
TOTAL:	$ 226,483.50	$ 5,000.00

TOTAL DUE BY BUYER
AT CLOSING: $ 221,483.50

ATTEST:

Dana L. S. Williams
Its: City Clerk

CITY OF DESTIN

Buyer
By: Gregory A. Kisela
Its: City Manager

Original

CONTRACT FOR SALE AND PURCHASE

PARTIES: ROBERT A. BONEZZI and PATRICIA L. BONEZZI, Husband and Wife ("Sellers"), and CITY OF DESTIN, ("Buyer") hereby agree that the Sellers shall sell and Buyer shall buy the following real property: ("Property") upon the following terms and conditions which INCLUDE the Standards for Real Estate Transactions attached ("Standards") and the Addendum to this instrument.

I. DESCRIPTION:

(a) Legal description of Property located in Okaloosa County, Florida

Lot 18, Block B, Sea Hills, Third Addition, according to the Plat thereof, recorded in Plat Book 5, Page 104, of the Public Records of Okaloosa County, Florida.
Parcel ID No. 00-2S-22-3083-000B-0180

(b) 215 Beach Drive, Destin, Florida, 32541

(c) All fixtures, machinery, appliances, equipment of every nature and kind whether now on the premises or hereafter placed or installed therein or thereon, appurtenant to the buildings erected or to be erected on the premises and intended for the use of occupants, shall be deemed a part of the realty as between Seller and Buyer, their successors and assigns.

II.	PURCHASE PRICE	$	225,000.00
	PAYMENT:		
(a)	Earnest Money Deposit(s) to be held in escrow, by J. Jerome Miller, Attorney at Law, in the amount of	$	5,000.00
(b)	Balance to close (U.S. cash, LOCALLY DRAWN certified or cashier's check), subject to adjustments and prorations	$	220,000.00

III. TIME FOR ACCEPTANCE, EFFECTIVE DATE:

If this offer is not executed by and delivered to all parties OR FACT OF EXECUTION communicated in writing between the parties on or before 5 PM CST, June 12, 2006, the deposit will, at Buyer's option, be returned to Buyer and the offer withdrawn. The date of this Contract

("Effective Date") will be the date when the last one of the Buyer and the Seller has signed this offer.

IV. TITLE EVIDENCE:

At least 20 days before closing date, Buyer shall, at Buyer's expense, obtain, in accordance with Standard A, title insurance commitment, issued by J. Jerome Miller, Attorney at Law, as title insurance agent.

V. CLOSING DATE:

This transaction shall be closed and the deed and other closing papers delivered on or before August 31, 2006, ~~unless extended by other provisions of Contract.~~

VI. RESTRICTIONS; EASEMENTS; LIMITATIONS:

Buyer shall take title subject to zoning, restrictions, prohibitions and other requirements imposed by governmental authority; public utility easements of record; provided, that there exists at closing no violation of the foregoing and none of them prevents use of Real Property for public purpose(s).

VII. OCCUPANCY:

Sellers warrant that at the time of closing there will be no parties in occupancy other than Sellers. Sellers agree to deliver occupancy of Property at time of closing. If occupancy is to be delivered before closing, Buyer assumes all risk of loss to Property from date of occupancy, shall be responsible and liable for maintenance from that date, and shall be deemed to have accepted Property in its existing condition as of time of taking occupancy unless otherwise stated herein or in a separate writing.

VIII. TYPEWRITTEN OR HANDWRITTEN PROVISIONS:

Typewritten or handwritten provisions shall control all printed provisions of Contract in conflict with them.

IX. ASSIGNABILITY:

Buyer may not assign Contract.

X. APPROVAL BY BUYER'S CITY COUNCIL:

For the purposes of binding the parties to this contract, the Sellers shall be bound upon their execution of this contract and the Buyer shall be bound upon approval of the City of Destin City Council. The City of Destin in its dealings regarding this prospective purchase is utilizing Section 166.045, Florida Statutes, and for all purposes herein this contract for sale and purchase

is an option contract. This option contract will be submitted to the City Council for its approval or rejection at a public meeting after 30 days' public notice. In the event the City Council rejects the contract or the city council has not voted to approve the contract by August 7, 2006, the parties are both discharged from their responsibilities hereunder and the earnest money deposit will be returned to Buyer and the Buyer and Sellers shall be released each from further responsibility under this contract. Nothing herein shall affect the authority of the City Council to decline to approve and withdraw from this contract pursuant to the provisions of Section 1 of this Addendum above and Section 166.045, Florida Statutes.

XI. ENVIRONMENTAL REPRESENTATIONS AND INSPECTIONS:

Seller hereby represents and warrants to Buyer (the "Representations") as follows: (1) the property and all uses of the property have been, and presently are in compliance with federal, state, and local environmental laws; (2) no hazardous substances have been generated, stored, or transferred on the property except as specifically disclosed to Buyer or permitted under environmental law; (3) Seller has no knowledge of any spill or environmental law violation on any property contiguous to or in the vicinity of the property to be sold to Buyer; (4) Seller has not received or otherwise obtained knowledge of any spill or contamination on the property, any existing or threatened environmental lien against the property, or any lawsuit, proceeding, or investigation regarding the handling of hazardous substances on the property; and (5) Seller has all permits necessary for any activity and operations currently being conducted on the property and such permits are in full force and effect.

For a period of 45 days (the "Inspection Period") from the date of this Agreement, Buyer shall have the right to come upon the property at reasonable times with Buyer's agents, employees, and other consultants and personnel, to inspect and conduct testing on the property to determine whether the Representations are true and correct. Further, during the Inspection Period, Buyer shall have the right to make other investigations of regulatory authorities, past uses of the property, and such other investigations as are deemed necessary to establish whether the Representations are true and correct.

If during the Inspection Period, Buyer determines that any of the representations are not true and correct, Buyer may terminate this contract by giving Seller written notice thereof by delivering notice to Seller before expiration of the Inspection Period in accordance with the terms and provisions for delivery of notice as set forth herein. Upon proper termination of the agreement, Buyer will be entitled to a complete refund of any deposits paid hereunder, and upon refund and payment to Buyer of such deposits, the parties hereto will have no further liability hereunder.

XII. ~~LEAD BASED PAINT WARNING STATEMENT.~~

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities,

reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The Sellers of any interest in residential real property are required to provide the Buyer with any information on lead-based paint hazards from risk assessments or inspection in the Sellers' possession and notify the Buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure (INITIAL)

_____ **(a)** Presence of lead-based paint or lead-based paint hazards (CHECK ONE BELOW):

_____ Known lead-based paint or lead-based paint hazards are present in the housing.

_____ Sellers have no knowledge of lead-based paint or lead-based paint hazards in the housing.

_____ **(b)** Records and reports available to the Seller (CHECK ONE BELOW):

_____ Sellers have provided the Buyer with all available records and reports pertaining to lead-based paint or lead-based paint hazards in the housing. List documents:

_____ Sellers have no reports or records pertaining to lead-based paint or lead-based paint hazards in the housing.

Buyer's Acknowledgement (INITIAL)

_____ **(c)** Buyer has received copies of all information listed above.

_____ **(d)** Buyer has received the pamphlet *Protect Your Family from Lead in Your Home.*

_____ **(e)** Buyer has (CHECK ONE BELOW):

_____ Received a 10-day opportunity (or other mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint or lead-based paint hazards; or

_____ Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint or lead-based paint hazards.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

SELLERS:

_____ _____

ROBERT A. BONEZZI DATE

_____ _____

PATRICIA L. BONEZZI DATE

BUYER:
CITY OF DESTIN, FLORIDA

By: _____ DATE
Its: _____

Any person or persons who knowingly violate the provisions of the Residential Lead-Based Paint Hazard Reduction Act of 1992 may be subject to civil and criminal penalties and potential triple damages in a private civil lawsuit.

XIII. NON APPROPRIATION:

In the event sufficient funds shall not be appropriated for the payment required to be paid at closing, and if Buyer has no funds legally available for payment at closing from other sources, the Buyer may terminate this Contract, the earnest money deposit and all accrued interest shall be paid to Sellers, and neither party shall thereafter have any responsibility under the Contract.

XIV. SOVEREIGN IMMUNITY

Nothing contained herein is intended to nor shall be construed to waive the Buyer's rights and immunities under the Florida Constitution, common law or Florida Statutes 768.28, as amended from time to time.

XV. VENUE

The parties intend that this Contract and the relationship of the parties shall be governed by the laws of the State of Florida. The venue for any action arising out of this contract shall be exclusively in Okaloosa County, Florida and nowhere else.

STANDARDS FOR REAL ESTATE TRANSACTIONS

A. EVIDENCE OF TITLE:

A "title insurance commitment" issued by a Florida licensed title insurer agreeing to issue to Buyer, upon recording of the deed to Buyer, an owner's policy of title insurance in the amount of the purchase price, insuring Buyer's title to Real Property, subject only to liens, encumbrances, exceptions, or qualification set forth in this Contract and those which shall be discharged by Sellers at or before closing. Sellers shall convey a marketable title subject only to liens, encumbrances, exceptions or qualifications set forth in Contract. Marketable title shall be determined according to applicable Title Standards adopted by authority of the Florida Bar and in accordance with law. Buyer shall have 30 days, if abstract, or 5 days if title commitment, from date of receiving evidence of title to examine it. If title is found defective, Buyer shall, within 3 days, notify Sellers in writing specifying defect(s). If the defect(s) render title unmarketable, Sellers will have 120 days from receipt of notice within which to remove the defect(s), failing

which Buyer shall have the option of either accepting the title as it then is or demanding a refund of deposit(s) paid which shall immediately be returned to Buyer; thereupon, Buyer and Sellers shall release one another of all further obligations under the Contract. Sellers will, if title is found unmarketable, use diligent effort to correct defect(s) in title within the time provided therefor, including the bringing of necessary suits.

B. SURVEY:

Buyer, at Buyer's expense, within time allowed to deliver evidence of title and to examine same, may have Real Property surveyed and certified by a registered Florida surveyor. If survey shows encroachment on Real Property or that improvements located on Real Property encroach on setback lines, easements, lands of others, or violate any restrictions, Contract covenants or applicable governmental regulation, the same shall constitute a title defect.

C. ~~TERMITES~~

~~Buyer~~, at Buyer's expense, within time allowed to deliver evidence of title and to examine same, may ~~have~~ Real Property inspected by a Florida Certified Pest Control Operator to determine if there is any visible active termite infestation or visible existing damage from termite infestation in the improvements. If either or both are found, Buyer will have 4 days from the date of written notice thereof within which to have all damages, whether visible or not, inspected and estimated by a licensed builder or general contractor. Sellers shall pay valid costs of treatment and repair up to 2% of purchase price. Should such costs exceed that amount, Buyer shall have the option of canceling the Contract within 5 days after receipt of Contractor's repair estimate by giving written notice to Sellers or Buyer may elect to proceed with the transaction, in which the Buyer shall receive a credit at closing of an amount equal to the total of the treatment and repair estimated not in excess of 2% of purchase price. "Termites" shall be deemed to include all wood ~~destroying organisms required to be reported under the Florida Pest~~ Control Act.

D. INGRESS AND EGRESS:

Sellers warrant and represent that there is ingress and egress to the Real Property sufficient for the intended use as described in Paragraph VII hereof, title to which is in accordance with Standard A.

E. LIENS:

Sellers shall furnish to Buyer at time of closing an affidavit attesting to the absence, unless otherwise provided for herein, of any financing statements, claims of lien or potential leiners known to Sellers and further attesting that there have been no improvements or repairs to Property for 90 days immediately preceding date of closing. If Property has been improved, or repaired within that time, Sellers shall deliver releases or waivers of mechanics' liens executed by all general contractors, subcontractors, suppliers, and materialmen in addition to Sellers' lien affidavit setting forth the names of all such general contractors, subcontractors, suppliers and materialmen and further affirming that all charges for improvements or repairs which could serve

as a basis for a mechanic's lien or a claim for damages have been paid or will be paid at closing of this Contract.

F. PLACE OF CLOSING:

Closing shall be held at the office of J. Jerome Miller, Attorney at Law, 415 Mountain Drive, Suite 3, Destin, Florida 32541.

G. TIME:

Time is of the essence of this Contract. Time periods herein of less than 6 days shall in the computation exclude Saturdays, Sundays and state or national legal holidays, and any time period provided for herein which shall end on Saturday, Sunday or legal holiday shall extend to 5:00 p.m. of the next business day.

H. DOCUMENTS FOR CLOSING:

Buyers shall furnish deed, bill of sale, mechanic's lien affidavit, construction lien affidavit, corrective instruments and closing statements.

I. EXPENSES:

Documentary stamps on the deed shall be paid by Sellers. Title insurance, commitment, and title insurance policy shall be issued by J. Jerome Miller, Attorney at Law, as title insurance agent. Recording fees on the deed, corrective instruments, abstracting, title review, title insurance commitment and title insurance policy shall be paid by Buyer.

J. PRORATIONS; CREDITS:

Taxes and assessments shall be prorated through day before closing. Cash at closing shall be increased or decreased as may be required by prorations. Taxes shall be prorated based on the current year's tax with due allowance made for maximum allowable discount and exemptions. A request will be made to the County Property Appraiser for an informal assessment taking into consideration available exemptions. Any tax proration based on an estimate may, at request of either Buyer or Sellers, be subsequently readjusted upon receipt of tax bill on condition that a statement to that effect is in the closing statement.

~~K. SPECIAL ASSESSMENT LIEN~~S:

~~Sellers~~ shall pay up to the sum of $5,000.00 total for any and all certified, confirmed and ratified special assessment ~~liens as of~~ date of closing (and not as of Effective Date) that are made by governmental bodies other than the City of ~~Destin~~. Pending liens as of date of closing shall be assumed by Buyer. If the improvement has been substantially ~~completed~~ as of Effective Date, such pending lien shall be considered certified, confirmed or ratified and Sellers ~~shall~~, at closing, ~~pay $5,000.00 or an amount equal to the last estimate of assessment for the improvement by the~~

public body (other than the City of Destin), whichever is less. In the event that the City of Destin shall levy any special assessment lien against the Property that is certified, confirmed and ratified, the purchase price shall be increased by an amount equal to all such lien amounts paid by Sellers. Pending liens by the City of Destin shall be assumed by Buyer.

L. INSPECTION, REPAIR, AND MAINTENANCE. Seller is selling Property as is.

Sellers warrant that, as of 30 days prior to closing, the ceiling, roof, (including the fascia and faucets) and exterior and interior walls do not have any VISIBLE EVIDENCE of leaks, water damage, or structural damage and that the septic tank, and all appliances, mechanical items, heating, cooling, electrical, plumbing systems and machinery are in WORKING CONDITION. Buyer may, at Buyer's expense, have inspections made of those items by a firm or individual specializing in inspection and holding an occupational license for such purpose (if required) or by an appropriately licensed Florida contractor. Buyer shall, prior to Buyer's occupancy or not less than 10 days prior to closing, whichever comes first, report in writing to Sellers such items that do not meet the above standards as to defects. Unless Buyer reports such defects within that time, Buyer shall be deemed to have waived Sellers' warranties as to defects not reported. Should Sellers disagree that an item fails to meet the above standards as to defects, Buyer and Sellers shall agree on another inspector or contractor, as the case may be, to evaluate the item in question as to the above standards as to defects. The cost of such evaluation shall be paid by Sellers. In the event the evaluation determines to the contrary that the item does not have any visible evidence of leaks, water damage, or structural damage or that the item is in working condition, then the item shall not be repaired or replaced at Sellers' expense. If repairs or replacements are required, Sellers shall cause such repairs to be made and shall pay up to 3% of the purchase price for such repairs or replacements as may be required in order to place such items in WORKING CONDITION. If the cost for such repairs or replacements exceeds 3% of purchase price, Buyer or Sellers may elect to pay such excess, failing which either party may cancel this Contract. If Sellers are unable to correct the defects prior to closing, the cost thereof shall be paid into escrow at closing. Sellers will, upon reasonable notice, provide utilities service and access to the Property for inspections, including a walk-through prior to closing. Between Effective Date and date of closing, except for repairs required by this Standard, Sellers shall maintain Property including, but not limited to, the lawn and shrubbery, in the condition herein warranted, ordinary wear and tear excepted.

M. RISK OF LOSS

If the property is damaged by fire or other casualty before closing, and cost of restoration does not exceed 3% of the assessed valuation of the Property so damaged, cost of restoration shall be an obligation of the Sellers and closing shall proceed pursuant to the terms of Contract with restoration costs escrowed at closing. If the cost of restoration exceeds 3% of the assessed valuation of the improvements so damaged, and insurance proceeds are payable to Sellers by virtue of such loss or damage, Buyer shall buy the property as is, together with an assignment of said insurance proceeds. In the event Sellers' deductible is more than 3% or there is a shortfall between the insurance proceeds paid and restoration cost, cost of restoration remains the

obligation of the Sellers and closing shall proceed pursuant to the terms of this Contract with the gap in deductible or insurance coverage shortfall for restoration costs escrowed at closing.

N. PROCEEDS OF SALE; CLOSING PROCEDURE:

The deed shall be recorded upon clearance of funds. If abstract, evidence of title shall be continued at Buyer's expense to show title in Buyer, without any encumbrances or change which would render Sellers' title unmarketable from the date of the last evidence, and the sale proceeds shall be paid to Sellers.

O. ESCROW:

Any escrow agent ("Agent") receiving funds or equivalent is authorized and agrees by acceptance of them to deposit them promptly, hold same in escrow and, subject to clearance disburse them in accordance with terms and conditions of Contract. Failure of clearance of funds shall not excuse Buyer's performance. If in doubt as to Agent's duties or liabilities under the provisions of Contract, Agent may, at Agent's option, continue to hold the subject matter of the escrow until the parties mutually agree to its disbursement or until a judgment of a court of competent jurisdiction shall determine the rights of the parties or Agent may deposit same with the clerk of the circuit court having jurisdiction of the dispute. Upon notifying all parties concerned of such action, all liability on the part of Agent shall fully terminate, except to the extent of accounting for any items previously delivered out of escrow. Any suit between Buyer and Sellers where agent is made a party because of acting as Agent hereunder, or in any suit wherein Agent interpleads the subject matter of the escrow, Agent shall recover reasonable attorney's fees and costs incurred with the fees and costs to be charged and assessed as court costs in favor of the prevailing party. Parties agree that Agent shall not be liable to any party or person for misdelivery to Buyer or Sellers of items subject to this escrow, unless such misdelivery is due to willful breach of Contract or gross negligence of Agent.

P. ATTORNEYS FEES; COSTS:

In any litigation arising out of this Contract, the prevailing party in such litigation shall be entitled to recover reasonable attorney's fees and costs.

Q. FAILURE OF PERFORMANCE

If Buyer fails to perform this Contract within the time specified, including payment of all deposit(s), and deposits agreed to be paid may be retained by or for the account of Sellers as agreed upon liquidated damages, consideration for the execution of this Contract and in full settlement of any claims; whereupon, Buyer and Sellers shall be relieved of all obligations under Contract; or Sellers, at Sellers' option, may proceed in equity to enforce Sellers' rights under this Contract. If, for any reason other than failure of Sellers to make Sellers' title marketable after diligent effort, Sellers fail, neglect or refuse to perform this Contract, the Buyer may seek specific performance or elect to receive the return of Buyer's deposit(s) without thereby waiving any action for damages resulting from Sellers' breach.

R. CONTRACT NOT RECORDABLE; PERSONS BOUND; NOTICE:

Neither this Contract nor any notice of it shall be recorded in any public records. This Contract shall bind and inure to the benefit of the parties and their successors in interest. Whenever the contract permits, singular shall include plural and one gender shall include all. Notice given by or to the attorney for any party shall be as effective as if given by or to that party.

S. CONVEYANCE:

Sellers shall convey title to Real Property by statutory warranty deed, subject only to matters contained in Paragraph VI and those otherwise accepted by Buyer. Personalty shall, at request of Buyer, be transferred by an absolute bill of sale with warranty of title, subject only to such maters as may be otherwise provided for herein.

T. OTHER AGREEMENTS:

No prior or present agreements or representations shall be binding upon Buyer or Sellers unless included in this Contract. No modification or change in this Contract shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

U. RADON GAS:

Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

V. WARRANTIES:

Sellers warrant that there are no facts known to Sellers materially affecting the value of the Real Property which are not readily observable by Buyer or which have not been disclosed to Buyer.

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT, IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

DATE: June 6, 2006

BUYER:
CITY OF DESTIN, FLORIDA

By: _____
Its: City Manager

WITNESS: _____
PRINTED NAME: Jill R. Graham

WITNESS: _____
PRINTED NAME: Michele D Willingham

DATE: June 6, 2006

SELLERS:

_____
ROBERT A. BONEZZI

_____
PATRICIA L. BONEZZI

WITNESS: _____
PRINTED NAME: Jill R. Graham

WITNESS: _____
PRINTED NAME: Michele D Willingham

MILLER & ANSLEY, P.A.
ATTORNEYS AT LAW
Wildcat Plaza
415 Mountain Drive, Suite 3
Destin, Florida 32541-2349
Telephone: (850) 837-3860 • *Facsimile:* (850) 837-6158
E-Mail: miller@destinlawfirm.com

J. Jerome Miller
Andrea D. Ansley

October 10, 2006

VIA HAND DELIVERY

City of Destin
Attention: City Clerk
4200 Two Trees Road
Destin, FL 32541

Re: Sale and Purchase of 215 Beach Drive

Dear Clerk:

Enclosed please find the following items regarding the above-referenced transaction:

1. Original Executed Buyer Closing Statement;
2. Copy of Warranty Deed from Robert A. Bonezzi and Patricia L. Bonezzi to the City of Destin, which has been recorded in Official Records Book 2728, Page 3110 on August 15, 2006, of the Public Records of Okaloosa County, Florida. *The original recorded deed was forwarded to you on August 29, 2006;*
3. Copy of Mortgage Cancellation which has been recorded in Official Records Book 2735, Page 1755 on September 13, 2006 of the Public Records of Okaloosa County, Florida;
4. Copy of executed Owner's Affidavit from Mr. and Mrs. Bonezzi; and
5. Original title insurance policy issued by Attorneys' Title Insurance Fund, Inc.

The original Title Commitment was forwarded to you on August 7, 2006.

If you have any questions, please do not hesitate to contact me.

Sincerely,

J. JEROME MILLER
Attorney at Law
JJM/scw
Enclosures: as stated above
CC: Greg Kisela (without attachments)

MILLER & ANSLEY, P.A.
ATTORNEYS AT LAW
Wildcat Plaza
415 Mountain Drive, Suite 3
Destin, Florida 32541-2349
Telephone: (850) 837-3860 • *Facsimile:* (850) 837-6158
E-Mail: miller@destinlawfirm.com

J. Jerome Miller
Andrea D. Ansley
Stephanie M. Ockunzzi

August 7, 2006

VIA HAND DELIVERY

City of Destin
Attn: Dana Williams
4200 Two Trees Road
Destin, FL 32541

Re: 215 Beach Drive Acquisition

Dear Dana:

Enclosed please find the Original Attorneys' Title Insurance Fund, Inc. Commitment #C-2928201 for the above-referenced real estate matter.

If you have any questions, please do not hesitate to contact me.

Sincerely,

J. JEROME MILLER
Attorney at Law

JJM/scw
Enclosure: as stated

COMMITMENT

to

INSURE TITLE

Attorneys' Title Insurance Fund, Inc.

ORLANDO, FLORIDA



For information about coverage or assistance in resolving complaints, call (407) 240-3863.

Offices at 6545 Corporate Centre Boulevard
Orlando, Florida 32822
(407) 240-3863 • (800) 336-3863

COMMITMENT

Attorneys' Title Insurance Fund, Inc.

ORLANDO, FLORIDA

Commitment To Insure Title

ATTORNEYS' TITLE INSURANCE FUND, INC., a Florida corporation, herein called THE FUND, for a valuable consideration, hereby commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest covered hereby in the land described or referred to in Schedule A; subject to the provisions of Schedules A and B and to the Conditions and Stipulations hereof.

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A hereof by THE FUND, either at the time of the issuance of this Commitment or by subsequent endorsement.

This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate six months after the effective date hereof or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of THE FUND.

In Witness Whereof, ATTORNEYS' TITLE INSURANCE FUND, INC. has caused this Commitment to be signed and sealed as of the effective date of Commitment shown in Schedule A, the Commitment to become valid when countersigned by an authorized signatory.

ATTORNEYS' TITLE INSURANCE FUND, INC. CORPORATE SEAL FLORIDA

Attorneys' Title Insurance Fund, Inc.

By Charles J. Kovaleski

Charles J. Kovaleski
President

SERIAL
C- 2928201

FUND COMMITMENT

Schedule A

Commitment No.: C-2928201 ***Fund File Number*** : 43-2006-779
Effective Date: June 8, 2006 ***at*** 8:00 AM ***Agent's File Reference:*** 06.0112

1. Policy or Policies to be issued: ***Proposed Amount of Insurance***

OWNER'S: ALTA Owner's Policy (10/17/92). (If other, specify.) $225,000.00

Proposed Insured:

City of Destin, Florida

MORTGAGEE:

2. The estate or interest in the land described or referred to in this commitment is a fee simple and title thereto is at the effective date hereof vested in:

Robert A. Bonezzi and Patricia L. Bonezzi

3. The land referred to in this commitment is described as follows:

Lot 18, Block B, Sea Hills, Third Addition, according to the map or plat thereof as recorded in Plat Book 5, Page(s) 104, Public Records of Okaloosa County, Florida.

AGENT NO.: 752100
ISSUED BY: J. Jerome Miller

MAILING ADDRESS:

415 Mountain Drive
Suite 3

Destin, FL 32541

AGENT'S SIGNATURE J. Jerome Miller

J. Jerome Miller

Rev.1.2

FUND COMMITMENT

Schedule B

Commitment No.: C-2928201 *Fund File Number* 43-2006-779
Agent's File Reference: 06.0112

I. The following are the requirements to be complied with:

1. Payment of the full consideration to, or for the account of, the grantors or mortgagors.

2. Instruments creating the estate or interest to be insured which must be executed, delivered and filed for record:

A. Warranty Deed from Robert A. Bonezzi and Patricia L. Bonezzi, husband and wife to the proposed insured purchaser(s).

3. A determination must be made that there are no unrecorded special assessment liens or unrecorded liens arising by virtue of ordinances, unrecorded agreements as to impact or other development fees, unpaid waste fees payable to the county or municipality, or unpaid service charges under Ch. 159, F. S., or county ordinance.

4. Affidavit to be executed by Robert A. Bonezzi and Patricia L. Bonezzi, husband and wife stating: 1) There are no matters pending against the affiant that could give rise to a lien that would attach to the property between June 8, 2006 and the recording of the interest to be insured. 2) That the affiant(s) have not and will not execute any instruments that would adversely affect the interest to be insured.

5. Closing funds are to be disbursed by or at the direction of the agent of The Fund identified at bottom of Schedule A.

6. A search commencing with the effective date of this commitment will be performed at or shortly prior to the closing of this transaction. If this search reveals a title defect or other objectionable matters, an endorsement will be issued requiring that this defect or objection be cleared on or before closing.

7. Agent is to record the insured instruments as soon as possible after closing.

8. Satisfaction of the mortgage from Robert A. Bonezzi and Patricia L. Bonezzi, husband and wife to First National Bank & Trust dated March 31, 2005, and recorded in O.R. Book 2606, Page 1270, Public Records of Okaloosa County, Florida.

9. Release or reassignment of the assignment of Rents, Leases, Profits, and Contracts recorded April 4, 2005, in O.R. Book 2606, Page 1276, Public Records of Okaloosa County, Florida.

II. Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of The Fund:

FUND COMMITMENT

Commitment No.: C-2928201 *Fund File Number* 43-2006-779

Agent's File Reference: 06.0112

1. ***Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this commitment.***

2. ***Any owner and mortgagee policies issued pursuant hereto will contain under Schedule B the standard exceptions set forth at the inside cover hereof unless an affidavit of possession and a satisfactory current survey are submitted, an inspection of the premises is made, it is determined the current year's taxes or special assessments have been paid, and it is determined there is nothing of record which would give rise to construction liens which could take priority over the interest(s) insured hereunder (where the liens would otherwise take priority, submission of waivers is necessary).***

3. ***Any owner policy issued pursuant hereto will contain under Schedule B the following exception: Any adverse ownership claim by the State of Florida by right of sovereignty to any portion of the lands insured hereunder, including submerged, filled and artificially exposed lands and lands accreted to such lands.***

4. Restrictions, conditions, reservations, easements, and other matters contained on the Plat of SEA HILLS THIRD ADDITION, according to the map or plat thereof as recorded in Plat Book 5, Page(s) 104, Public Records of Okaloosa County, Florida.

5. Covenants, conditions and restrictions recorded March 14, 1978, in O.R. Book 960, Page 669, Public Records of Okaloosa County, Florida.

6. Oil, gas, mineral, or other reservations as set forth in deed by Mattie Kelly Simms et al., recorded in O.R. Book 952, Page 44, Public Records of Okaloosa County, Florida. No determination has been made as to the current record owner for the interest excepted herein.

OWNER'S TITLE INSURANCE POLICY

Attorneys' Title Insurance Fund, Inc.

ORLANDO, FLORIDA

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, ATTORNEYS' TITLE INSURANCE FUND, INC., a Florida corporation, herein called The Fund, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land.

The Fund will also pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations.

In Witness Whereof, ATTORNEYS' TITLE INSURANCE FUND, INC. has caused this policy to be signed and sealed as of Date of Policy shown in Schedule A, the policy to become valid when countersigned by an authorized signatory.

ATTORNEYS' TITLE INSURANCE FUND, INC. CORPORATE SEAL FLORIDA

Attorneys' Title Insurance Fund, Inc.

By

Charles J. Kovaleski
President

SERIAL

OPM - 2815634

the loss or damage shall be payable within 30 days thereafter.

13. Subrogation Upon Payment or Settlement

(a) **The Fund's Right of Subrogation.**

Whenever The Fund shall have settled and paid a claim under this policy, all right of subrogation shall vest in The Fund unaffected by any act of the insured claimant.

The Fund shall be subrogated to and be entitled to all rights and remedies which the insured claimant would have had against any person or property in respect to the claim had this policy not been issued. If requested by The Fund, the insured claimant shall transfer to The Fund all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The insured claimant shall permit The Fund to sue, compromise or settle in the name of the insured claimant and to use the name of the insured claimant in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the insured claimant, The Fund shall be subrogated to these rights and remedies in the proportion which The Fund's payment bears to the whole amount of the loss.

If loss should result from any act of the insured claimant, as stated above, that act shall not void this policy, but The Fund, in that event, shall be required to pay only that part of any losses insured against by this policy which shall exceed the amount, if any, lost to The Fund by reason of the impairment by the insured claimant of The Fund's right of subrogation.

(b) **The Fund's Rights Against Non-insured Obligors.**

The Fund's right of subrogation against non-insured obligors shall exist and shall include, without limitation, the rights of the insured to indemnities, guaranties, other policies of insurance or bonds, notwithstanding any terms or conditions contained in those instruments which provide for subrogation rights by reason of this policy.

14 Arbitration

Unless prohibited by applicable law, arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association may be demanded if agreed to by both The Fund and the insured. Arbitrable matters may include, but are not limited to, any controversy or claim between The Fund and the insured arising out of or relating to this policy, and service of The Fund in connection with its issuance or the breach of a policy provision or other obligation. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from The Fund upon request.

15. Liability Limited to this Policy; Policy Entire Contract

(a) This policy together with all endorsements, if any, attached hereto by The Fund is the entire policy and contract between the insured and The Fund. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the title to the estate or interest covered hereby or by any action asserting such claim, shall be restricted to this policy.

(c) No amendment of or endorsement to this policy can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, or Agent of The Fund.

16. Severability

In the event any provision of the policy is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision and all other provisions shall remain in full force and effect.

17. Notices, Where Sent

All notices required to be given The Fund and any statement in writing required to be furnished The Fund shall include the number of this policy and shall be addressed to The Fund at its principal office at Post Office Box 628600, Orlando, Florida 32862-8600.

OWNER'S
TITLE INSURANCE
POLICY

Attorneys'
Title Insurance Fund,
Inc.

ORLANDO, FLORIDA



For information about coverage or assistance in resolving complaints, call 407-240-3863.

Offices at
6545 Corporate Centre Boulevard
Orlando, FL 32822
(407) 240-3863 • (800) 336-3863

FUND OWNER'S POLICY

Schedule A

Policy No.: OPM-2815634
Effective Date: August 15, 2006 *at* 11:29 AM

Fund File Number 43-2006-779
Agent's File Reference: 06.0112

Amount of Insurance: $225,000.00

1. *Name of Insured:*

   The City of Destin, a Florida Municipal Corporation

2. *The estate or interest in the land described herein and which is covered by this policy is a fee simple and is at the effective date hereof vested in the named insured as shown by instrument recorded in O.R. Book* 2728, *Page* 3110, *of the Public Records of* Okaloosa *County, Florida.*

3. *The land referred to in this policy is described as follows:*

   Lot 18, Block B, Sea Hills, Third Addition, according to the map or plat thereof as recorded in Plat Book 5, Page(s) 104, Public Records of Okaloosa County, Florida.

AGENT NO.: 752100
ISSUED BY: J. Jerome Miller

MAILING ADDRESS:

415 Mountain Drive
Suite 3
Destin, FL 32541

AGENT'S SIGNATURE J. Jerome Miller

Rev.1.0

FUND OWNER'S POLICY

Schedule B

Policy No.: OPM-2815634 *Fund File Number* 43-2006-779

Agent's File Reference: 06.0112

This policy does not insure against loss or damage by reason of the following exceptions:

1. Taxes for the year of the effective date of this policy and taxes or special assessments which are not shown as existing liens by the public records.

2. Rights or claims of parties in possession not shown by the public records.

3. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the premises.

4. Easements or claims of easements not shown by the public records.

5. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

6. Any adverse ownership claim by the State of Florida by right of sovereignty to any portion of the lands insured hereunder, including submerged, filled and artificially exposed lands, and lands accreted to such lands.

Items 2 and 5-6 are hereby deleted.

7. Restrictions, conditions, reservations, easements, and other matters contained on the Plat of SEA HILLS THIRD ADDITION, according to the map or plat thereof as recorded in Plat Book 5, Page(s) 104, Public Records of Okaloosa County, Florida.

8. Covenants, conditions and restrictions recorded March 14, 1978, in O.R. Book 960, Page 669, Public Records of Okaloosa County, Florida.

9. Oil, gas, mineral, or other reservations as set forth in deed by Mattie Kelly Simms et al., recorded in O.R. Book 952, Page 44, Public Records of Okaloosa County, Florida. No determination has been made as to the current record owner for the interest excepted herein.



Attorneys' Title Insurance Fund, Inc.
Privacy Policy Notice

PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of Attorneys' Title Insurance Fund, Inc.

1. *INFORMATION WE COLLECT:*

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you, such as on applications or other forms.
- Information about your transactions we secure from our files, or from our affiliates or others.
- Information we may receive from a consumer reporting agency.
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

2. *INFORMATION WE DISCLOSE TO THIRD PARTIES AS PERMITTED BY LAW:*

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

3. *OUR PRACTICES REGARDING INFORMATION CONFIDENTIALITY AND SECURITY:*

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

OMB NO. 2502-0265

A.

U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT

SETTLEMENT STATEMENT

B. TYPE OF LOAN:
1. ☐ FHA 2. ☐ FmHA 3. ☒ CONV. UNINS. 4. ☐ VA 5. ☐ CONV. INS.

6. FILE NUMBER: JWG-2005-AP-539
7. LOAN NUMBER: 98590
8. MORTGAGE INS CASE NUMBER:

C. NOTE: *This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "[POC]" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.*

1.0 3/98 (JWG-2005-AP-539.PFD/JWG-2005-AP-539/8)

D. NAME AND ADDRESS OF BUYER:	E. NAME AND ADDRESS OF SELLER:	F. NAME AND ADDRESS OF LENDER:
ROBERT A. BONEZZI PATRICIA L. BONEZZI 662 Harbor Blvd Unit 310 Destin, FL 32541	MICHAEL D. GROSE 1699 W HIGHWAY 98 APT 304 MARY ESTHER, FL 32569	FIRST NATIONAL BANK & TRUST 29 EGLIN PARKWAY FORT WALTON BEACH, FL 32548

G. PROPERTY LOCATION:	H. SETTLEMENT AGENT:	I. SETTLEMENT DATE:
215 BEACH DRIVE DESTIN, FL 32541 OKALOOSA County, Florida LOT 18, BLOCK B, SEA HILLS, THIRD ADDITION, PLAT BOOK 5 PAGE 104, OKALOOSA CO., FL	JAMES W. GRIMSLEY PLACE OF SETTLEMENT 25 WALTER MARTIN ROAD , NE FORT WALTON BEACH, FL 32548	March 31, 2005

J. SUMMARY OF BUYER'S TRANSACTION

100. GROSS AMOUNT DUE FROM BUYER:		
101. Contract Sales Price		219,000.00
102. Personal Property		
103. Settlement Charges to Buyer (Line 1400)		6,242.50
104.		
105.		
Adjustments For Items Paid By Seller in advance		
106. City/Town Taxes	to	
107. County Taxes	to	
108. Assessments	to	
109.		
110.		
111.		
112.		
120. GROSS AMOUNT DUE FROM BUYER		225,242.50
200. AMOUNTS PAID BY OR IN BEHALF OF BUYER:		
201. Deposit/earnest money $4,142.32 RETURNED		857.68
202. Principal Amount of New Loan(s)		224,000.00
203. Existing loan(s) taken subject to		
204.		
205.		
206.		
207.		
208.		
209.		
Adjustments For Items Unpaid By Seller		
210. City/Town Taxes	to	
211. County Taxes 01/01/05	to 03/31/05	384.82
212. Assessments	to	
213.		
214.		
215.		
216.		
217.		
218.		
219.		
220. TOTAL PAID BY/FOR BUYER		225,242.50
300. CASH AT SETTLEMENT FROM/TO BUYER:		
301. Gross Amount Due From Buyer (Line 120)		225,242.50
302. Less Amount Paid By/For Buyer (Line 220)		(225,242.50)
303. CASH (FROM) (TO) BUYER		0.00

K. SUMMARY OF SELLER'S TRANSACTION

400. GROSS AMOUNT DUE TO SELLER:		
401. Contract Sales Price		219,000.00
402. Personal Property		
403.		
404.		
405.		
Adjustments For Items Paid By Seller in advance		
406. City/Town Taxes	to	
407. County Taxes	to	
408. Assessments	to	
409.		
410.		
411.		
412.		
420. GROSS AMOUNT DUE TO SELLER		219,000.00
500. REDUCTIONS IN AMOUNT DUE TO SELLER:		
501. Excess Deposit (See Instructions)		
502. Settlement Charges to Seller (Line 1400)		10,970.00
503. Existing loan(s) taken subject to		
504. Payoff of first Mortgage to Primwest Mortgage Corp		13,001.84
505. Payoff of second Mortgage to Destin Bank		22,191.77
506.		
507. (Deposit disb. as proceeds)		
508.		
509.		
Adjustments For Items Unpaid By Seller		
510. City/Town Taxes	to	
511. County Taxes 01/01/05	to 03/31/05	384.82
512. Assessments	to	
513.		
514.		
515.		
516.		
517.		
518.		
519.		
520. TOTAL REDUCTION AMOUNT DUE SELLER		46,548.43
600. CASH AT SETTLEMENT TO/FROM SELLER:		
601. Gross Amount Due To Seller (Line 420)		219,000.00
602. Less Reductions Due Seller (Line 520)		(46,548.43
603. CASH (X TO) (FROM) SELLER		172,451.57

The undersigned hereby acknowledge receipt of a completed copy of pages 1&2 of this statement & any attachments referred to herein.

I HAVE CAREFULLY REVIEWED THE HUD-1 SETTLEMENT STATEMENT AND TO THE BEST OF MY KNOWLEDGE AND BELIEF, IT IS A TRUE AND ACCURATE STATEMENT OF ALL RECEIPTS AND DISBURSEMENTS MADE ON MY ACCOUNT OR BY ME IN THIS TRANSACTION. I FURTHER CERTIFY THAT I HAVE RECEIVED A COPY OF THE HUD-1 SETTLEMENT STATEMENT.

Buyer

ROBERT A. BONEZZI

PATRICIA L. BONEZZI

Seller

MICHAEL D. GROSE

TO THE BEST OF MY KNOWLEDGE, THE HUD-1 SETTLEMENT STATEMENT WHICH I HAVE PREPARED IS A TRUE AND ACCURATE ACCOUNT OF THE FUNDS WHICH WERE RECEIVED AND HAVE BEEN OR WILL BE DISBURSED BY THE UNDERSIGNED AS PART OF THE SETTLEMENT OF THIS TRANSACTION.

JAMES W. GRIMSLEY
Settlement Agent

WARNING: IT IS A CRIME TO KNOWINGLY MAKE FALSE STATEMENTS TO THE UNITED STATES ON THIS OR ANY SIMILAR FORM. PENALTIES UPON CONVICTION CAN INCLUDE A FINE AND IMPRISONMENT. FOR DETAILS SEE: TITLE 18 U.S. CODE SECTION 1001 & SECTION 1010.

L. SETTLEMENT CHARGES

		PAID FROM BUYER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
700. TOTAL COMMISSION Based on Price	$ 219,000.00 @ 5.0000 % 10,950.00		
Division of Commission (line 700) as Follows:			
701. $ 10,950.00	to Real Estate Professionals of Destin, Inc.		
702. $	to		
703. Commission Paid at Settlement			10,950.00
704.	to		
800. ITEMS PAYABLE IN CONNECTION WITH LOAN			
801. Loan Origination Fee 0.5000 %	to FIRST NATIONAL BANK & TRUST	1,120.00	
802. Loan Discount %	to		
803. Appraisal Fee	to FIRST NATIONAL BANK & TRUST	400.00	
804. Credit Report	to		
805. Flood Certification Fee	to FIRST NATIONAL BANK & TRUST	16.00	
806. Mortgage Ins. App. Fee	to		
807. Assumption Fee	to		
808.			
809.			
810.			
811.			
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE			
901. Interest From to	@ $ /day (days %)		
902. Mortgage Insurance Premium for	months to		
903. Hazard Insurance Premium for 1.0	years to		
904.			
905.			
1000. RESERVES DEPOSITED WITH LENDER			
1001. Hazard Insurance	months @ $ per month		
1002. Mortgage Insurance	months @ $ per month		
1003. City/Town Taxes	months @ $ per month		
1004. County Taxes	months @ $ per month		
1005. Assessments	months @ $ per month		
1006.	months @ $ per month		
1007.	months @ $ per month		
1008.	months @ $ per month		
1100. TITLE CHARGES			
1101. Settlement or Closing Fee	to JAMES W. GRIMSLEY		
1102. Abstract or Title Search	to TICOR TITLE INSURANCE COMPANY OF FLORIDA	85.00	
1103. Title Examination	to JAMES W. GRIMSLEY		
1104. Title Insurance Binder	to		
1105. Document Preparation	to		
1106. Notary Fees	to		
1107. Attorney's Fees	to		
(includes above item numbers:	)		
1108. Title Insurance	to TICOR TITLE INSURANCE COMPANY OF FLORIDA	1,220.00	
(includes above item numbers:	)		
1109. Lender's Coverage	$ 224,000.00 prom $1,195.00		
1110. Owner's Coverage	$ 219,000.00 sim $25.00		
1111. ALTA Form 6	to TICOR TITLE INSURANCE COMPANY OF FLORIDA	25.00	
1112. ALTA Form 8.1	to TICOR TITLE INSURANCE COMPANY OF FLORIDA	25.00	
1113. Florida Form 9	to TICOR TITLE INSURANCE COMPANY OF FLORIDA	122.00	
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES			
1201. Recording Fees: Deed $ 18.50; Mortgage $ 52.50;	Releases $ 20.00	71.00	20.00
1202. City/County Tax/Stamps: Deed	; Mortgage		
1203. State Tax/Stamps: Revenue Stamps	1,533.00; Revenue Stamps 784.00	2,317.00	
1204. Intangible Tax on Mortgage	to County Clerk of the Court	448.00	
1205. Record Assignment of Rents	to County Clerk of the Court	18.50	
1300. ADDITIONAL SETTLEMENT CHARGES			
1301. Survey	to W.W. Curle Land Surveying, Inc.	375.00	
1302. Pest Inspection	to		
1303.			
1304.			
1305.			
1400. TOTAL SETTLEMENT CHARGES (Enter on Lines 103, Section J and 502, Section K)		6,242.50	10,970.00

By signing page 1 of this statement, the signatories acknowledge receipt of a completed copy of page 2 of this two page statement.

JAMES W. GRIMSLEY
Settlement Agent

Certified to be a true copy.
A FACSIMILE SIGNED COPY HAS THE SAME LEGAL EFFICACY AND IMPORT AS THE ORIGINAL.

Prepared by:
Jennifer Helmich
Okaloosa Walton Title, Inc.
770 Industrial Drive
Crestview, Florida 32539

File Number: 06-0008

Instr # 2354617 BK: 2729 PG:300,Page 1 of 1
Recorded 08/16/2006 at 02:32 PM,
RECORDING: $6.00 RECORDING ARTICLE V: $4.00
DEED DOCSTAMPS: $0.70

DEPUTY CLERK PDUNN
DON W. HOWARD,CLERK OF COURTS, OKALOOSA COUNTY, FL

Corrective Warranty Deed

Made this August 11, 2006 A.D. By **Robert A. Glaze and Sharon M. Glaze, husband and wife,** whose address is: 2953 Pine Valley Drive, Destin, FL 32550 , hereinafter called the grantor, to **Rather Be Diving, L.L.C., a Florida Limited Liability Company,** whose address is: 4502 Bellbuoy Landing, Destin, Florida 32541 hereinafter called the "grantee":

(Whenever used herein the term "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth, that the grantor, for and in consideration of the sum of Ten Dollars, ($10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Okaloosa County, Florida, viz:

Lot 17, Block B, Sea Hills Third Addition, according to the plat thereof as recorded in Plat Book 5, Page(s) 104, of the Public Records Of Okaloosa County, Florida.

Said property is not the homestead of the Grantor(s) under the laws and constitution of the State of Florida in that neither Grantor(s) or any members of the household of Grantor(s) reside thereon.

Parcel ID Number: **00-2S-22-30830-00B-0170**

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31, 2005.

This Corrective Warranty Deed is given for the express purpose or correcting due to the legal description being inadvertently left off of the Quit Claim Deed recorded in O.R. Book 2534, Page 4197 in the Public Records of Okaloosa County.

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

Witness Printed Name Keerin M. Helmich

Witness Printed Name Jennifer AM Helmich

Robert A. Glaze

State of Florida
County of Okaloosa

The foregoing instrument was acknowledged before me this August 11, 2006, by Robert A. Glaze, a married man, who is/are personally known to me or who has produced FLD as identification.

JENNIFER A.M. HELMICH
Comm# DD0430615
Expires 12/14/2007
Bonded thru (800)432-4254
Florida Notary Assn., Inc

Notary Public
Print Name:

My Commission Expires:

Witness Printed Name Judy Price

Witness Printed Name Deborah Atwell

Sharon M. Glaze

State of Florida
County of Walton

The foregoing instrument was acknowledged before me this August 11, 2006, by Sharon M. Glaze, a married woman, who is/are personally known to me or who has produced personally known as identification.

DEBORAH ATWELL MCCOART
MY COMMISSION # DD 481760
EXPIRES: November 15, 2009
Bonded Thru Notary Public Underwriters

Notary Public
Print Name:

My Commission Expires:

DEED Individual Warranty Deed - Legal on Face
Closers' Choice

OWT

Prepared by and Return to:
Jennifer Helmich
Okaloosa Walton Title, Inc.
770 Industrial Drive
Crestview, Florida 32539

File Number: 06-0008

Instr # 2354618 BK: 2729 PG:301,Page 1 of 1
Recorded 08/16/2006 at 02:32 PM,
RECORDING: $6.00 RECORDING ARTICLE V: $4.00
DEED DOCSTAMPS: $1585.50

DEPUTY CLERK PDUNN
DON W. HOWARD,CLERK OF COURTS, OKALOOSA COUNTY, FL

General Warranty Deed

Made this August 11, 2006 A.D. By **Rather Be Diving, L.L.C., a Florida Limited Liability Company**, whose address is: 4502 Bellbuoy Landing, Destin, Florida 32541, hereinafter called the grantor, to **The City of Destin, a municipality in Okaloosa County, Florida**, whose address is: P.O. Box 399, Destin, Florida 32540, hereinafter called the grantee:

(Whenever used herein the term "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth, that the grantor, for and in consideration of the sum of Ten Dollars, ($10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Okaloosa County, Florida, viz:

LOT 17, BLOCK B, SEA HILLS THIRD ADDITION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE(S) 104, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.

Said property is not the homestead of the Grantor(s) under the laws and constitution of the State of Florida in that neither Grantor(s) or any members of the household of Grantor(s) reside thereon.

Parcel ID Number: 00-2S-22-30830-00B-0170

This conveyance is made subject to Oil, Gas, Mineral, or other reservations as set forth in Deed recorded in O.R. Book 952, Page 44, Public Records of Okaloosa County, Florida.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances.

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

Witness Printed Name Kevin M. Helmich

Witness Printed Name Jennifer AM Helmich

Witness Printed Name Kevin M. Helmich

Witness Printed Name Jennifer AM Helmich

Rather Be Diving, L.L.C., a Florida Limited Liability Company

By: Bradley S. Smith
Its: Managing Member

By: Robert A. Glaze, Jr.
Its: Managing Member

State of Florida
County of Okaloosa

The foregoing instrument was acknowledged before me this August 11, 2006, by Bradley S. Smith and Robert A. Glaze, Jr., as Managing Members of Rather Be Diving, L.L.C., a Florida Limited Liability Company, who are personally known to me or who have produced PL ID as identification.

JENNIFER A.M. HELMICH
Comm# DD0436815
Expires 12/14/2007
Bonded thru (800)432-4254
Florida Notary Assn., Inc

Notary Public
Print Name:

My Commission Expires:

A. **U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT**
SETTLEMENT STATEMENT

Okaloosa Walton Title, Inc.
770 Industrial Drive
Crestview, Florida 32539
850-682-7900 fax: 850-682-7665

B. TYPE OF LOAN

1. ☐ FHA 2. ☐ FMHA 3. ☐ CONV. UNINS.
4. ☐ VA 5. ☐ CONV. INS.

6. File Number: 06-0008 7. Loan Number:
8. Mortgage Ins. Case No.:

COPY

C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked (p.o.c.) were paid outside the closing. They are shown here for informational purposes and are not included in the totals.

D. Borrower:	The City of Destin, a municipality in Okaloosa County, Florida P.O. Box 399 Destin, Florida 32540
E. Seller:	Rather Be Diving, L.L.C., a Florida Limited Liability Company 4502 Bellbuoy Landing Destin, Florida 32541
F. Lender:	
G. Property:	217 Beach Drive Destin, Okaloosa County, Florida 32541 Lot 17, Block B Sea Hills 3rd Addition
H. Settlement Agent:	Okaloosa Walton Title, Inc.
Place of Settlement:	770 Industrial Drive, Crestview, Florida 32539 Okaloosa County
I. Settlement Date:	August 11, 2006

J. Summary of Borrower's Transaction		K. Summary of Seller's Transaction	
100. Gross Amount Due From Borrower:		**400. Gross Amount Due To Seller:**	
101. Contract Sales Price	226,500.00	401. Contract Sales Price	226,500.00
102. Personal Property		402. Personal Property	
103. Settlement Charges to Borrower (line 1400)	1,222.50	403.	
Adjustments for Items Paid by Seller in Advance:		**Adjustments for Items Paid by Seller in Advance:**	
106. City / Town Taxes		406. City / Town Taxes	
107. County / Parish Taxes		407. County / Parish Taxes	
108. Assessments		408. Assessments	
120. Gross Amount Due from Borrower:	**227,722.50**	**420. Gross Amount Due to Seller:**	**226,500.00**
200. Amounts Paid by or in Behalf of Borrower:		**500. Reductions in Amount Due to Seller:**	
201. Deposit / Earnest Money	5,000.00	501. Excess Deposit (see instructions)	
202. Principal Amount of New Loan		502. Settlement Charges to Seller (Line 1400)	6,141.20
203. Existing Loan(s)		503. Existing Loan(s)	
204.		504. Payoff of First Mortgage Loan No. 0043373141 good through Aug. 15, 2006 to Wells Fargo Home Mortgage	105,171.57
205.		505. Payoff of Second Mortgage to	
206.		506. Purchase Money Mortgage to	
Adjustments for Items Unpaid by Seller:		**Adjustments for Items Unpaid by Seller:**	
210. City / Town Taxes		510. City / Town Taxes	
211. County / Parish Taxes Jan 1, 2006 thru Aug 10, 2006	1,558.77	511. County / Parish Taxes Jan 1, 2006 thru Aug 10, 2006	1,558.77
212. Assessments		512. Assessments	
220. Total Paid by / for Borrower:	**6,558.77**	**520. Total Reductions in Amount Due Seller:**	**112,871.54**
300. Cash at Settlement from / to Borrower:		**600. Cash at Settlement to / from Seller:**	
301. Gross Amount due from Borrower (line 120)	227,722.50	601. Gross Amount due to Seller (line 420)	226,500.00
302. Less Amount Paid by/for Borrower (line 220)	6,558.77	602. Less Reductions Amount due Seller (line 520)	112,871.54
303. Cash From Borrower:	**$221,163.73**	**603. Cash To Seller:**	**$113,628.46**

L. Settlement Charges	Paid from Borrower's Funds at Settlement	Paid from Seller's Funds at Settlement
700. Total Sales / Broker's Commission: Based on Price $226,500.00 @ 2.00% = $4,530.00 Division of Commission as follows		
701. 4,530.00 to ResortQuest		
702.		
703. Commission Paid at Settlement		4,530.00
800. Items Payable in Connection with Loan:		
801. Loan Origination Fee		
802. Loan Discount		
803. Appraisal Fee		
804. Credit Report		
805. Lender's Inspection Fee		
806. Mortgage Insurance Application Fee		
807. Assumption Fee		
900. Items Required by Lender to be Paid in Advance:		
901. Interest from Aug 11, 2006 @ 0.0000 / day		
902. Mortgage Insurance Premium		
903. Hazard Insurance Premium		
904. Flood Insurance Premium		
1000. Reserves Deposited with Lender:		
1001. Hazard Insurance		
1002. Mortgage Insurance		
1003. City Property Taxes		
1004. County Property Taxes		
1005. Annual Assessments		
1100. Title Charges:		
1101. Settlement or Closing Fee to Okaloosa Walton Title, Inc.	200.00	
1102. Abstract or Title Search to First American Title Insurance Company	60.00	
1103. Title Examination to First American Title Insurance Company	25.00	
1104. Title Insurance Binder		
1105. Document Preparation		
1106. Notary Fees		
1107. Attorney Fees (includes above item numbers:		
1108. Title Insurance to Okaloosa Walton Title, Inc. (includes above item numbers:	892.50	
1109. Lender's Coverage 0.00 Risk Premium 0.00		
1110. Owner's Coverage 226,500.00 Risk Premium 892.50		
1111. Administrative-Courier Fee to Okaloosa Walton Title, Inc.	25.00	
1112.		
1200. Government Recording and Transfer Charges:		
1201. Recording Fees: Deed 10.00 Mortgage 0.00 Releases 10.00	10.00	10.00
1202. City/County tax/stamps: Deed 0.00 Mortgage 0.00		
1203. State tax/stamps: Deed 1,585.50 Mortgage 0.00		1,585.50
1204. Intangible Tax to Clerk of the Circuit Court		
1205. Corrective Warranty Deed Recording Fees to Clerk of the Circuit Court	10.00	0.70
1300. Additional Settlement Charges:		
1301. Survey and Environmenal Inspection (poc 2,450.00)		
1302. Appraisal (poc 500.00)		
1303. Wire Transfer Fee (Payoff) to Okaloosa Walton Title, Inc.		15.00
1304. Estimated Prorated 2006 Property Taxes to Okaloosa County Tax Collector (poc 1,558.77)		
1400. Total Settlement Charges (Enter on line 103, Section J and line 502, Section K)	**$1,222.50**	**$6,141.20**

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of HUD-1 Settlement Statement.

Borrower: The City of Destin, a municipality in Okaloosa County, Florida
Gregory A. Kisela, City Manager

Seller: Rather Be Diving, L.L.C.
Bradley S. Smith, Managing Member
Robert A. Glaze, Jr., Managing Member

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

Settlement Agent: Jennifer Helmich

Date: August 11, 2006
File No.: 06-0008
FATCO

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine or imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

FILE # 2125107 RCD: 05/26/2004 @ 03:56 PM, BK: 2534 PG: 4195 RECORDING: $10.50 DEED DOCSTAMPS $945.00 DEPUTY CLERK PDUNN NEWMAN C. BRACKIN, OKALOOSA COUNTY FL

10.50 rec.
945.00 doc.

Prepared by
Carol Bragdon, an employee of
First American Title Insurance Company d/b/a Advance Title
4477 Legendary Drive, Suite 101
Destin, Florida 32541
(850) 837-7784

Return to: Grantee

File No.: 2032-504307

WARRANTY DEED

This indenture made on **May 14, 2004** A.D., by

Bruce M. Fults and Sherrie L. Fults, husband and wife

whose address is: **4315 Carriage Hills Lane, Destin, FL 32541**
hereinafter called the "grantor", to

Robert A. Glaze and Sharon M. Glaze, husband and wife

whose address is: **2953 Pine Valley Drive, Destin, FL 32550**
hereinafter called the "grantee":

(Which terms "Grantor" and "Grantee" shall include singular or plural, corporation or individual, and either sex, and shall include heirs, legal representatives, successors and assigns of the same)

Witnesseth, that the grantor, for and in consideration of the sum of Ten Dollars, ($10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in **Okaloosa** County, **Florida**, to-wit:

Lot 17, Block B of SEA HILLS 3RD ADDITION, according to the Plat thereof as recorded in Plat Book 5, Page(s) 104, of the Public Records of Okaloosa County, Florida.

Parcel Identification Number: **00-2S-22-3083-000B-0170**

Subject to all reservations, covenants, conditions, restrictions and easements of record and to all applicable zoning ordinances and/or restrictions imposed by governmental authorities, if any.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in any way appertaining.

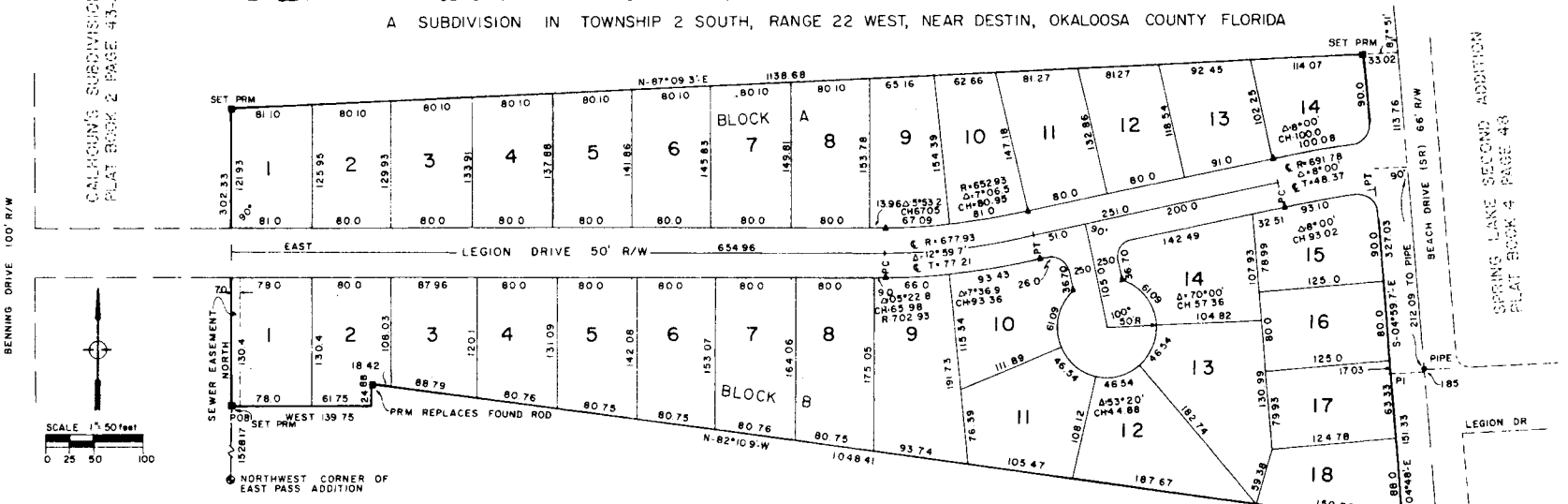
To Have and to Hold, the same in fee simple forever.

504307 FATCOBAB

5-104

SEA HILLS THIRD ADDITION

A SUBDIVISION IN TOWNSHIP 2 SOUTH, RANGE 22 WEST, NEAR DESTIN, OKALOOSA COUNTY FLORIDA



DESCRIPTION

COMMENCING AT THE NORTHWEST CORNER OF EAST PASS ADDITION, PLAT BOOK 1, PAGE 18, OKALOOSA COUNTY, FLORIDA, PROCEED NORTH 1528.17 FEET ALONG EAST LINE OF CALHOUN'S S/D, TO THE POB, THENCE CONTINUE NORTH 302.33 FEET, THENCE N-87°09 3'-E 1138.68 FEET, THENCE S-04°59 7'-E 327.03 FEET, THENCE S-04°48'-E 151.33 FEET, THENCE N-82°10 9-W 1048.41 FEET, THENCE SOUTH 24.88 FEET, THENCE WEST 139.75 FEET TO THE POB.

TITLE OPINION

IT IS THE OPINION OF THE UNDERSIGNED ATTORNEY-AT-LAW, LICENSED IN FLORIDA, THAT TITLE TO LAND DESCRIBED HEREON IS IN THE NAMES OF DEDICATORS AND THERE ARE NO UNSATISFIED MORTGAGES OF THE LAND EXCEPT AS SHOWN IN THE DEDICATION

ATTORNEY-AT-LAW

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT ANDERSON, ANDERSON, AND FLESHMAN, A CO-PARTNERSHIP, AND KELLY TRUST, MORTAGEE, OWNERS OF "SEA HILLS THIRD ADDITION", HEREBY DEDICATE TO THE PUBLIC, IN FEE SIMPLE, ALL STREETS, ROADS, AND THOROUGHFARES SHOWN HEREON

WITNESS THE NAMES AND SEALS OF SAID DEDICATORS

SIGNED ANDERSON, ANDERSON, AND FLESHMAN, A CO-PARTNERSHIP

BY _____ A G ANDERSON SR _____ A G ANDERSON JR _____ WADE H FLESHMAN III

SIGNED KELLY TRUST

BY _____ MATTIE KELLY SIMS TRUSTEE

BY _____ M W LUCAS AS TRUSTEE

BY _____ A L NABORS AS TRUSTEE

APPROVAL OF COUNTY COMMISSIONERS

THIS CERTIFIES THAT THIS PLAT WAS PRESENTED TO THE BOARD OF COUNTY COMMISSIONERS OF OKALOOSA COUNTY, FLORIDA AND APPROVED BY THEM ON THE ____ DAY OF _____, 1978

MEMBER MEMBER MEMBER MEMBER

CHAIRMAN

PLANNING COMMISSION'S CERTIFICATE

THIS CERTIFIES THAT THIS PLAT WAS PRESENTED TO THE PLANNING COMMISSION OF OKALOOSA COUNTY, FLORIDA AND APPROVED BY THEM ON THE 21 DAY OF FEB, 1978

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS SURVEYED, THAT THE SURVEY WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION, THAT PERMANENT REFERENCE MONUMENTS, PRM, HAVE BEEN PLACED AS SHOWN, AND THAT THE SURVEY DATA COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 177 OF THE FLORIDA STATUTES

REG SURVEYOR NO 2032
STATE OF FLORIDA

Prepared By:
W E Overstreet
Consulting Engineer
Fort Walton Beach, Florida

COUNTY CLERK'S CERTIFICATE

I, NEWMAN C BRACKIN, CLERK OF THE CIRCUIT COURT OF OKALOOSA COUNTY, FLORIDA, HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH ALL THE REQUIREMENTS OF THE PLAT ACT, CHAPTER 177 OF THE FLORIDA STATUTES, AND THE SAME WAS FILED FOR RECORD ON THE 19TH DAY OF MARCH, 1978, AND FILED IN PLAT BOOK 5, PAGE 104 OF SAID COUNTY

CLERK OF THE CIRCUIT COURT

NOTES

THE SIGN (°) MEANS DEGREES, THE SIGN (') MEANS FEET OR MINUTES, THE SIGN (") MEANS SECONDS
■ INDICATES SET PRM
● INDICATES FND PIPE
▲ INDICATES PCP
ALL STREET INTERSECTION HAVE A 25' RADIUS

ACKNOWLEDGEMENT

STATE OF FLORIDA, COUNTY OF OKALOOSA

BEFORE THE SUBSCRIBER PERSONALLY APPEARED A G ANDERSON, SR, A G ANDERSON, JR, AND WADE H FLESHMAN III A CO-PARTNERSHIP, AND MATTIE KELLY SIMS, M W LUCAS, AND A L NABORS, TRUSTEES FOR KELLY TRUST, KNOWN TO ME TO BE THE INDIVIDUALS DESCIBED IN AND WHO EXECUTED THE DEDICATION AND ACKNOWLEDGED THEY EXECUTED THE SAME FOR THE USES AND PURPOSES HEREIN SET FORTH

NOTARY PUBLIC, STATE OF FLORIDA
My commission expires February 6 1980

COUNTY ENGINEER'S CERTIFICATE

THIS CERTIFIES THAT THIS PLAT WAS PRESENTED TO THE COUNTY ENGINEER OF OKALOOSA COUNTY, FLORIDA AND APPROVED BY HIM ON THE 14 DAY OF March, 1978

COUNTY ENGINEER

SEA HILLS THIRD ADDITION
PLAT BOOK 5
PAGE 104

Drawn By Jerry Carroll

Sea Hills 3rd Add
5-104

BOOK 960 PAGE 669

OFFICIAL RECORDS

STATE OF FLORIDA
COUNTY OF OKALOOSA

RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS: That Anderson, Anderson, and Fleshman, a Co-partnership, owner, and Kelly Trust, Mortgagee, of the following described real property in the State of Florida, County of Okaloosa, to wit:

SEA HILLS THIRD ADDITION, a subdivision as recorded in Plat Book 5 , page 104, Okaloosa County, Florida,

desiring to restrict the use of said real property for the benefit thereof and to promote its development, hereby encumber all of the above described property with restrictive covenants as herein set forth and declare that such restrictive covenants shall apply to and bind us, our successors and assigns for the term set forth hereinafter and that said covenants shall run with the land, to wit:

1. No lot shall be used except for residential purposes and no building shall be erected, altered, placed or permitted to remain on any lot other that one detached single family dwelling not to exceed two stories in height and a private garage.

2. No fence or wall shall be erected, placed or altered on any lot nearer to the street than the front line of the building erected thereon, nor over six (6) feet in height and no spite fence shall be constructed.

3. No dwelling shall be permitted on any lot at a cost of less than $15.00 per square foot based upon cost levels prevailing on the date these restrictions are recorded, it being the intention and purpose of the covenents to assure that the dwelling shall be of quality and workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded. The livable floor area of the main structure exclusive of open porches and garages shall not be less than 1,100 square feet for a dwelling.

4. No building shall be located on a lot nearer than 25 feet to the front lot line, or nearer than 15 feet to any side street line, or nearer than 7 1/2 feet to an interior lot line, or nearer than 20 feet to the rear lot line. For the purposes of this covenant, eaves, steps and open porches without roof supports shall be permitted to extend five (5) feet beyond the building line. Two lots or a lot and a part of another lot may be combined to produce a building parcel and the setback requirements shall then apply to the exterior lines of such parcel but not to former lot lines inside such parcel.

5. Sidewalks shall be constructed in the right of way abutting each lot in accordance with County requirements. Sidewalk shall be four feet wide and four inches thick concrete. Sidewalk shall abut the R/W line or shall continue the existing sidewalk line if different. Sidewalk shall be constructed by purchaser of lot before occupancy of residence constructed on lot or within two years of purchase of lot, whichever is sooner.

6. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No trucks larger than a pickup truck shall be parked on the premises.

7. No structure of a temporary character, trailer, tent, shack, garage, barn or any other out building shall be used on any lot at any time as a residence, either temporarily or permanently. No shell homes shall be permitted.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31st of 2003.

In Witness Whereof, the grantor has hereunto set their hand(s) and seal(s) the day and year first above written.

Bruce M. Fults

Sherrie L. Fults

Signed, sealed and delivered in our presence:

Witness Signature

Print Name: Carol Bragdon

Witness Signature

Print Name: BRETT J. BUTLER

State of **Florida**

County of **Okaloosa**

The Foregoing Instrument Was Acknowledged before me on **May 14, 2004**, by **Bruce M. Fults and Sherrie L. Fults, husband and wife** who is/are personally known to me or who has/have produced a valid driver's license as identification.

NOTARY PUBLIC

BRETT J. BUTLER
MY COMMISSION # CC 912936
EXPIRES: June 23, 2004
Bonded Thru Notary Public Underwriters

Notary Print Name

My Commission Expires: _____

FILE # 2125103 RCD: 05/26/2004 @ 03:56 PM, BK: 2534 PG: 4197 RECORDING: $10.50 DEED DOCSTAMPS $756.00 DEPUTY CLERK PDUNN NEWMAN C. BRACKIN, OKALOOSA COUNTY FL

10.50 rec.
756.50 doc.

Prepared by
Carol Bragdon, an employee of
First American Title Insurance Company d/b/a Advance Title
4477 Legendary Drive, Suite 101
Destin, Florida 32541
(850) 837-7784

Return to: Grantee

File No.: 2032-504307

QUIT CLAIM DEED

Made on **May 14, 2004**, by and between

Robert A. Glaze and Sharon M. Glaze Husband and wife

whose address is: **2953 Pine Valley Drive, Destin, FL 32550**
hereinafter called the "grantor", to

RATHER BE DIVING, L.L.C.

whose address is: **1441 Baytowne Circle, Destin, FL 32550**
hereinafter called the "grantee":

(Which terms "Grantor" and "Grantee shall include singular or plural, corporation of individual, and sex, and shall include heirs, legal representatives, successors and assigns of the same)

Witnesseth, that the grantor, for and in consideration, receipt whereof is hereby acknowledged, does hereby remise, release, and quite claim unto the grantee forever, all the right title, interest, claim and demand which the said grantor has in and to, all that certain land situate in Walton County Destin, Florida 32541, viz:

See Exhibit "A" attached hereto

Parcel Identification Number: **00-2S-22-3083-000B-0170**

Subject to all reservations, covenants, conditions, restrictions and easements of record and to all applicable zoning ordinanaces and/or restrictions imposed by governmental authorities, if any.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in any way appertaining.

504307 FATCO BAB

To Have and to Hold, the same together with all and singular appurtances thereunto belonging or in anywise appertaining, and all estate, right, title, interest, lien, equity and claim whatsoever of the said grantor, either in law or equity, to the only proper use, benefit and behoof of the said grantee forever.

In Witness Whereof, the grantor has hereunto set their hand(s) and seal(s) the day and year first above written.

Robert A. Glaze

Sharon M. Glaze

Signed, sealed and delivered in the presence of these witnesses:

Witness Signature

Print Name: Carol Bragdon

Witness Signature

Print Name: BRETT J. BUTLER

State of **Florida**

County of **Okaloosa**

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED before me on **May 12, 2004**, by **Robert A. Glaze and Sharon M. Glaze** who is personally known to me or who has produced a valid driver's license as identification.

NOTARY PUBLIC

BRETT J. BUTLER
MY COMMISSION # CC 912936
EXPIRES: June 23, 2004
Bonded Thru Notary Public Underwriters

Notary Print Name

My Commission Expires: _____

FATCO NO. 1268516 LEGAL: Lot 17, Blk B COUNTY: Okaloosa EFFECTIVE DATE: 7/17/06

AGENTS NO. 00-0008 Sea Hills Third Addition INITIALS: MC

RESPA _____ NON-RESPA _____ REFERENCE PRIOR ATTACHED _____

SELLER Rather Be Diving, LLC, a FL. LLC PLAT BOOK 5 PAGE 104 EXACT PRIOR ATTACHED ✓ DATED: 4/29/04

BUYER City of Destin, FL. TAX ID# 00-2S-22-3083-000B-0170 504307

MORTGAGOR _____ ASSESSMENT = 117,493.00 HX = YES ____ NO X

MORTGAGEE N/A GROSS = 1,761.57 PAID = 1,691.11 DATE: 11/29/05 DELINQUENT NONE

ITEM NO.	TYPE INSTR.	DATED	FILED	BOOK	PAGE	GRANTOR	GRANTEE	REMARKS
⊗	WD	5/14/04	5/26/04	2534	4195	Bruce M. Fults + Sherrie L. Fults, H+W	Robert A. Glaze + Sharon M. Glaze, H+W	
⊗	QCD	5/14/04	5/26/04	2534	4197	✓	Rather Be Diving, LLC.	no legal
⊗	MTG	5/14/04	5/26/04	2534	4199	Robert A. Glaze + Sharon M. Glaze.	Wells Fargo Bank, N.A.	108,000

FATIC 524

Policy No. **FA-35-**1460124

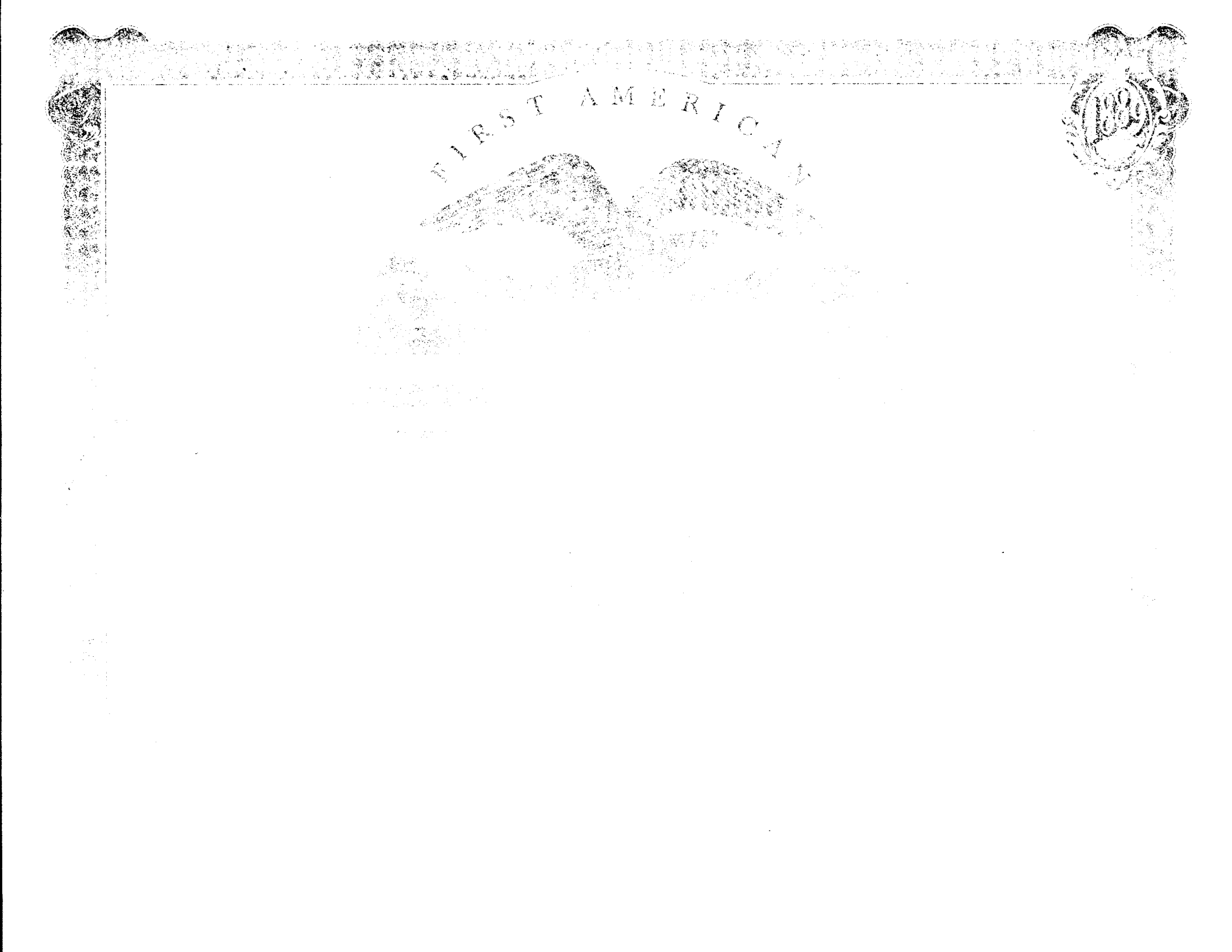
SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the Insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations.

Gary L. Kermott

Mark R Arneson


FIRST AMERICAN

First American Title Insurance Company

ALTA OWNER'S POLICY

Agent's File Number: **06-0008** Owner's Policy Number: **FA-35-1460124**

Schedule A

Date of Policy: **August 16, 2006** at **02:32 PM**

Amount of Insurance: **$226,500.00**

1. Name of Insured:

   The City of Destin, a municipality in Okaloosa County, Florida

2. The estate or interest in the land which is encumbered by the insured is:

   Fee Simple

3. Title to the estate or interest in the land is vested in the Insured by:

   Warranty deed executed by Rather Be Diving, L.L.C., a Florida Limited Liability Company to The City of Destin, a municipality in Okaloosa County, Florida dated August 11, 2006, filed August 16, 2006 in Official Records Book 2729, Page 301, Public Records of Okaloosa County, Florida, conveying said property described herein.

4. The land referred to in this policy is situated in the State of Florida, County of Okaloosa and is described as follows:

   See Schedule A Continuation, for Legal Description

Okaloosa Walton Title, Inc.

By: _____
Authorized Agent
Jennifer Helmich

First American Title Insurance Company

ALTA OWNER'S POLICY

Agent's File Number: **06-0008** Owner's Policy Number: **FA-35-1460124**

Schedule A, Continuation

LOT 17, BLOCK B, SEA HILLS THIRD ADDITION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE(S) 104, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.

First American Title Insurance Company

ALTA OWNER'S POLICY

Agent's File Number: **06-0008** Owner's Policy Number: **FA-35-1460124**

Schedule B

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) by reason of the following.:

1. Any rights, interests or claims of parties in possession of the land not shown by the public records.
2. Any rights, interest or claims affecting the land which a correct survey would disclose and which are not shown by the public records.
3. Any lien for services, labor or materials in connection with improvements, repairs or renovations provided before, on, or after Date of Policy, not shown by the public records.
4. Any dispute as to the boundaries caused by a change in the location of any water body within or adjacent to the land prior to Date of Policy, and any adverse claim to all or part of the land that is, at Date of Policy, or was previously under water.
5. Taxes or special assessments not shown as lien in the public records or in the records of the local tax collecting authority, at Date of Policy.
6. Any mineral or mineral rights leased, granted or retained by current or prior owners.
7. Taxes and assessments for the year **2006** and subsequent years, which are not yet due and payable.

NOTE: Items 1-5 listed above are hereby deleted.

8. Restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of SEA HILLS THIRD ADDITION, as recorded in Plat Book 5, Page(s) 104, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
9. Declaration of Covenants, Conditions and Restrictions, including any amendments or modifications thereto, recorded in Book 960, Page 669 , but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
10. Oil, Gas and Minerals Reservation recorded in Book 952, Page 44.

FATIC-217P
ALTA COMMITMENT 1982

TITLE INSURANCE COMMITMENT

FIRST AMERICAN

ISSUED BY

First American Title Insurance Company

AGREEMENT TO ISSUE POLICY

We agree to issue a policy to you according to the terms of the Commitment. When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the Commitment Date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within six months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under this Commitment is limited by the following:

The Provisions in Schedule A.
The Requirements in Schedule B-1.
The Exceptions in Schedule B-2.
The Conditions on the other side of this page.

This Commitment is not valid without SCHEDULE A and Sections 1 and 2 of SCHEDULE B.

First American Title Insurance Company

BY Gary L. Kermott PRESIDENT

ATTEST Mark R. Arnesen SECRETARY

FIRST AMERICAN TITLE INSURANCE COMPANY INCORPORATED SEPTEMBER 24, 1968 CALIFORNIA

TITLE INSURANCE COMMITMENT

Issued by

First American Title Insurance Company

AGREEMENT TO ISSUE POLICY

We agree to issue a policy to you according to the terms of the Commitment. When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the Commitment Date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within six months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under this Commitment is limited by the following:

The Provisions in Schedule A.
The Requirements in Schedule B-1.
The Exceptions in Schedule B-2.
The Conditions on Page 2.

This Commitment is not valid without SCHEDULE A and Sections 1 and 2 of SCHEDULE B.

First American Title Insurance Company

BY Gary L. Kermott PRESIDENT

ATTEST Mark R. Arnsen SECRETARY

FIRST AMERICAN TITLE INSURANCE COMPANY
INCORPORATED
SEPTEMBER 24, 1958
CALIFORNIA

CONDITIONS

1. **DEFINITIONS**
(a) "Mortgage" means mortgage, deed of trust or other security instrument. (b) "Public Records" means title records that give constructive notice of matters affecting your title according to the state statutes where your land is located.

2. **LATER DEFECTS**
The Exceptions in Schedule B - Section 2 may be amended to show any defects, liens or encumbrances that appear for the first time in the public records or are created or attach between the Commitment Date and the date on which all of the Requirements of Schedule B - Section 1 are met. We shall have no liability to you because of this amendment.

3. **EXISTING DEFECTS**
If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.

4. **LIMITATION OF OUR LIABILITY**
Our only obligation is to issue to you the Policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying on this Commitment when you acted in good faith to:

Comply with the Requirements shown in Schedule B - Section 1

or

Eliminate, with our written consent, any Exceptions shown in Schedule B - Section 2.

We shall not be liable for more than the Policy Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.

5. **CLAIMS MUST BE BASED ON THIS COMMITMENT**
Any claim, whether or not based on negligence, which you may have against us concerning the title to the land must be based on this Commitment and is subject to its terms.

FATIC 213X
ALTA Commitment (1982)

SCHEDULE A

Agent File No: **060008**

1. Commitment Date: **July 17, 2006** at 8:00 a.m.

2. Policy (or Policies) to be issued:
   (a) Owner's Policy (Identify policy type below) Policy Amount $ **226,500.00**
   ALTA Owners Policy (10-17-92)(with Florida Modifications)
   Proposed Insured: **The City of Destin, a Florida Municipality**

   (b) Loan Policy (Identify policy type below) Policy Amount $
   ALTA Loan Policy (10-17-92)(with Florida Modifications)
   Proposed Insured:

   (c) Other Policy (Identify policy type below) Policy Amount $
   Proposed Insured:

3. A Fee Simple interest in the land described in this Commitment is owned, at the Commitment Date, by:
   Rather Be Diving, LLC, a Florida Limited Liability Company

4. The land referred to in this Commitment is described as follows:

   See Attached Schedule A Continued

Okaloosa/Walton Title, Inc.

By: _____
Authorized Signatory

THIS COMMITMENT IS FURNISHED BY FIRST AMERICAN TITLE INSURANCE COMPANY OR ITS POLICY ISSUING AGENT SOLELY FOR THE ISSUANCE OF A POLICY OR POLICIES OF TITLE INSURANCE OF FIRST AMERICAN TITLE INSURANCE COMPANY. THIS COMMITMENT IS NOT AN ABSTRACT OR AN OPINION OF TITLE. LIABILITY UNDER THIS COMMITMENT IS DEFINED BY AND LIMITED TO THE TERMS AND CONDITIONS OF THIS COMMITMENT AND THE TITLE INSURANCE POLICY TO BE ISSUED. PERSONS AND ENTITIES NOT LISTED ABOVE AS PROPOSED INSUREDS ARE NOT ENTITLED TO RELY UPON THIS COMMITMENT FOR ANY PURPOSE.

FATIC 214X
ALTA Commitment (1982)

SCHEDULE B - SECTION 1
REQUIREMENTS

Agent's File No.: **060008**

The following requirements must be met:

1. Pay and/or disburse the agreed amounts for the interest in the land to be insured and/or according to the mortgage to be insured.

2. Pay us the premiums, fees and charges for the policy.

3. Pay all taxes and/or assessments, levied and assessed against the land, which are due and payable.

4. The following documents, satisfactory to us, creating the interest in the land and/or the mortgage to be insured, must be signed, delivered and recorded:

5. The Quit Claim Deed from Robert A. Glaze and Sharon M. Glaze, husband and wife to Rather Be Diving, LLC, a Florida Limited Liability Company, recorded in Book 2534, Page 4197, is defective in that the legal description was left off . Said instrument should be corrected, re-executed, re-acknowledged, and re-recorded; or a new instrument in proper form should be recorded (if from an individual, joinder of spouse or non-homestead statement). This Commitment should then be updated through the date of recording of said instrument, and the Company reserves the right to amend the commitment, including, but not limited to, the addition of further requirements and/or exceptions as it deems necesary based upon the matters disclosed by the update.

   a. Warranty Deed from Rather Be Diving, LLC, a Florida Limited Liability Company, to The City of Destin, a Florida Municipality. In connection with said deed, we will further require regarding the grantor:

      i) Production of a copy of the articles of organization operating agreement if adopted, with an affidavit affixed thereto that it is a true copy of the articles of organization operating agreement, and all amendments thereto (the "Enabling Documents"), and that the limited liability company has not been dissolved;

      ii) That said deed shall be executed by all of the members, unless the articles of organization provide that the company shall be governed by managers, then said deed shall be executed by all of the managers;

      iii) If the Enabling Documents authorize less than all of the members, or managers as the case may be, to execute a conveyance, then said deed may be executed by such members or managers as are authorized by the articles of organization and operating

Schedule A (Continued)

Agent File No.: **060008**

LOT 17, BLOCK B, SEA HILLS THIRD ADDITION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE(S) 104, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.

agreement to execute a conveyance, together with any documentary evidence which may be necessary to show the authority of the parties executing the deed to bind the limited liability company;

iv) Should any member, or manager if applicable, be other than a natural person, we will require proof of good standing as well as documentation of authority of the person to execute documents on its behalf;

v) Certificate from the Secretary of State (or other governmental agency designated for the filing of the Enabling Documents) of said limited liability company's domicile, showing the limited liability company to have been formed prior to the date of acquisition, together with proof as to the current status of said limited liability company;

vi) Documentary evidence in recordable form, showing compliance with all requirements regarding conveying company property contained in the Enabling Documents; and

vii) The Company reserves the right to amend the commitment, including but not limited to, the addition of further requirements and/or exceptions as it deems necessary based upon a review of any of the documentation required above.

6. Payment, cancellation and satisfaction of record of mortgage in the original principal amount of $108,000.00, executed by Robert A. Glaze and Sharon M. Glaze in favor of Wells Fargo Bank, N.A., recorded May 26, 2004 in Book 2534, Page 4199 .

7. Proof of payment of any Association liens and/or assessments.

8. Note: 2005 ad valorem taxes show **PAID** in the gross amount of $1,761.57 for Tax Identification No. 00-2S-22-3083-000B-0170. Assessed value is $117,493.00

9. Note: Items 1, 2, 3, 4 and 5 of Schedule B, Section 2 of the Commitment, will be deleted from any policies issued pursuant thereto upon our review and acceptance of a survey acceptable to the Company, certified in accordance with Florida Statutes, or such other proof as may be acceptable to the Company, relating to any rights, interests or claims affecting the land which a correct survey would disclose, and an Affidavit of Possession and No Liens in accordance with Florida Statutes, and the Company's review of the potential exposure for construction liens. The Company reserves the right to include exceptions from coverage relating to matters disclosed by the survey or other proof, the Affidavit, or discovered in the Company's review of the potential exposure for construction liens, and to make such additional requirements as it may deem necessary.

Note: Immediately prior to disbursement of the closing proceeds, the search of the public records must be continued from the effective date hereof. The Company reserves the right to raise such further exceptions and requirements as an examination of the information revealed by such search requires, provided, however, that such exceptions or requirements shall not relieve the Company from its liability under this Commitment arising from the matters which would be revealed by such search, to the extent that Company, or its Agent countersigning this Commitment, has disbursed said proceeds.

FATIC 216X
ALTA Commitment (1982)
(with printed mineral exception)

SCHEDULE B - SECTION 2
EXCEPTIONS

Agent's File No.: **060008**

Any policy we issue will have the following exceptions, unless they are taken care of to our satisfaction.

1. Any rights, interests or claims of parties in possession of the land not shown by the public records.

2. Any rights, interest or claims affecting the land which a correct survey would disclose and which are not shown by the public records.

3. Any lien for services, labor, or materials in connection with improvements, repairs or renovations provided before, on, or after Date of Policy, not shown by the public records.

4. Any dispute as to the boundaries caused by a change in the location of any water body within or adjacent to the land prior to Date of Policy, and any adverse claim to all or part of the land that is, at Date of Policy, or was previously under water.

5. Taxes or special assessments not shown as lien in the public records or in the records of the local tax collecting authority, at Date of Policy.

6. Any minerals or mineral rights leased, granted or retained by current or prior owners.

7. Taxes and assessments for the year **2006** and subsequent years, which are not yet due and payable.

8. Restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of SEA HILLS THIRD ADDITION, as recorded in Plat Book 5, Page(s) 104, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

9. Declaration of Covenants, Conditions and Restrictions, including any amendments or modifications thereto, recorded in Book 960, Page 669 , but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

10. Oil, Gas and Minerals Reservation recorded in Book 952, Page 44.

Agent File No.: 060008

Note: All of the recording information contained herein refers to the Public Records of Okaloosa County, Florida , unless otherwise indicated. Any reference herein to a Book and Page is a reference to the Official Record Books of said county, unless indicated to the contrary.

Notices - Where Sent

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Company, Attention: Claims Department, 1 First American Way, Santa Ana, CA 92707.

Service, Quality and Availability

First American Title Insurance Company cares about its customers and their ability to obtain information and service on a convenient, timely and accurate basis. A qualified staff of service representatives is dedicated to serving you. A toll-free number is available for your convenience in obtaining information about coverage and to provide assistance in resolving complaints at 1-800-929-7186. Office hours are from 8:30 a.m. through 5:30 p.m. Monday through Friday.

Privacy Policy

We Are Committed to Safeguarding Customer Information
In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our parent company, The First American Corporation, we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability
This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its *Fair Information Values*, a copy of which can be found on our website at www.firstam.com.

Types of Information
Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information
We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with which we or our affiliated companies have joint marketing agreements.

Former Customers
Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security
We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's *Fair Information Values*. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.


FIRST AMERICAN
1889
First American Title Insurance Company
TITLE
INSURANCE
COMMITMENT
FIRST AMERICAN TITLE INSURANCE COMPANY
INCORPORATED
SEPTEMBER 24,
1968
CALIFORNIA

OKALOOSA WALTON TITLE, INC.
770 Industrial Drive, Crestview, Florida 32539

Buyer's Closing Statement

File Number: **06-0008**

Date: **August 11, 2006**

Sellers: **Rather Be Diving, L.L.C., a Florida Limited Liability Company**

COPY

Buyers: **The City of Destin, a municipality in Okaloosa County, Florida**

Property: **Lot 17, Block B Sea Hills 3rd Addition**
217 Beach Drive, Destin, Florida 32541

Gross Amount Due from Buyer

Purchase Price	226,500.00
Settlement or Closing Fee to Okaloosa Walton Title, Inc.	200.00
Abstract or Title Search to First American Title Insurance Company	60.00
Title Examination to First American Title Insurance Company	25.00
Title Insurance to Okaloosa Walton Title, Inc.	892.50
Administrative-Courier Fee to Okaloosa Walton Title, Inc.	25.00
Deed Recording Fees	10.00
Corrective Warranty Deed Recording Fees to Clerk of the Circuit Court	10.00
Gross Amount Due from Buyer	**227,722.50**

Amounts Paid by or in Behalf of Buyer

Deposit / Earnest Money	5,000.00

Adjustments for Items Unpaid

County / Parish Taxes Jan 1, 2006 thru Aug 10, 2006	1,558.77
Total Paid by / for Buyer	**6,558.77**

Cash at Settlement from / to Buyer

Gross Amount Due from Buyer	227,722.50
Less Amount Paid by / for Buyer	6,558.77
Cash From Buyer	**221,163.73**

The City of Destin, a municipality in Okaloosa County, Florida

Gregory A. Kisela
Its City Manager

OKALOOSA WALTON TITLE, INC.
770 Industrial Drive, Crestview, Florida 32539

Seller's Closing Statement

File Number: **06-0008**

Date: **August 11, 2006**

Sellers: **Rather Be Diving, L.L.C., a Florida Limited Liability Company**

Buyers: **The City of Destin, a municipality in Okaloosa County, Florida**

Property: **Lot 17, Block B Sea Hills 3rd Addition**
217 Beach Drive, Destin, Florida 32541

COPY

Gross Amount Due to Seller

Purchase Price	226,500.00
Gross Amount Due to Seller	**226,500.00**

Reductions in Amount Due to Seller

Payoff of First Mortgage Loan No. 0043373141 good through Aug. 15, 2006	105,171.57
Commission Paid at Settlement	4,530.00
Deed Recording Fees	10.00
Deed State Tax/Stamps	1,585.50
Corrective Warranty Deed Recording Fees to Clerk of the Circuit Court	0.70
Wire Transfer Fee (Payoff) to Okaloosa Walton Title, Inc.	15.00

Adjustments for Items Unpaid

County / Parish Taxes Jan 1, 2006 thru Aug 10, 2006	1,558.77
Total Reductions in Amount Due Seller	**112,871.54**

Cash at Settlement to / from Seller

Gross Amount Due to Seller	226,500.00
Less Reductions Amount due Seller	112,871.54
Cash To Seller	**113,628.46**

Rather Be Diving, L.L.C., a Florida Limited Liability Company

Bradley S. Smith
Its Managing Member

Robert A. Glaze
Its Managing Member

OWNER'S AFFIDAVIT OF NO LIENS

STATE OF Florida
COUNTY OF Okaloosa

File Number: 06-0008

COPY

BEFORE ME, the undersigned authority, did personally appear Rather Be Diving, L.L.C., a Florida Limited Liability Company, who after first being duly sworn by me, did depose and say:

1. That I/we am/are the Owner(s) of the following described property located in Okaloosa County, Florida, to wit:

   LOT 17, BLOCK B, SEA HILLS THIRD ADDITION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE(S) 104, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.

2. Affiants has/have possession of the property, and there are no other person(s) in possession who has any right in the property.

3. No Notice of Commencement has been recorded affecting the property, there are no labor, mechanics, or materialmens liens against the property, and no materials have been furnished to or labor or services performed upon the property which has not been paid for in full.

4. There are no unrecorded easements, unpaid bills, liens or assessments, for sewers, paving or other public utilities or improvements made by any governmental authority, and that no notice has been received for any public hearing regarding future or pending assessments for improvements by any governmental instrumentality which are now unpaid against the property.

5. That there are no matters pending against the undersigned Affiant(s) that could give rise to a lien that would attach to the property between the date of closing and the recording of the interest to be insured.

6. That the Affiant(s) has/have not and will not execute any instruments that would adversely affect the interest to be insured.

7. Affiant(s) is/are the owner(s) of, and there are no claims whatsoever of any kind or description against the furniture, fixtures, equipment and other personal property located on or in the property.

8. There are no existing contracts for sale of the property, other than the contract being closed.

9. There are no loans, mortgages, or leases, recorded or unrecorded, on any of said property except:
   Wells Fargo Home Mortgage Loan in the principal sum of $108,000.00

10. That parties have not been divorced since the purchase of the property.

11. That Affiant(s) is/are non-foreign person(s) within the meaning of the Tax Reform Act of 1984 and is/are exempt from the withholding requirements of the Tax Reform Act of 1984.

12. That there are no present violations on the land of any enforceable covenants, conditions or restrictions, and that there are no private charges or assessments due and payable.

THIS AFFIDAVIT is made for the purpose of inducing First American Title Insurance Company to issue a title insurance policy on the above described property, and to disburse funds held by Okaloosa Walton Title, Inc., as

Escrow Agent.

Dated this 11th day of August, 2006

Rather Be Diving, L.L.C., a Florida Limited Liability Company

By: Bradley S. Smith
Its: Managing Member

By: Robert A. Glaze
Its: Managing Member

EIN: 57-1169884

State of Florida
County of Okaloosa

Sworn to and subscribed before me on this August 11, 2006, by Bradley S. Smith and Robert A. Glaze, as Managing Members of Rather Be Diving, L.L.C., a Florida Limited Liability Company, who have produced FLID as identification or who are personally known to me.

NOTARY PUBLIC

Print Name

MY COMMISSION EXPIRES:
(Seal)

JENNIFER A.M. HELMICH
Comm# DD0438615
Expires 12/14/2007
Bonded thru (800)432-4254
Florida Notary Assn., Inc

COMPLIANCE AND TAX PRORATION AGREEMENT

DATE: 8/11/06 RE: FILE #: 06-0008

COPY

SELLERS: Rather Be Diving, L.L.C., a Florida Limited Liability Company

BUYERS: The City of Destin, a municipality in Okaloosa County, Florida

LEGAL DESCRIPTION: Lot 17, Block B Sea Hills 3rd Addition

CLOSING AGENT: Okaloosa Walton Title, Inc.

We, the undersigned Seller(s) and Buyers(s) of the above captioned property, hereby acknowledge that the following are conditions regarding the transfer of the above captioned property:

1. That all contingencies set forth in the Contract of Sale have been complied with:

2. That the proration of taxes as shown by the closing statement on this date has been made on the basis of:
   _____ Taxes for the previous year, based on $2,552.30 assuming the same exemptions to be allowable for the current year; or
   __X__ An estimate of current year's tax, based on the latest information with regard to current millage, assessed valuation and exemption allowed, $2,552.30, estimate for the year 2006.
   _____ No tax proration has been made.

3. That it is understood by the Buyer(s) and Seller(s) with respect to tax proration, that the following shall apply:
   _____ Both parties have accepted such proration as a final determination of liability for taxes between the parties; or;
   __X__ When current year's tax bills are available, the parties will make such further adjustments as might be necessary. This adjustment will be made directly between the parties and not through Okaloosa Walton Title, Inc.

4. That all utility bills (unrecorded assessments and association dues, if applicable), including but not limited to water, sewer, gas, garbage and electric are the responsibility of the parties involved in this transaction and not that of the closing agent. All matters in regards to utility bills (unrecorded assessments and association dues will be handled outside of closing even if such matters appear on the closing statement.

5. That each party will fully cooperate to adjust for clerical errors on any or all closing documentation, if necessary.

6. Seller(s) acknowledges that the payoff statements received by Okaloosa Walton Title, Inc. from current mortgagees may be subject to said mortgagee's final audit after receipt of the payoff funds resulting in a demand by said mortgagees for additional funds. Seller(s), upon request, agree to forward said funds forthwith.

7. This shall confirm the undersigned's consent, as per Rule 4-21.010(3) of the Florida Administrative Code, to the placement of the settlement funds for the above referenced transaction into an interest bearing escrow account in the name of Okaloosa Walton Title, Inc. and to further confirm that the interest earned on such account will be the property of Okaloosa Walton Title, Inc.

SELLERS:

Rather Be Diving, L.L.C., a Florida Limited Liability Company

By: Bradley S. Smith
Its: Managing Member

By: Robert A. Glaze
Its: Managing Member

BUYER:

The City of Destin, a municipality in Okaloosa County, Florida

By: Gregory A. Kisela
Its: Managing Member

COMPLIANCE AND TAX PRORATION AGREEMENT

DATE: 8/11/06 RE: FILE #: 06-0008

SELLERS: Rather Be Diving, L.L.C., a Florida Limited Liability Company

BUYERS: The City of Destin, a municipality in Okaloosa County, Florida

LEGAL DESCRIPTION: Lot 17, Block B Sea Hills 3rd Addition

CLOSING AGENT: Okaloosa Walton Title, Inc.

COPY

We, the undersigned Seller(s) and Buyers(s) of the above captioned property, hereby acknowledge that the following are conditions regarding the transfer of the above captioned property:

1. That all contingencies set forth in the Contract of Sale have been complied with:

2. That the proration of taxes as shown by the closing statement on this date has been made on the basis of:
   _____ Taxes for the previous year, based on $2,552.30 assuming the same exemptions to be allowable for the current year; or
   __X__ An estimate of current year's tax, based on the latest information with regard to current millage, assessed valuation and exemption allowed, $2,552.30, estimate for the year 2006.
   _____ No tax proration has been made.

3. That it is understood by the Buyer(s) and Seller(s) with respect to tax proration, that the following shall apply:
   _____ Both parties have accepted such proration as a final determination of liability for taxes between the parties; or;
   __X__ When current year's tax bills are available, the parties will make such further adjustments as might be necessary. This adjustment will be made directly between the parties and not through Okaloosa Walton Title, Inc.

4. That all utility bills (unrecorded assessments and association dues, if applicable), including but not limited to water, sewer, gas, garbage and electric are the responsibility of the parties involved in this transaction and not that of the closing agent. All matters in regards to utility bills (unrecorded assessments and association dues will be handled outside of closing even if such matters appear on the closing statement.

5. That each party will fully cooperate to adjust for clerical errors on any or all closing documentation, if necessary.

6. Seller(s) acknowledges that the payoff statements received by Okaloosa Walton Title, Inc. from current mortgagees may be subject to said mortgagee's final audit after receipt of the payoff funds resulting in a demand by said mortgagees for additional funds. Seller(s), upon request, agree to forward said funds forthwith.

7. This shall confirm the undersigned's consent, as per Rule 4-21.010(3) of the Florida Administrative Code, to the placement of the settlement funds for the above referenced transaction into an interest bearing escrow account in the name of Okaloosa Walton Title, Inc. and to further confirm that the interest earned on such account will be the property of Okaloosa Walton Title, Inc.

SELLERS:

Rather Be Diving, L.L.C., a Florida Limited Liability Company

By: Bradley S. Smith
Its: Managing Member

By: Robert A. Glaze
Its: Managing Member

BUYER:

The City of Destin, a municipality in Okaloosa County, Florida

By: Gregory A. Kisela
Its: Managing Member

COUNTY TAX PRORATION STATEMENT

FILE NUMBER: **06-0008**

PROPERTY: **217 Beach Drive, Destin, Florida 32541**

DATE: **August 11, 2006**

LEGAL: **Lot 17, Block B Sea Hills 3rd Addition**

COPY

It is understood between the parties hereto that the exact amount of real property taxes applicable to the subject property for the current year is unknown. The tax proration herein was therefor based upon estimated taxes in the amount of **$2,552.30**

Should actual taxes for the current year vary from estimated taxes, each party shall have the right to demand and receive from the other a reproration of taxes and reimbursement for the prorated amount of variation thereof. Each party consents to such proration and agrees to look to the other party should a reproration become necessary, and to save and hold harmless as to such proration the mortgagee, realtors and closing attorney and/or agent.

PURCHASERS
The City of Destin, a municipality in Okaloosa County, Florida

By: Gregory A. Kisela - Buyer
Its: City Manager

SELLERS
Rather Be Diving, L.L.C., a Florida Limited Liability Company

By: Bradley S. Smith - Seller
Its: Managing Member

By: Robert A. Glaze
Its: Managing Member

TAX RE-PRORATION WORKSHEET

Actual bill paid equals $ _____ divided by 365 equals $ _____, the daily tax rate.

$ _____, the daily tax rate times 222 , the number of days prorated per closing statement equals

$ _____, the actual proration.

Actual tax proration	**$_____**
LESS: Estimated tax proration	**$ 1,558.77**
Difference, actual vs. Estimated taxes	**$_____**

If difference is a positive number, Seller owes Buyer the difference.
If difference is a negative number, Buyer owes Seller the difference.

COUNTY TAX PRORATION STATEMENT

FILE NUMBER: **06-0008**

PROPERTY: **217 Beach Drive, Destin, Florida 32541**

DATE: **August 11, 2006**

LEGAL: **Lot 17, Block B Sea Hills 3rd Addition**

COPY

It is understood between the parties hereto that the exact amount of real property taxes applicable to the subject property for the current year is unknown. The tax proration herein was therefor based upon estimated taxes in the amount of **$2,552.30**

Should actual taxes for the current year vary from estimated taxes, each party shall have the right to demand and receive from the other a reproration of taxes and reimbursement for the prorated amount of variation thereof. Each party consents to such proration and agrees to look to the other party should a reproration become necessary, and to save and hold harmless as to such proration the mortgagee, realtors and closing attorney and/or agent.

PURCHASERS

The City of Destin, a municipality in Okaloosa County, Florida

By: Gregory A. Kisela - Buyer
Its: City Manager

SELLERS

Rather Be Diving, L.L.C., a Florida Limited Liability Company

By: Bradley S. Smith - Seller
Its: Managing Member

By: Robert A. Glaze
Its: Managing Member

TAX RE-PRORATION WORKSHEET

Actual bill paid equals $ _____ divided by 365 equals $ _____ , the daily tax rate.

$ _____ , the daily tax rate times 222 , the number of days prorated per closing statement equals

$ _____ , the actual proration.

Actual tax proration	**$_____**
LESS: Estimated tax proration	**$ 1,558.77**
Difference, actual vs. Estimated taxes	**$_____**

If difference is a positive number, Seller owes Buyer the difference.
If difference is a negative number, Buyer owes Seller the difference.

AFFIDAVIT

STATE OF FLORIDA
COUNTY OF OKALOOSA

BEFORE ME, the undersigned notary public, personally appeared, ROBERT A. GLAZE, JR. a/k/a ROBERT A. GLAZE whose address is 2953 Pine Valley Road, Destin, Florida, 32550 and BRADLEY S. SMITH whose address is 4502 Bellbuoy Landing, Destin, Florida 32541 as Managing Members of RATHER BE DIVING, L.L.C., a Florida Limited Liability Company, who, having been first duly sworn according to law depose and say:

1. This declaration is made to the Mayor of the City of Destin, Florida for the purposes of complying with Section 286.23 of Florida Statutes (2005).

2. We are the Managing Members of RATHER BE DIVING, L.L.C., a Florida Limited Liability Company and have personal knowledge of all matters set forth in this Affidavit.

3. RATHER BE DIVING, L.L.C. is the owner of the fee simple title to certain real property (hereafter referred to as the "Property") situated in Okaloosa County, Florida more particularly described as follows:

Lot 17, Block B of Sea Hills 3rd Addition, according to the Plat thereof as recorded in Plat Book 5, Page 104, of the Public Records of Okaloosa County, Florida.
Parcel ID No. 00-2S-22-3083-000B-0170

Most commonly referred to as: 217 Beach Drive, Destin, Florida, 32541

TO THE BEST OF AFFIANTS' KNOWLEDGE AND BELIEF:

4. The names and addresses of any person or entity having a beneficial interest, no matter how small or minimal, in the above stated Property are as follows:

a. Bradley S. Smith
4502 Bellbuoy Landing
Destin FL 32541

b. Robert A. Glaze Jr
2953 Pine Valley Rd
Miramar Beach FL 32550

c. _____

d. _____

e. _____

5. There are no other persons or entities having any interest in the above stated Property and RATHER BE DIVING, L.L.C.

Dated this 29 day of June 2006.

RATHER BE DIVING, L.L.C

Witnesses

Printed Name: _____

Printed Name: _____

Printed Name: _____

Printed Name: _____

By: Robert A. Glaze, Jr. a/k/a Robert A. Glaze
Its: Managing Member

By: Bradley S. Smith
Its: Managing Member

STATE OF FLORIDA
COUNTY OF OKALOOSA

The foregoing instrument was sworn and subscribed before me this 29 day of JUNE 2006, by Robert A. Glaze, Jr. a/k/a Robert A. Glaze and Bradley S. Smith as Managing Members of Rather Be Diving, L.L.C and who are ✓ personally known to me or ____ have produced _____ as identification and who did take an oath.

[seal]

LAURA MORRISON
MY COMMISSION # DD 154567
EXPIRES: October 1, 2006
Bonded Thru Notary Public Underwriters

Notary Public:
State of Florida

L. Settlement Charges	Paid from Borrower's Funds at Settlement	Paid from Seller's Funds at Settlement
700. Total Sales / Broker's Commission: Based on Price $226,500.00 @ 2.00% = $4,530.00 Division of Commission as follows		
701. 4,530.00 to ResortQuest		
702.		
703. Commission Paid at Settlement		4,530.00
800. Items Payable in Connection with Loan:		
801. Loan Origination Fee		
802. Loan Discount		
803. Appraisal Fee		
804. Credit Report		
805. Lender's Inspection Fee		
806. Mortgage Insurance Application Fee		
807. Assumption Fee		
900. Items Required by Lender to be Paid in Advance:		
901. Interest from Aug 11, 2006 @ 0.0000 / day		
902. Mortgage Insurance Premium		
903. Hazard Insurance Premium		
904. Flood Insurance Premium		
1000. Reserves Deposited with Lender:		
1001. Hazard Insurance		
1002. Mortgage Insurance		
1003. City Property Taxes		
1004. County Property Taxes		
1005. Annual Assessments		
1100. Title Charges:		
1101. Settlement or Closing Fee to Okaloosa Walton Title, Inc.	200.00	
1102. Abstract or Title Search to First American Title Insurance Company	60.00	
1103. Title Examination to First American Title Insurance Company	25.00	
1104. Title Insurance Binder		
1105. Document Preparation		
1106. Notary Fees		
1107. Attorney Fees (includes above item numbers:		
1108. Title Insurance to Okaloosa Walton Title, Inc. (includes above item numbers:	892.50	
1109. Lender's Coverage 0.00 Risk Premium 0.00		
1110. Owner's Coverage 226,500.00 Risk Premium 892.50		
1111. Administrative-Courier Fee to Okaloosa Walton Title, Inc.	25.00	
1112.		
1200. Government Recording and Transfer Charges:		
1201. Recording Fees: Deed 10.00 Mortgage 0.00 Releases 10.00	10.00	10.00
1202. City/County tax/stamps: Deed 0.00 Mortgage 0.00		
1203. State tax/stamps: Deed 1,585.50 Mortgage 0.00		1,585.50
1204. Intangible Tax to Clerk of the Circuit Court		
1205. Corrective Warranty Deed Recording Fees to Clerk of the Circuit Court	10.00	0.70
1300. Additional Settlement Charges:		
1301. Survey and Environmenal Inspection (poc 2,450.00)		
1302. Appraisal (poc 500.00)		
1303. Wire Transfer Fee (Payoff) to Okaloosa Walton Title, Inc.		15.00
1304. Estimated Prorated 2006 Property Taxes to Okaloosa County Tax Collector (poc 1,558.77)		
1400. Total Settlement Charges (Enter on line 103, Section J and line 502, Section K)	**$1,222.50**	**$6,141.20**

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of HUD-1 Settlement Statement.

Borrower: The City of Destin, a municipality in Okaloosa County, Florida
Gregory A. Kisela, City Manager

Seller: Rather Be Diving, L.L.C.
Bradley S. Smith, Managing Member

Robert A. Glaze, Jr., Managing Member

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

Settlement Agent: _____
Jennifer Helmich

Date: August 11, 2006
File No.: 06-0008
FATCO

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine or imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

Prepared by:
J. JEROME MILLER, Esq.
Miller Ansley Stewart, P.A.
Attorneys at Law
Wildcat Plaza
415 Mountain Drive, Suite 3
Destin, FL 32541
Florida Bar No. 0128569
Phone: 850-837-3860
File No.: **8.0034**

Instr # 2535659 BK: 2868 PG: 1206 Page 1 of 1
Recorded 12/11/2008 at 08:29 AM
RECORDING: $6.00 RECORDING ARTICLE V: $4.00

DEED DOCSTAMPS: $30782.50

DEPUTY CLERK: TSADLER
DON W. HOWARD, CLERK OF COURTS, OKALOOSA COUNTY, FL

WARRANTY DEED

This indenture made on A.D. , by **John C. Gronning, a married man, as his separate non-homestead property,** whose address is: 1365 W. Highway 98, Unit 307 , Mary Esther, FL 32569 **and Carl S. Napoli, a married man, as his separate non-homestead property,** whose address is: 736 Shore Drive, Miramar Beach, FL 32550, hereinafter called the "grantor", to **The City of Destin, A Florida Municipal Corporation,** whose address is: 4200 Two Trees Road , Destin, FL 32541, hereinafter called the "grantee":

(Which terms "Grantor" and "Grantee" shall include singular or plural, corporation or individual, and either sex, and shall include heirs, legal representatives, successors and assigns of the same)

Witnesseth, that the grantor, for and in consideration of the sum of Ten Dollars, ($10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in **Okaloosa** County, **FL**, to-wit:

Commencing at the intersection of the North line of U.S. Highway 98 and the East line of Calhoun Subdivision; proceed North 00 degrees 38 minutes West 1342.05 feet, along said East line, to a concrete monument; thence continue North 00 degrees 38 minutes West 220.0 feet; thence South 83 degrees 14 minutes East 140.7 feet to the Point of Beginning of the land herein described; thence continue South 83 degrees 14 minutes East 1067.4 feet to the West side of Beach Drive; thence North 5 degrees 24 minutes 30 seconds West 208.7 feet, along Beach Drive; thence North 83 degrees 14 minutes West 1049.9 feet; thence South 0 degrees 38 minutes East 205.7 feet to the Point of Beginning.

Parcel Identification Number: **00-2S-22-0000-0009-0000**

Subject to all reservations, covenants, conditions, restrictions and easements of record and to all applicable zoning ordinances and/or restrictions imposed by governmental authorities, if any.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in any way appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31st of 2007.

In Witness Whereof, the grantor has hereunto set their hand(s) and seal(s) the day and year first above written.

John C. Gronning
John C. Gronning
1365 W. Highway 98, Unit 307
Mary Esther, FL 32569

Carl S. Napoli
Carl S. Napoli
736 Shore Drive
Miramar Beach, FL 32550

Signed, sealed and delivered in our presence:

Witness Signature

Print Name: Michael E McQuillen

Witness Signature

Print Name: **J. Jerome Miller**

State of **Florida**
County of **Okaloosa**

Sworn To, Subscribed and Acknowledged before me on **12/10/2008,** by **John C. Gronning and Carl S. Napoli** who is/are personally known to me or who has/have produced a valid driver's license as identification.

Notary Public

My Commission Expires: 6-11-2011

J. JEROME MILLER
MY COMMISSION # DD 684224
EXPIRES: June 11, 2011
Bonded Thru Notary Public Underwriters

(850)689-5000 ext 3360
(850)651-7200 ext 4360
P.O. Box 1359 Crestview, Fl. 32536

Transaction
#: **902682**
Receipt #: **1269490**
Cashier Date: **12/11/2008**
8:29:54 AM (TSADLER)

902682
Print Date:
12/11/2008 8:29:50 AM

Customer Information	Transaction Information	Payment Summary
(4207) MILLER & ANSLEY P A 415 MOUNTAIN DRIVE SUITE 3 DESTIN, FL 32541	DateReceived: 12/11/2008 Source Code: SHALIMAR OVER THE COUNTER Q Code: SHALIMAR OVER THE COUNTER Return Code: SHALIMAR OVER THE COUNTER Trans Type: Recording Agent Ref Num:	Total Fees $30792.50 Total Payments $30792.50

1 Payments

CHECK 1852 $30792.50

1 Recorded Items

(WD) WARRANTY DEED *BK/PG:* ***2868/1206*** *CFN:****2535659*** *Date:****12/11/2008*** ***8:29:53 AM*** *From: To:*

Recording @ 1st=$6 Addt'l=$4.50 ea.	1	$6.00
Deed Doc Stamps	0	$0.00
Indexing @ 1st 4 Names Free, Addt'l=$1 ea.	3	$0.00
Deed Doc Stamps @ $0.70 per $100	4397500	$30782.50
Recording Fee - Art V	1	$4.00

0 Search Items

0 Miscellaneous Items

Instr # 2536824 BK: 2369 PG:191 Page 1 of 2
Recorded 12/17/2008 at 04:58 PM,
RECORDING: $10.50 RECORDING ARTICLE V: $8.00

DEPUTY CLERK KSCHOOLCRAFT
DON W. HOWARD CLERK OF COURTS OKALOOSA COUNTY FL

This Instrument Prepared by:

J. JEROME MILLER, Esq.
Miller, Ansley, Stewart P.A.
Attorneys at Law
Wildcat Plaza
415 Mountain Drive, Suite 3
Destin, FL 32541-2349
Florida Bar No. 0128569
Phone: (850) 837-3860

FOR RECORDING PURPOSES

AFFIDAVIT OF COMPLIANCE

STATE OF FLORIDA
COUNTY OF OKALOOSA

BEFORE ME, the undersigned notary public, personally appeared Carl S. Napoli and John C. Gronning having been first duly sworn according to law depose and say:

1. Affiants have personal knowledge of all matters set forth in this Affidavit.

2. Affiants (hereafter collectively referred to as the "Owner") are owners of the fee simple title to certain real property (hereafter referred to as "Property" or "Destin Campground" or "Park") situated in Okaloosa County, Florida more particularly described as follows:

Commencing at the intersection of the North line of U.S. Highway 98 and the East line of Calhoun Subdivision; proceed North 00 degrees 38 minutes West 1342.05 feet, along said East line, to a concrete monument; thence continue North 00 degrees 38 minutes West 220.0 feet; thence South 83 degrees 14 minutes East 140.7 feet to the Point of Beginning of the land herein described; thence continue South 83 degrees 14 minutes East 1067.4 feet to the West side of Beach Drive; thence North 5 degrees 24 minutes 30 seconds West 208.7 feet, along Beach Drive; thence North 83 degrees 14 minutes West 1049.9 feet; thence South 0 degrees 38 minutes East 205.7 feet to the Point of Beginning.

TO THE BEST OF OWNERS' KNOWLEDGE AND BELIEF:

3. With reference to an offer by them for the sale of the Destin Campground, they have complied with the provisions of section 723.071(1), Florida Statutes.

4. With reference to an offer received by them for the purchase of the Destin Campground, or with reference to a counteroffer which they intend to make, or have made, for the sale of such park, they have complied with the provisions of section 723.071(2), Florida Statutes.

5. Notwithstanding their compliance, with the provisions of either subsection (1) or subsection (2) of section 723.071, Florida Statutes, no contract has been executed for the sale of such park between them and the park homeowner's association;

6. There is not a homeowner's association pursuant to Chapter 723.

7. The provisions of subsections (1) and (2) of section 723.071, Florida Statutes are inapplicable to a particular sale or transfer of such park by them, and compliance with such subsections is not required; or

8. A particular sale or transfer of such park is exempted from the provisions of this section and section 723.071, Florida Statutes.

9. This affidavit is made so that the City of Destin, which is acquiring the property known as the Destin Campground and Attorney's Title Insurance Fund, Inc. and Miller Ansley Stewart, P.A. who are preparing, furnishing, and examining any evidence of title, have the absolute right to rely on the truth and accuracy of all statements appearing in this affidavit and are under no obligation to inquire further as to any matter or fact relating to the our compliance with the provisions of section 723.071, Florida Statutes.

Dated this 10th day of December 2008.

WITNESS _____ Carl S. Napoli
Printed Name: Michael E. McQuillen

WITNESS _____
Printed Name: J. Jerome Miller

WITNESS _____ John C. Gronning
Printed Name: Michael E. McQuillen

WITNESS _____
Printed Name: J. Jerome Miller

STATE OF FLORIDA
COUNTY OF OKALOOSA

The foregoing instrument was sworn and subscribed to before me this 10th day of December 2008, by Carl S. Napoli and John C. Gronning, who are ✓ personally known to me; ~~or _____ have produced a driver's license as identification~~, and who did take an oath.

[seal]

_____
NOTARY PUBLIC

J. JEROME MILLER
MY COMMISSION # DD 684224
EXPIRES: June 11, 2011
Bonded Thru Notary Public Underwriters

OWNER'S AFFIDAVIT

STATE OF FLORIDA
COUNTY OF OKALOOSA

BEFORE ME, the undersigned notary public, personally appeared, Carl S. Napoli and John C. Gronning, having been first duly sworn according to law depose and say:

1. Affiants have personal knowledge of all matters set forth in this Affidavit.

2. Affiants (hereafter collectively referred to as the "Owners") are owners of the fee simple title to certain real property (hereafter refereed to as the "Property") situated in Okaloosa County, Florida (subject only to those matters set forth in Schedule B of the Title Insurance Commitment) more particularly described as follows:

Commencing at the intersection of the North line of U.S. Highway 98 and the East line of Calhoun Subdivision; proceed North 00 degrees 38 minutes West 1342.05 feet, along said East line, to a concrete monument; thence continue North 00 degrees 38 minutes West 220.0 feet; thence South 83 degrees 14 minutes East 140.7 feet to the Point of Beginning of the land herein described; thence continue South 83 degrees 14 minutes East 1067.4 feet to the West side of Beach Drive; thence North 5 degrees 24 minutes 30 seconds West 208.7 feet, along Beach Drive; thence North 83 degrees 14 minutes West 1049.9 feet; thence South 0 degrees 38 minutes East 205.7 feet to the Point of Beginning.

TO THE BEST OF OWNERS' KNOWLEDGE AND BELIEF:

3. Owners' title to and possession and enjoyment of the Property has been open, notorious, peaceable and undisturbed.

4. Neither the Owners' title to nor possession of the Property has ever been disputed or questioned nor are the Owners aware of any facts by reason of which the title to, or possession of, the Property or any part of it or any personal property located on it might be disputed or questioned or by reason of which any claim to the Property or any portion of it or any personal property located on it might be adversely asserted.

5. No person or entity other than the Owners claim or is presently entitled to the right to possession or is in possession of the Property and there are no tenancies, leases or other occupancies that affect the property.

6. There are no disputes concerning the location of the boundary lines of the Property.

7. There are no existing contracts for sale of the Property other than the contract being closed or any unpaid or unsatisfied mortgages, claims of lien or other matters that constitute or could constitute a lien or encumbrance against the Property or any improvements on it or no part of it or against any personal property located on it, except as set forth in Schedule B of the Title Insurance Commitment.

8. No assessments, fines or liens against the Property have been made by any governmental instrumentality, which are unpaid. The owners have fully reviewed Schedule B of the Title Insurance Commitment and hereby affirmatively state that any recorded easements shown therein are the only easements existing and affecting the Property.

9. There are no security agreements, financing statements, title retention contracts or personal property leases affecting any materials, fixtures, appliances, furnishings, equipment or other personal property placed on or installed in or on the Property or the improvements located on it.

10. There are no actions, proceedings, judgments, bankruptcies, liens, or executions recorded among the Public Records of Okaloosa County, Florida or any other county in Florida or pending against the Owner in the Courts of Okaloosa County, Florida or any other courts in the State of Florida or in the United States.

11. No improvements or repairs have been made to the property during the ninety (90) day period immediately preceding the date of this Affidavit, and there are no unpaid bills of any nature, either for labor or materials used in making improvements or repairs on the Property, or for services of architects, surveyors or engineers incurred in connection with the Property. No "Notice of Commencement" has been recorded affecting the Property, there are no unrecorded mechanics' liens against the Property and the Owners have not received notice form any materialman, laborer, or subcontractor, pursuant to the provisions of Florida Statue Chapter 713.06, as most recently amended.

12. Subsequent to November 14, 2008 (effective date on binder), the Owners have not and the Owners hereby agree and represent that the Owners will not execute any instruments, do any act whatsoever or omit to take any action that in any way would or may affect the title to the Property, including but not limited to mortgaging or conveying the Property to any interest in it or causing any liens to be recorded against the Property or the Owners.

13. No part of the Property has been either damaged, taken by or is under cloud or eminent domain proceedings or otherwise threatened with any title proceedings.

14. There are no violations of Federal, State, County or Municipal ordinances or of rules and regulations of any other governmental authority having or asserting jurisdiction with respect to the Property (or to the present or normal use or operation thereof).

15. There have been no violations of the covenants, conditions or restrictions, if any, as listed on Schedule B-II of the Title Insurance Commitment and no violations thereof will result in a forfeiture or reversion of title. Notwithstanding the same, should any forfeiture or reversion occur, Owners will indemnify and hold harmless the City of Destin for any loss or damages resulting therefrom.

16. The Owners have complied with all restrictions of record pertaining to the Property and are not in violation thereof. Specifically all current maintenance charges, recreational fees, and/or association assessments applicable to the subject premises are fully paid.

17. The Owners have knowledge of the past and present use of the Property, and to the best of the knowledge of owners, no toxic or hazardous or radioactive wastes, toxic or hazardous or radioactive chemicals, petroleum substances, asbestos, or urea formaldehyde are located on, under or anywhere proximate to the premises and that the state and/or federal environmental protection agencies have not identified any toxic waste site or other hazardous substances in the proximity of the premises nor have Owners received any notices from any governmental agency or authority with respect to storage or release of a contamination from hazardous or toxic materials onto the premises or in the proximity thereof.

18. Owners understand that Section 1445 of the Internal Revenue Code provides that as transferee (Buyer) of a U.S. real property interest must withhold tax if the transferor(Seller) is a foreign person as those terms are defined in the Internal Revenue Code. Therefore, in order to inform the Buyer that withholding of tax is not required by the disposition of U.S. real property to which this affidavit relates, Owners certify:

a. That Owners are not a nonresident alien, foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations).

b. That the Owners' taxpayer identification is: 366-32-2318 for Carl S. Napoli and 537-30-3788 for John C. Gronning.

c. That the Owners' addresses are 736 Shore Drive, Miramar Beach, FL 32550 for Carl S. Napoli and 1365 W. Highway 98, Unit 307, Mary Esther, FL 32569 for John C. Gronning.

19. Owners further state that Owners understand this affidavit may be disclosed to the Internal Revenue Service and that Owners are familiar with the nature of any oath; and with the penalties as provided by the laws of the state aforesaid for falsely swearing to the statements made in an instrument of this nature. Owners further certifies that Owners have read, or have had read to Owners, the full facts of this affidavit, and understands its content.

20. Owners represent that in compliance with the Contract for Sale and Purchase that no other parties are in occupancy of the property other than Owners.

21. Owners represent that they will indemnify and hold harmless the City of Destin from any possessory interest of any tenants of the property (Destin Campground) including attorneys fees and costs.

22. Owners represent that they have complied with the Florida Mobile Home Act (Chapter 723, Florida Statutes) with the sale of this property.

23. Owners represent that they are not in violation or under investigation by the Florida Department of Business and Professional Regulation as to their compliance with Florida Statues, Chapter 723.

24. Owners represent that there are no service contracts or any other contracts that affect the property and Owners indemnify and hold harmless the City of Destin for any claim by a service contract provider or other contract.

25. All notices to the Condominium Association to which the subject property belongs regarding any rights of first refusal or option to purchase have been made, and the time in which the Association could exercise any such rights has passed, and the Association failed to asset any such rights.

26. All of the warranties and representations set forth in the Deed and all of the other documents executed in connection with this closing are fully true, correct and complete as of the date hereof.

27. The warranties and representations contained in this Affidavit shall survive the closing.

28. This Affidavit is made and given by the Owners with full knowledge of applicable Florida Laws regarding sworn affidavits and the penalties and liabilities resulting from false statements and misrepresentations therein.

29. This Affidavit is made and delivered for the purposes of inducing Attorneys' Title Insurance Fund, Inc. to insure title to the above described real property. This Affidavit is made well knowing that J. Jerome Miller and Miller Ansley Stewart, P.A., Attorneys at Law, intend to and do in fact materially rely thereon. Accordingly, Affiants do jointly and severally agree to indemnify and hold harmless J. Jerome Miller and Miller Ansley Stewart, P.A., Attorneys at Law, of and from any and all loss, costs, damage and expense of every kind including attorneys fees, which said Title Company and Agent shall or may suffer or become liable for under the Owner Policy to be issued upon the Property, on account of reliance on the statements made herein, including but not limited to any matters that may be recorded between the effective date of the Commitment previous referred to be insured. Owners further state that Owners have read this affidavit and understand its substance and further understand that the same is signed under oath.

Dated this 10th day of December 2008.

WITNESS _____
Printed Name: Michael McQuillen

_____
Carl S. Napoli

WITNESS _____

J. Jerome Mille

Printed Name: J. Jerome Miller

WITNESS _____ _____
Printed Name: Michael E McQuillen John C. Gronning

WITNESS _____
Printed Name: J. Jerome Miller

STATE OF FLORIDA
COUNTY OF OKALOOSA

The foregoing instrument was sworn and subscribed to before me this 10 day of December 2008, by Carl S. Napoli and John C. Gronning, who are ✓ personally known to me; ~~or _____ have produced a driver's license as identification~~, and who did take an oath.

[seal]

_____
NOTARY PUBLIC

J. JEROME MILLER
MY COMMISSION # DD 684224
EXPIRES: June 11, 2011
Bonded Thru Notary Public Underwriters

STATE OF FLORIDA
COUNTY OF OKALOOSA

BILL OF SALE

THIS INSTRUMENT executed effective this 10th of December, 2008, by John G. Gronning and Carl S. Napoli, hereafter called "Sellers", to the City of Destin, a Florida municipality, hereinafter called "Buyer".

WITNESSETH:

WHEREAS, Sellers are the owner and holder of the personal property described in Exhibit "A" attached hereto and incorporated by reference; and located at 209 Beach Drive, Destin, Florida 32541.

WHEREAS, Buyer is purchasing the above described personal property, and Sellers wish to transfer title to all of the above described personal property to Buyer; now, therefore,

KNOW ALL MEN BY THESE PRESENTS that Sellers, for and in consideration of the payment of Ten Dollar ($10.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and transfer and deliver to Buyer the tangible personal property described in Exhibit "A" attached hereto and incorporated by reference.

Sellers warrant that Sellers are the lawful owner in every respect of all the herein described personal property and that it is free and clear of any and all liens, security agreements, encumbrances, claims, demands, and charges of every kind and character.

Sellers hereby bind Sellers, and the successors and assigns of Sellers, to warrant and defend the title to all herein described personal property unto Buyer, Buyer's successors and assigns, forever, against every person whomsoever lawfully claiming or attempting to claim such herein described personal property or any part thereof.

IN WITNESS WHEREOF, the parties have hereunto affixed their hands and seals this 10th day of December, 2008.

WITNESS:

Printed Name: Michael E. McQuillen

John G. Gronning

Printed Name: J. Jerome Miller

WITNESS:

Printed Name: Michael E. McQuillen

Carl S. Napoli

Printed Name: J. Jerome Miller

STATE OF FLORIDA
COUNTY OF OKALOOSA

The foregoing was acknowledged before me this 10th day of December, 2008, by John G. Gronning and Carl S. Napoli, who are personally known to me.

(SEAL)

J. JEROME MILLER
Notary Public

This instrument was prepared by
J. JEROME MILLER
Attorney at Law
415 Mountain Dr., Suite 3
Destin, Florida 32541

J. JEROME MILLER
MY COMMISSION # DD 684224
EXPIRES: June 11, 2011
Bonded Thru Notary Public Underwriters

(Phase I)

ADDENDUM TO CONTRACT FOR PURCHASE

Exchangor:	John C. Gronning
Purchaser:	City of Destin, Florida
Relinquished Property Description:	Undivided 50% interest in See Attached Exhibit "A"

John C. Gronning , (Exchangor), and **City of Destin, Florida ,** (Purchaser) herein agree that this is Phase I of a tax-deferred, like-kind exchange of real property pursuant to Section 1031 of the Internal Revenue Code as regards to the Exchangor. Exchangor and Purchaser further agree that this contract may be assigned to an Intermediary for purposes of said exchange.

Purchaser shall cooperate in effecting the 1031 Exchange at no additional expense or liability to Purchaser.

EXCHANGOR:

John C. Gronning
Dated: December 10, 2008

PURCHASER:
City of Destin, Florida

BY: _____
Name: GREGORY P. KISELA
Title: City Manager

Dated: December 10, 2008

BUYER'S COMPLIANCE AGREEMENT

STATE OF FLORIDA
COUNTY OF OKALOOSA

DATE: December 10, 2008

BUYER(S): CITY OF DESTIN, a Florida Municipal Corporation

SELLER(S) Carl S. Napoli and John C. Gronning

PROPERTY: 209 Beach Drive, Destin, Florida 32541

CLOSING AGENT: J. JEROME MILLER

FILE NO.: 8.0034

The undersigned Buyer for and in consideration of the above referenced Closing Agent this date processing the closing of the above referenced property agrees, if requested by Closing Agent, to fully cooperate and adjust for clerical errors, in any and all closing documentation, if deemed necessary or desirable in the reasonable discretion of Closing Agent.

The undersigned Buyer does hereby so agree and so covenant in order to assure that the closing documentation executed will conform and be acceptable in the market place in the instance of transfer, sale or conveyance.

In the event legal action is brought to enforce the covenants contained herein, the prevailing party in such action shall be entitled to the recovery of attorney fees and costs incurred therein.

Executed this 10th day of December, 2008.

WITNESS:

Printed Name: Michael E. McQuillen

Printed Name: J. Jerome Miller

CITY OF DESTIN

Buyer
By: Gregory A. Kisela
Its: City Manager

STATE OF FLORIDA
COUNTY OF OKALOOSA

The foregoing instrument was acknowledged before me this 10th day of December, 2008, by GREGORY A. KISELA, as City Manager of the CITY OF DESTIN.

(Notarial Seal)

J. JEROME MILLER
MY COMMISSION # DD 684224
EXPIRES: June 11, 2011
Bonded Thru Notary Public Underwriters

Notary Public-State of _____
My Commission Expires: _____
Commission Number: _____

SELLER'S COMPLIANCE AGREEMENT

STATE OF FLORIDA
COUNTY OF OKALOOSA

DATE: December 10, 2008

BUYER(S): City of Destin

SELLER(S) Carl S. Napoli and John C. Gronning

PROPERTY: 209 Beach Drive, Destin, FL 32541

CLOSING AGENT: J. JEROME MILLER

FILE NO.: 8.0034

The Seller for and in consideration of the above referenced Closing Agent this date processing the closing of the above referenced property agrees, if requested by Closing Agent, to fully cooperate and adjust for clerical errors, in any and all closing documentation, if deemed necessary or desirable in the reasonable discretion of Closing Agent.

The undersigned Seller does hereby so agree and so covenant in order to assure that the closing documentation executed will conform and be acceptable in the market place in the instance of transfer, sale or conveyance.

In the event legal action is brought to enforce the covenants contained herein, the prevailing party in such action shall be entitled to the recovery of attorney fees and costs incurred therein.

Executed this 10th day of December, 2008.

WITNESS
Printed Name: Michael E. McQuillen

Carl S. Napoli

WITNESS
Printed Name: J. Jerome Miller

John C. Gronning

STATE OF FLORIDA
COUNTY OF OKALOOSA

SWORN TO AND SUBSCRIBED before me this 10th day of December, 2008, by Carl S. Napoli and John C. Gronning, who are personally known to me or who have produced a driver's license as identification, who did take an oath.

(Notarial Seal)

J. JEROME MILLER
MY COMMISSION # DD 684224
EXPIRES: June 11, 2011
Bonded Thru Notary Public Underwriters

Notary Public-State of Florida
My Commission Expires: _____
Commission Number: _____

ASSIGNMENT, ACCEPTANCE AND NOTICE

PURCHASE AGREEMENT

THIS ASSIGNMENT, ACCEPTANCE AND NOTICE (this "Assignment") is made this December 10, 2008, between **John C. Gronning** , ("Assignor"), **American Real Estate Exchange Services, Inc.**, ("Assignee"), and **City of Destin, Florida** , ("Recipients").

RECITALS

WHEREAS, Assignor and Recipients entered into that certain real estate purchase contract (the "Purchase Agreement"), dated 7 day of January 2008, between Assignor, as Seller, and Recipient, as Purchaser, for the purchase and sale of certain property located in Okaloosa County, Florida more particularly described as:

See Attached Exhibit "A", (the "Relinquished Property");
(50% undivided interest as to John C. Gronning)

WHEREAS, Assignor and Assignee have entered into an Exchange Agreement dated December 10, 2008, (the "Exchange Agreement"), in order to effect the transfer of the Relinquished Property and acquisition of certain replacement property as part of an integrated, interdependent transaction between Assignor and Assignee which qualifies as a like-kind exchange in accordance with Section 1031 of the Internal Revenue Code of 1986, as amended;

WHEREAS, Assignor wishes to assign the Purchase Agreement to Assignee, and Assignee has agreed to accept such assignment, on the terms and conditions contained herein pursuant to the Exchange Agreement; and

WHEREAS, Recipient consents to such assignment of the Purchase Agreement on the terms and conditions herein.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Assignment.** Subject to the conditions set forth in paragraph 2 below, (a) Assignor assigns, transfers and conveys to Assignee all of Assignor's right, title and interest in and to, but not the obligations under the Purchase Agreement, including any security deposit paid in connection with the Purchase Agreement, and (b) Recipient consents to such assignment. Nothing herein shall be deemed to be a waiver or modification of the obligations of Assignor to Recipient under the Purchase Agreement.

2. **Conditions.** The assignment described above shall be subject to the following conditions:
(a) title to the Relinquished Property shall be conveyed to Recipient by deed from Assignor;
(b) Assignor and Recipient release Assignee of and from any and all claims or causes of action either of them have or may have against Assignee as a result of Assignee's accepting and assignment of the Purchase Agreement;
(c) Recipient shall pay to Assignee the net proceeds due Assignor pursuant to the Purchase Agreement, in accordance with wiring instructions to be furnished prior to closing;
(d) Compliance by Assignor of the terms and conditions stated in the Exchange Agreement; and
(e) Assignee's review and approval of Assignor's closing instructions and any of the documents related to the transaction.

3. **Notice.** This Assignment shall constitute notice to Recipient within the meaning of Section 1.1031(k)-1(g)(4)(v) of the Regulations.

4. **Recipient's Remedies.** Recipient acknowledges that Assignee has not made any warranties or representations of any kind with regard to the Relinquished Property, and Recipient is not relying on any representations or information provided by Assignee and that any warranties or representations made in the Purchase Agreement or otherwise shall be deemed to be made directly by Assignor to Recipient and all rights or remedies arising therefrom shall be enforced directly against Assignor.

5. **Miscellaneous.** Except as expressly provided in this Agreement, the terms of the Purchase Agreement shall remain in full force and effect. This Assignment shall be binding on, and inure to the benefit of, the parties hereto and their successors and assigns. This Assignment may be executed in any number of counterparts and each shall be considered an original and together they shall constitute one agreement. Facsimile signatures on this Agreement shall be deemed original signatures.

WITNESS the following signatures:

ASSIGNOR:

John C. Gronning
Dated: December 10, 2008

ASSIGNEE:
American Real Estate Exchange Services, Inc.
BY:

Brett A. McCrary, President
Dated: December 10, 2008

RECIPIENTS:
City of Destin, Florida
BY: _____
Name: GREGORY A. KISELA
Title: C.M. MANAGER
Dated: December 10, 2008

DIRECT DEEDING INSTRUCTIONS – RELINQUISHED PROPERTY

John C. Gronning , ("Taxpayer") and American Real Estate Exchange Services, Inc. ("Facilitator"), have entered into an Exchange Agreement dated December 10, 2008, ("Exchange Agreement") involving the exchange of the property located in Okaloosa, Florida, more particularly described as:

Undivided 50% interest in
See Attached Exhibit "A", (the "Relinquished Property")

Upon or shortly after acquisition of the Relinquished Property, Facilitator intends to sell the Relinquished Property to City of Destin, Florida ("Recipients").

Accordingly, in order to save duplicate recording fees, escrow costs and other like charges, Facilitator hereby instructs Taxpayer and Taxpayer hereby agrees to execute a deed to the Relinquished Property in favor of Recipient. In addition, Taxpayer agrees to execute all bills of sale and assignments of leases, security deposits, trade names and other assets comprising the Relinquished Property which are necessary to close the transaction described herein directly in favor of Recipient.

The above transfers are part of an integrated, interdependent, mutual and reciprocal plan intended to effectuate an exchange by Taxpayer of a like-kind real properties pursuant to and in accordance with the provision of the Internal Revenue Code Section 1031 and to the extent applicable, state tax statutes.

American Real Estate Exchange Services, Inc.
By: _____
BRETT A. McCRARY, Its President
Dated: December 10, 2008

TAXPAYER:
_____
John C. Gronning
Dated: December 10, 2008

BUYER

City of Destin, Florida
BY: _____
Name: GREGORY A. KISELA
Title: City MANAGER
Dated: December 10, 2008

the loss or damage shall be payable within 30 days thereafter.

13. Subrogation Upon Payment or Settlement

(a) **The Fund's Right of Subrogation.**

Whenever The Fund shall have settled and paid a claim under this policy, all right of subrogation shall vest in The Fund unaffected by any act of the insured claimant.

The Fund shall be subrogated to and be entitled to all rights and remedies which the insured claimant would have had against any person or property in respect to the claim had this policy not been issued. If requested by The Fund, the insured claimant shall transfer to The Fund all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The insured claimant shall permit The Fund to sue, compromise or settle in the name of the insured claimant and to use the name of the insured claimant in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the insured claimant, The Fund shall be subrogated to these rights and remedies in the proportion which The Fund's payment bears to the whole amount of the loss.

If loss should result from any act of the insured claimant, as stated above, that act shall not void this policy, but The Fund, in that event, shall be required to pay only that part of any losses insured against by this policy which shall exceed the amount, if any, lost to The Fund by reason of the impairment by the insured claimant of The Fund's right of subrogation.

(b) **The Fund's Rights Against Non-insured Obligors.**

The Fund's right of subrogation against non-insured obligors shall exist and shall include, without limitation, the rights of the insured to indemnities, guaranties, other policies of insurance or bonds, notwithstanding any terms or conditions contained in those instruments which provide for subrogation rights by reason of this policy.

14 Arbitration

Unless prohibited by applicable law, arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association may be demanded if agreed to by both The Fund and the insured. Arbitrable matters may include, but are not limited to, any controversy or claim between The Fund and the insured arising out of or relating to this policy, and service of The Fund in connection with its issuance or the breach of a policy provision or other obligation. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from The Fund upon request.

15. Liability Limited to this Policy; Policy Entire Contract

(a) This policy together with all endorsements, if any, attached hereto by The Fund is the entire policy and contract between the insured and The Fund. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the title to the estate or interest covered hereby or by any action asserting such claim, shall be restricted to this policy.

(c) No amendment of or endorsement to this policy can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, or Agent of The Fund.

16. Severability

In the event any provision of the policy is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision and all other provisions shall remain in full force and effect.

17. Notices, Where Sent

All notices required to be given The Fund and any statement in writing required to be furnished The Fund shall include the number of this policy and shall be addressed to The Fund at its principal office at Post Office Box 628600, Orlando, Florida 32862-8600.

OWNER'S
TITLEINSURANCE
POLICY

Attorneys'
Title Insurance Fund,
Inc.

ORLANDO, FLORIDA



For information about coverage or assistance in resolving complaints, call 407-240-3863.

Offices at
6545 Corporate Centre Boulevard
Orlando, FL 32822
(407) 240-3863 • (800) 336-3863

OWNER'S TITLE INSURANCE POLICY

Attorneys' Title Insurance Fund, Inc.

ORLANDO, FLORIDA

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, ATTORNEYS' TITLE INSURANCE FUND, INC., a Florida corporation, herein called The Fund, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land.

The Fund will also pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations.

In Witness Whereof, ATTORNEYS' TITLE INSURANCE FUND, INC. has caused this policy to be signed and sealed as of Date of Policy shown in Schedule A, the policy to become valid when countersigned by an authorized signatory.

ATTORNEYS' TITLE INSURANCE FUND, INC. CORPORATE SEAL FLORIDA

Attorneys' Title Insurance Fund, Inc.

By _____

Charles J. Kovaleski
President

SERIAL

OPM - 2815640

FUND OWNER'S POLICY

Schedule A

Policy No.: OPM-2815640
Effective Date: December 11, 2008 *at* 8:29 AM

Fund File Number 43-2008-98
Agent's File Reference: 8.0034

Amount of Insurance: $4,397,500.00

1. *Name of Insured:*

   The City of Destin, a Florida Municipal Corporation

2. ***The estate or interest in the land described herein and which is covered by this policy is a fee simple and is at the effective date hereof vested in the named insured as shown by instrument recorded in O.R. Book*** 2868, ***Page*** 1206, ***of the Public Records of*** Okaloosa ***County, Florida.***

3. ***The land referred to in this policy is described as follows:***

   Commencing at the intersection of the North line of U.S. Highway 98 and the East line of Calhoun Subdivision; proceed North 00 degrees 38 minutes West 1342.05 feet, along said East line, to a concrete monument; thence continue North 00 degrees 38 minutes West 220.0 feet; thence South 83 degrees 14 minutes East 140.7 feet to the Point of Beginning of the land herein described; thence continue South 83 degrees 14 minutes East 1067.4 feet to the West side of Beach Drive; thence North 5 degrees 24 minutes 30 seconds West 208.7 feet, along Beach Drive; thence North 83 degrees 14 minutes West 1049.9 feet; thence South 0 degrees 38 minutes East 205.7 feet to the Point of Beginning.

AGENT NO.: 752100
ISSUED BY: J. Jerome Miller

MAILING ADDRESS:

415 Mountain Drive
Suite 3
Destin, FL 32541

AGENT'S SIGNATURE J. Jerome Miller

Rev.1.0

FUND OWNER'S POLICY
Schedule B

Policy No.: OPM-2815640

Agent's File Reference: 8.0034
Fund File Number 43-2008-98

This policy does not insure against loss or damage by reason of the following exceptions:

1. Taxes for the year of the effective date of this policy and taxes or special assessments which are not shown as existing liens by the public records.

2. Rights or claims of parties in possession not shown by the public records.

3. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the premises.

4. Easements or claims of easements not shown by the public records.

5. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

6. Any adverse ownership claim by the State of Florida by right of sovereignty to any portion of the lands insured hereunder, including submerged, filled and artificially exposed lands, and lands accreted to such lands.

Items 2-6 are hereby deleted.

7. Easement contained in instrument recorded under O.R. Book 148, Page 99, Public Records of Okaloosa County, Florida.

8. Rights of tenants under unrecorded leases.



Attorneys' Title Insurance Fund, Inc.
Privacy Policy Notice

PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of Attorneys' Title Insurance Fund, Inc.

1. *INFORMATION WE COLLECT:*

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you, such as on applications or other forms.
- Information about your transactions we secure from our files, or from our affiliates or others.
- Information we may receive from a consumer reporting agency.
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

2. *INFORMATION WE DISCLOSE TO THIRD PARTIES AS PERMITTED BY LAW:*

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

3. *OUR PRACTICES REGARDING INFORMATION CONFIDENTIALITY AND SECURITY:*

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

ANCHORS ◆ SMITH ◆ GRIMSLEY
A PROFESSIONAL LIMITED COMPANY
ATTORNEYS AND COUNSELORS AT LAW
909 MAR WALT DRIVE, SUITE 1014
FORT WALTON BEACH, FL 32547-6711
(850) 863-4064 (850) 862-1138 FAX (850) 664-5728 FAX
WWW.ASGLEGAL.COM

C. LEDON ANCHORS
STEVEN B. BAUMAN*
C. JEFFREY MCINNIS
RICHARD P. PETERMANN+
TIMOTHY W. SHAW

MICHAEL A. FLOWERS**
SHIRAZ A. HOSEIN
N. GRESHAM FOSTER, L.L.M.
KYLE S. BAUMAN
MICHAEL R. GOODSON++

* FLORIDA SUPREME COURT CERTIFIED CIRCUIT AND APPELLATE MEDIATOR
\+ ALSO ADMITTED IN WYOMING & ALABAMA
** FORMER CIRCUIT JUDGE
++ FLORIDA SUPREME COURT CERTIFIED FAMILY LAW MEDIATOR

December 20, 2022

Via USPS
City of Destin, Florida
4200 Indian Bayou Trail
Destin, FL 32541
Lance A. Johnson, City Manager

RE: Anna Street & Benning Drive
Our File #: 22-0074CJM / City of Destin / George Winton

Dear Mr. Johnson:

Enclosed please find the following documents concerning the above referenced transaction:

1. Original Owners's Title Policy # 5011412-1092275e
2. Original Recorded Warranty Deed

Please put these documents away for safe keeping. It was a pleasure assisting you with this transaction. Should you have any questions, or if we can provide you with any assistance in the future, please call us.

Sincerely,

ANCHORS SMITH GRIMSLEY, PLC

Jill Bryant
Real Estate Closing Administrator for
C. Jeffrey McInnis, Esq.
Direct line: 850-362-7217
Email: jbryant@asglegal.com

Enclosures

First American	Owner's Policy of Title Insurance
Schedule A	ISSUED BY **First American Title Insurance Company** POLICY NUMBER **5011412-1092275e**

Name and Address of Title Insurance Company:
FIRST AMERICAN TITLE INSURANCE COMPANY, 1 First American Way, Santa Ana, California 92707

Customer Reference Number: 22-0074CJM
First American File Number: 1054-6104736

Address Reference: ANNA STREET AND BENNING DRIVE, DESTIN, FL 32541

Amount of Insurance: $692,000.00 Premium: $3,535.00

Date of Policy: December 08, 2022 at 11:22 a.m.

1. Name of Insured:

   The City of Destin, Florida

2. The estate or interest in the Land that is insured by this policy is:

   Fee Simple

3. Title is vested in:

   The City of Destin, Florida, a Florida municipal corporation

4. The Land referred to in this policy is described as follows:

See Exhibit "A" attached hereto and made a part hereof

Anchors Smith Grimsley, Professional, Limited Company

By: _____
Authorized Countersignature
(This Schedule A valid only when Schedule B is attached)



First American Exhibit A	ISSUED BY **First American Title Insurance Company** POLICY NUMBER **5011412-1092275e**

Agent File Number: 22-0074CJM
FAST File Number: 1054-6104736

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

Lot 2, SUMMERFELL AT OLD TOWN, according to the plat recorded in Plat Book 29, Page 43 of the Public Records of Okaloosa County, Florida formerly being a portion of property as described in Book 950, Page 594.

First American	Owner's Policy of Title Insurance ISSUED BY **First American Title Insurance Company** POLICY NUMBER **5011412-1092275e**
Schedule B	

Customer Reference Number: 22-0074CJM
First American File Number: 1054-6104736

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

1. Any rights, interests, or claims of parties in possession of the land not shown by the public records.

2. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the land.

3. Any lien, for services, labor, or materials in connection with improvements, repairs or renovations provided before, on, or after Date of Policy, not shown by the public records.

4. Any dispute as to the boundaries caused by a change in the location of any water body within or adjacent to the land prior to Date of Policy, and any adverse claim to all or part of the land that is, at Date of Policy, or was previously under water.

5. Taxes or special assessments not shown as liens in the public records or in the records of the local tax collecting authority, at Date of Policy.

6. Any minerals or mineral rights leased, granted or retained by current or prior owners.

7. Taxes and assessments for the year 2023 and subsequent years, which are not yet due and payable.

8. Restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of SUMMERFELL AT OLD TOWN, as recorded in Plat Book 29, Page(s) 43, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

9. Restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of CALHOUNS SUBDIVISION OF ADDITION TO DESTIN, as recorded in Plat Book 2, Page(s) 43-A, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

Note: All of the recording information contained herein refers to the Public Records of OKALOOSA County, Florida, unless otherwise indicated. Any reference herein to a Book and Page or Instrument Number is a reference to the Official Record Books of said county, unless indicated to the contrary.

NOTE: Exception(s) numbered 1-6 above is/are hereby deleted.

Agent File Number: 22-0074CJM
Issuing Office File Number: 1054-6104736

Note: All of the recording information contained herein refers to the Public Records of OKALOOSA County, Florida , unless otherwise indicated. Any reference herein to a Book and Page is a reference to the Official Record Books of said county, unless indicated to the contrary.

Notices - Where Sent

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Company, Attention: Claims Department, 1 First American Way, Santa Ana, CA 92707.

Service, Quality and Availability

First American Title Insurance Company cares about its customers and their ability to obtain information and service on a convenient, timely and accurate basis. A qualified staff of service representatives is dedicated to serving you. A toll-free number is available for your convenience in obtaining information about coverage and to provide assistance in resolving complaints at 1-800-929-7186. Office hours are from 8:30 a.m. through 5:30 p.m. Monday through Friday.

First American Title™	Owner's Policy of Title Insurance (with Florida modifications)
	ISSUED BY **First American Title Insurance Company**
Owner's Policy	POLICY NUMBER **5011412-1092275e**

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, **FIRST AMERICAN TITLE INSURANCE COMPANY**, a Nebraska corporation (the "Company") insures, as of Date of Policy against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
   (a) A defect in the Title caused by
      (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
      (ii) failure of any person or Entity to have authorized a transfer or conveyance;
      (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
      (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
      (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
      (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
      (vii) a defective judicial or administrative proceeding.
   (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
   (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.

(Covered Risks Continued on Page 2)

In Witness Whereof, First American Title Insurance Company has caused its corporate name to be hereunto affixed by its authorized officers as of Date of Policy shown in Schedule A.

First American Title Insurance Company

Kenneth D. DeGiorgio, President

Greg L. Smith, Secretary

For Reference:

File #: 22-0074CJM
Policy #: 5011412-1092275e

Issued By:

Anchors Smith Grimsley, Professional Limited Company
909 Mar Walt Drive, Suite 1014
Fort Walton Beach, FL 32547

(This Policy is valid only when Schedules A and B are attached)

This jacket was created electronically and constitutes an original document

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5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
   (a) the occupancy, use, or enjoyment of the Land;
   (b) the character, dimensions, or location of any improvement erected on the Land;
   (c) the subdivision of land; or
   (d) environmental protection
   if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective
   (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
   (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
      (i) to be timely, or
      (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
      (i) the occupancy, use, or enjoyment of the Land;
      (ii) the character, dimensions, or location of any improvement erected on the Land;
      (iii) the subdivision of land; or
      (iv) environmental protection;
      or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
   (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
   (a) created, suffered, assumed, or agreed to by the Insured Claimant;
   (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   (c) resulting in no loss or damage to the Insured Claimant;
   (d) attaching or created subsequent to Date of Policy; or
   (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
   (a) a fraudulent conveyance or fraudulent transfer; or
   (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

(a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.

(b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.

(c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.

(d) "Insured": The Insured named in Schedule A.

(i) The term "Insured" also includes

(A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;

(B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;

(C) successors to an Insured by its conversion to another kind of Entity;

(D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title

(1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,

(2) if the grantee wholly owns the named Insured,

(3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or

(4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.

(ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.

(e) "Insured Claimant": An Insured claiming loss or damage.

(f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.

(g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.

(h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.

(i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.

(j) "Title": The estate or interest described in Schedule A.

(k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

(a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.

(b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

(c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

(a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

(b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

(b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

(i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

(ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

(a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of

(i) the Amount of Insurance; or

(ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.

(b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,

(i) the Amount of Insurance shall be increased by 10%, and

(ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.

(c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

(a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.

(c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

(a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

(b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Unless prohibited by applicable law, arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association may be demanded if agreed to by both the Company and the Insured at the time of a controversy or claim. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, and service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made, or, at the option of the Insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the Land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

(a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim whether or not based on negligence shall be restricted to this policy.

(c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.

(d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

(a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

(b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at **First American Title Insurance Company, Attn: Claims National Intake Center, 1 First American Way, Santa Ana, California 92707. Phone: 888-632-1642**

Recording Fee: $ 18.50
Documentary Stamps: $ 4844.00

THIS INSTRUMENT PREPARED BY:
C. JEFFREY MCINNIS, Attorney at Law
ANCHORS SMITH GRIMSLEY, PLC
909 Mar Walt Drive, Suite 1014
Fort Walton Beach, Florida 32547
(850) 863-4064
File No. 22-0074CJM

E-RECORDED Instr. # 3594999
Okaloosa County, FL
O.R. Book 3654 Page 1163
Date 12/8/2022 Time 11:22 Am

STATE OF FLORIDA)
COUNTY OF OKALOOSA)

WARRANTY DEED

THIS WARRANTY DEED is made effective the 8th day of December, 2022, by **GEORGE B. Winton, a married person** whose post office address for purposes hereof is 1917 Millbrook Dr, Johnson City, TN 37604-1485, (hereinafter called "Grantor"), to **The City of Destin, Florida, a Florida municipal corporation,** whose post office address for purposes hereof is 4200 Indian Bayou Trail, Destin, FL 32541, (hereinafter called "Grantee):

WITNESSETH: That Grantor, for and in consideration of the sum of Ten and No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, and Grantees successors and assigns forever, all that certain land located in **Okaloosa County, State of Florida,** more particularly described as follows:

Lot 2, SUMMERFELL AT OLD TOWN, according to the plat recorded in Plat Book 29, Page 43, of the Public Records of Okaloosa County, Florida, formerly being a portion of the property as described in Book 950, page 594

PARCEL ID NO. 00-2S-22-5555-0000-0020

The land described herein is not the Homestead of the grantor(s), and neither the grantor(s) nor the grantor(s) spouse, nor anyone for whose support the grantor(s) is responsible, resides on or adjacent to said land.

SUBJECT to covenants, restrictions, easements, reservations and other matters of record, if any now exist, which are not hereby reimposed.

TOGETHER WITH all and singular rights, privileges, hereditaments, and appurtenances to the Real Estate belonging or in any wise incident to appertaining thereto (collectively, the "Property").

TO HAVE AND TO HOLD, the same unto the said Grantee in fee simple forever.

AND Grantor hereby covenants with Grantee that Grantor is lawfully seized of said land in fee simple; that Grantor has good right and lawful authority to sell and convey said land; that Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever, and that said land is free of all encumbrances, except as otherwise stated herein and except taxes accruing subsequent to December 31, 2022.

IN WITNESS WHEREOF, Grantor has signed and sealed these presents effective for all purposes as of the day and year first above written.

Signed, sealed and delivered in our presence:

Witness #1: _____
(Witness Sign Above Line)
Printed Name: Kevin Vines

Witness #2: _____
(Witness Sign above Line)
Printed Name: Renee Verran

_____
George B. Winton

JANE A EUSTICE
STATE OF TENNESSEE NOTARY PUBLIC
WASHINGTON COUNTY

STATE OF TENNESSEE)
COUNTY OF Washington)

The foregoing instrument was acknowledged before me by means of (✓) physical presence or ( ) online notarization this 10 day of December, 2022, by George B. Winton

____ who is personally known to me OR

✓ who has produced a drivers license as proper identification and who did not take an oath.

_____
(NOTARY SEAL)

NOTARY PUBLIC
My Commission Expires: 2/25/25

ITEM # 2025-511

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: June 16, 2025
TYPE OF AGENDA ITEM: Ordinance
AGENDA OUTLINE NUMBER: 5.C.

TO: City Council

THRU: Larry Jones , City Manager
Kimberly Kopp, City Attorney

FROM: Noell Bell, Chief Building Official
David Prichard, Community Development Director

DATE: June 6, 2025

SUBJECT: First Reading Ordinance 24-17-CC Property Maintenance Code - Amending Chapter 6 of the Code of Ordinances to create a new Article 5, "Property Maintenance Code."

I. BACKGROUND: Article 20.06.00 of the **Land Development Code (LDC) – Unsafe Building Abatement** was adopted in 2015 and was modeled from the **1985 Standard Unsafe Building Abatement Code**. Staff finds that these regulations do not fully capture all elements of public health, safety, welfare and the preservation of neighborhoods, as they apply only to structures and do not address a property's general site conditions. Due to the limits of these regulations, the City's Code Compliance efforts are limited.

Therefore, staff is seeking to expand the regulations to include the property as a whole, including exterior elements (yard).

II. DISCUSSION: The purpose of the Property Maintenance Code is to ensure properties and structures maintain the regulations of the Land Development Code and Florida Building Codes AFTER the issuance of a Certificate of Occupancy or Certificate of Completion. It is NOT the intent of the City to drop in and conduct inspections on a regular basis on any property in Destin without due cause. The Property Maintenance Code is to focus on Changes of Use, problematic, damaged or dilapidated structures and properties that may become blighted, unkept or determined to be unsafe to occupants, or the general welfare of the public.

Meeting History:

- **LPA October 3, 2024:** LPA had originally recommended the City Council approve Ordinance 24-17-CC.

- **City Council October 21, 2024**: Staff presented Ordinance 24-17-CC and the Council made a substitute motion to refer the item back to the LPA for a workshop.
- **LPA January 16, 2025:** It was discussed for the members to read through the Proposed Code and bring back further recommendations to the current written language for discussion.
- **LPA February 6, 2025:** Staff found it best to share the Word version of the Ordinance with the members so they could provide their direct edits or recommended changes to the code as presented.
- **LPA March 6, 2025**: Staff incorporated LPA feedback and made the suggested edits to the proposed **Property Maintenance Code Ordinance.**
- **LPA May 15, 2025:** LPA recommendation for City Council to approve ordinance 24-17-CC passed. (4-0)

The Property Maintenance Code has been revised accordingly and contains the following topics:

SCOPE: The provisions of this code apply to all existing residential and non-residential structures and all existing *premises* and constitute minimum requirements and standards for *premises*, structures, equipment and facilities.

PURPOSE: The purpose of this code is to establish minimum requirements to provide a reasonable level of health, safety, property protection and general welfare insofar as they are affected by the continued occupancy and maintenance of structures and premises. Existing structures and premises that do not comply with these provisions shall be altered or repaired to provide a reasonable minimum level of code standards, health, safety and general welfare as required herein.

GENERAL REQUIREMENTS:

- Govern the minimum conditions and responsibilities of owners for maintenance of structure, equipment and exterior property. Some items of note, include but are not limited to:
  - Premises and exterior property shall be maintained free from weeds or excess grass growth of NINE (9) inches.
  - Provides increased ability for abatement. Current Code allows for abatement of unsafe structures. PMC authorizes abatement for additional violations including accumulation of trash, overgrown weeds/grass, etc.

- **Incorporated into the Property Maintenance Code from the LDC**
  - Unsafe Building Abatement, LDC 20.06.00
  - Conserve Established Residential Neighborhoods, LDC 09.05.00, B. Public Nuisance

A. Link to Strategic Goals / Objectives: II. Enhanced Quality of Life and safety for Families

B. Effect on Budget (EOB): n/a
C. Level of Service (LOS): n/a
D. Legislative Sponsor:
E. Business Impact Statement:

III. CONCLUSION:

- The primary objective is to protect **public health, safety, and welfare**, maintaining code standards for **residential and commercial properties**.
- The code aims to **preserve neighborhoods and commercial areas**, ensuring properties remain **safe and well-maintained.**
- The proposed move from the LDC to the Code of Ordinances is **a logical and necessary change**.
- The **Property Maintenance Code** is well-structured and aligns with industry standards (ICC 2024), ensuring **long-term safety and maintenance** for all properties in Destin.

IV. RECOMMENDED MOTION: I move that City Council approve **Ordinance 24-17-CC Property Maintenance Code** on First reading.

Attachments:

1. Business Impact Statement 24-17-CC
2. Property Maintenance Code Ordinance 24-17-CC

Community Development Department

4100 Indian Bayou Trail | Destin, FL 32541 | Phone: 850-654-1119|www.cityofdestin.com

Business Impact Statement for Proposed Ordinance 24-17-CC

1. Summary of proposed Ordinance 24-17-CC

An Ordinance creating an Article V in the Code of Ordinance under Chapter 2 for Property Maintenance Code in order to uphold property standard for Building and Housing Codes for existing development and undeveloped properties.

2. Estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the city.

a. Estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted.

If a property is found in violation and does not remedy the violation, they will be issued a Notice of Hearing to appear before a Magistrate, which will impose an administration fee of up to $500.00.

b. Identification of any new charge or fee on businesses subject to the proposed ordinance or for which businesses will be financially responsible.

None.

c. An estimate of the City's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs.

None.

3. A good faith estimate of the number of businesses likely to be impacted by the ordinance.

Unknown.

4. Any additional information the board determines may be useful.

None.

ORDINANCE NO. 24-17-CC

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA; AMENDING CHAPTER 6 OF THE CODE OF ORDINANCES TO CREATE A NEW ARTICLE 5, "PROPERTY MAINTENANCE CODE"; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR INCORPORATION INTO THE CODE OF ORDINANCES; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

SECTION 1. AUTHORITY.

The authority for enactment of this Ordinance is Article 1, Section l.0l (b) of the City Charter and Section 166.021, Florida Statutes.

SECTION 2. FINDINGS OF FACT.

WHEREAS, the City Council in providing for the quality of life, health, safety and welfare of its citizens finds that the City should create a property maintenance code and

WHEREAS, the City Council desires amend the Code of Ordinances relating to adopt a property maintenance code; and

WHEREAS, City Council has determined that this ordinance is consistent with the adopted comprehensive plan and is in the best interests of the City and its citizens; and

WHEREAS, a public hearing has been conducted after due public notice by the Local Planning Agency and its recommendations reported to the City Council; and

WHEREAS, a public hearing has been conducted by the City Council after due public notice.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA, AS FOLLOWS:

NOTE: Language in all sections of this ordinance that is ~~strike-thru~~ is language proposed to be deleted, <u>underline language</u> is language to be added, language that is not in strike-thru or underlined is not to be changed. The symbol * represents sections of the Code of Ordinances that have been skipped and remain unchanged.**

SECTION 3. AMENDMENTS TO CHAPTER 6, CITY CODE OF ORDINANCES.

Chapter 6 of the Code of Ordinances is hereby amended as follows:

***

Chapter 6 – BUILDINGS AND BUILDING REGULATIONS

***

ARTICLE V. – PROPERTY MAINTENANCE CODE

PART 1 - SCOPE AND ADMINISTRATION

SECTION 101
SCOPE AND GENERAL REQUIREMENTS

101.1 Title.
These regulations shall be known as the Property Maintenance Code of **CITY OF DESTIN**, hereinafter referred to as "this code."

101.2 Scope.
The provisions of this code shall apply to all existing residential and nonresidential structures and all existing premises and constitute minimum requirements and standards for premises, structures, equipment and facilities.

101.3 Purpose.
The purpose of this code is to establish minimum requirements to provide a reasonable level of health, safety, property protection and general welfare insofar as they are affected by the continued occupancy and maintenance of structures and premises. Existing structures and premises that do not comply with these provisions shall be altered or repaired to provide a reasonable minimum level of health, safety and general welfare as required herein.

101.4 Severability.
If a section, subsection, sentence, clause or phrase of this code is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this code.

SECTION 102
APPLICABILITY

102.1 Maintenance.
Equipment, systems, devices and safeguards required by this code or a previous regulation or code under which the structure or premises was constructed, altered or repaired shall be maintained in good working order. An owner, owner's authorized agent, operator or occupant shall not cause any service, facility, equipment or utility that is required under this section to be removed from, shut off from or discontinued for any occupied dwelling, except for such temporary interruption as necessary while repairs or alterations are in progress. The requirements of this code are not intended to provide the basis for removal or abrogation of fire protection and safety systems and devices in existing structures. Except as otherwise specified herein, the owner or the owner's authorized agent shall be responsible for the maintenance of buildings, structures and premises.

102.2 Application of other codes.
Repairs, additions or alterations to a structure, or changes of occupancy, shall be done in accordance with the procedures and provisions of the Land Development Code, Code of Ordinances, Florida Building Code, Florida Existing Building Code, Florida Energy Conservation Code, Florida Fire Code, Florida Fuel Gas Code, Florida Mechanical Code, Florida Residential Code, Florida Plumbing Code and NFPA 70 – National Electrical Code (NEC).

102.3 Existing remedies.
The provisions in this code shall not be construed to abolish or impair the City's existing remedies relating to the removal or demolition of any structure that is dangerous, unsafe or insanitary.

102.4 Requirements not covered by code.
Requirements necessary for the strength, stability or proper operation of an existing fixture, structure or equipment, or for the public safety, health and general welfare, not specifically covered by this code, shall be determined by the code official.

102.5 Other laws.
The provisions of this code shall not be deemed to nullify any provisions of local, state or federal law.

PART 2 – ADMINISTRATION AND ENFORCEMENT

SECTION 103
CODE OFFICIAL

103.1 Code Official
The City Building Official and City Building Official's designee is also referred to as the code official.

SECTION 104
FEES

104.1 Fees.
The fees for activities and services performed by the department in carrying out its responsibilities under this code shall be as established by the City Council.

SECTION 105
DUTIES AND POWERS OF THE CODE OFFICIAL

105.1 General.
The code official is hereby authorized and directed to enforce the provisions of this code. The code official, in his or her discretion, may authorize City Code Compliance staff to enforce the provisions of this code under his or her supervision.

105.2 Determination of compliance.
The code official (in consultation with and the Fire Official, where applicable) shall determine compliance with this code and render interpretations of this code. The code official shall not waive requirements specifically provided for in this code or other applicable codes and ordinances. In determination of a violation of this code or an Unsafe Building the official code shall include a statement indicating the

building or structure has been declared unsafe by the City and a detailed report documenting the conditions determined to have rendered the building or structure unsafe under the Code and shall be signed by the Building Official. Such a determination shall be forwarded to the Code Enforcement Officer for further action according to the following procedures, and the procedures in Chapter 14, Article III, Code Enforcement Board; Special Magistrate.

105.3 Right of Entry.

When the Code Official or Fire Official or their designee has reasonable cause to believe that there exists in a structure or on any premises a condition that is contrary to or in violation of this code that makes the structure or premises unsafe, dangerous or hazardous, the code official is authorized to enter the structure or premises at all reasonable times to inspect or perform the duties imposed by this code.

a. When entering a building, structure or property that is occupied, the official(s) shall first identify themselves, present proper credentials and request entry.

b. If the building, structure or property is unoccupied, the official(s) shall make a reasonable effort to locate the owner or other persons having charge of the building and demand entry.

c. If the official(s) are unable to obtain authorization to enter and inspect a building, structure or property, the officials may enter and inspect such building, structure or property by any other lawful means, including through the inspection warrant process as provided in Chapter 933, Florida Statutes.

105.4 Disconnect of Utilities.

The Building Official shall have the authority to authorize disconnection of utility service to any structure where necessary to eliminate an immediate hazard to life or property or when such utility connection is made without proper authorization. The Building Official shall notify the serving utility and, whenever possible, the owner or occupant of the structure, of the decision to disconnect such service prior to taking such action. The Building Official shall use best efforts to determine those instances where service is connected to more than one customer to avoid unintentional disconnection of utilities of innocent third parties.

105.5 Imminent Danger.

Regardless of whether notice has been issued by the code officer, the Building Official is authorized to take the following emergency measures where, in the opinion of the Building Official, there is imminent danger of fire, failure, or collapse of a building or structure which endangers life, or when any portion of a structure has fallen and life is endangered by the occupation of the structure, or when there is actual or potential danger to the structure's occupants or those in proximity because of explosives, explosive fumes or vapors, or the presence of toxic fumes, gases or materials:

a. Disconnection of utility service as provided hereinabove.
b. Order and require that the occupants vacate the building, structure or property immediately.
c. Posting the building, structure or property at each entrance informing all persons that it is unlawful for any person to enter the building, structure or property except for the purpose of securing the building or structure, making an inspection, making required repairs, removing the

hazardous condition, cleanup or remediation of hazardous materials or toxic substances, or for demolition and removal.

d. Temporarily close or board up buildings or structures against further entry, or order to close sidewalks, streets, public rights-of-way, and places adjacent to such buildings, structures or property.

e. When there is an imminent danger due to the condition of the building, structure or property, order emergency work to reduce or eliminate such condition to be performed by the property owner, or if the owner fails to perform such work within such reasonable time as specified by the Building Official, take such steps as are necessary to eliminate such condition and present such costs to the Code Enforcement Board or Special Magistrate for an Order authorizing the placement of a lien to be recorded against the property for the costs of such work if the finding of imminent danger is confirmed by the code compliance hearing.

105.6 Notices and orders.

The code official (or code compliance staff as directed by the code official), shall issue all necessary notices or orders to ensure compliance with this code, in accordance with Chapter 162, Florida Statutes.

105.7 Method of service.

Such notice shall be deemed to be properly served where a copy thereof is served in accordance with Chapter 162, Florida Statutes.

SECTION 106
VIOLATIONS

106.1 Notice of violation.

The code compliance officer, upon receiving a determination of a violation from the code official, shall serve a notice of violation or order in accordance with Chapter 162, Florida Statutes, and shall include the following:

(1) The street address or location on which road, if no address is assigned and the property I.D. of the structure, building or property.

(2) If it's a determination of an unsafe structure, the Determination of Unsafe Structure by the Code Official shall be included in its entirety.

(3) A statement advising that if the following required actions, as determined by the code official, are not commenced within or completed by the time specified, the matter will be referred to the Code Enforcement Board or Special Magistrate for a hearing, which may result in a finding of violation and an order imposing fine and costs and requiring that the building, structure or property will be repaired or ordered vacated and, if applicable, demolished and all costs incurred, together with any accrued fines; and that the order imposing fine and costs may be filed in the public records, and as such, thereafter will constitute a lien against the land on which the violation exists and upon any other real or personal property owned by the violator.

a. If the building or structure is to be repaired, the notice shall require that all necessary permits be secured and the work commenced within 60 days and continue to completion within such time as allowed per code.

b. If the building or structure is to be vacated, the notice shall indicate the time within which vacation is to be completed and the building or structure secured against further occupancy, which time shall not exceed 30 days.

c. If the building or structure is to be demolished, the notice shall require that the premises be vacated within 30 days, and that all required permits for demolition be secured in 60 days and completed within such time as allowed per the Florida Building Codec.

(4) A statement that the Code Official has the authority to authorize disconnection of utility service to any structure where necessary to eliminate an immediate hazard to life or property or when such utility connection was made without proper authorization.

(5) A statement providing notice that it is unlawful for any person, firm, corporation, or other entity, or any agent thereof, to remove, deface or destroy the Notice of Unsafe Structure and Notice of Violation without the permission, or for any person to enter or otherwise occupy the building except for the purpose of making the required repairs or demolishing the building or structure based on applicable permitting and approvals by the Code Official.

Once a notice is served and posted, it shall be unlawful for any person, firm, corporation, or other entity, or any agent thereof, to remove, deface or destroy the Notice of Violation without permission, or for any person to enter or otherwise occupy the building except for the purpose of making the required repairs or demolishing the building or structure based on applicable permitting and approvals by the Code Official.

106.2 Placarding.

If the violation consists of an unsafe structure, a placard shall be posted stating the structure is unsafe at each entrance of the building or upon the structure.

106.2.1 Placard removal.

The code official shall remove the unsafe structure placard whenever the defect or defects upon which the unsafe structure and placarding action were based have been eliminated. Any person who defaces or removes a placard without the approval of the code official shall be subject to the penalties provided by this code.

106.3 Prosecution of violation.

Code Compliance Hearing. Upon failure of the owner to comply with the remedial measures and actions as required in the Notice of Violation and/or Notice of Unsafe Structure, the Code Enforcement Officer shall schedule the matter to be heard by the Code Enforcement Board or Special Magistrate as provided in Chapter 14, City Code of Ordinances. If the Code Enforcement Board or Special Magistrate determines that there is a violation and affirms the code officer's Determination of Unsafe Building, the Board or Special Magistrate shall in its order provide a reasonable time for the owner to correct the unsafe or dangerous condition, subsequent to which the code officer may be directed to take any necessary remedial measures to have the building, structure or property secured by repair, closing up all entrances, or demolition. All such costs of remedial measures incurred by the City shall be charged against the real

property upon which the building or structure is located and shall be a lien upon such real estate, and upon any other real or personal property owned by the violator and may be collected in any legal manner.

106.4 Abatement of violation.

Method of Demolition or Repair.

(1) The Code Enforcement Board or Special Magistrate shall order either the demolition or repair of a building or structure as follows, based on the code official's expertise:

a) Demolition and removal shall be ordered when any building or structure is so deteriorated or dilapidated or has become so out of repair as to be dangerous, unsafe, unsanitary, or otherwise unfit for human habitation or occupancy to such an extent that it is unreasonable to repair the building or structure. Such order shall specify a time in which demolition is to be completed and shall require that the owner board up such building or structure pending demolition and removal.

b) Repair shall be ordered where such building or structure is capable of being made safe by repair. Such order shall specify the time in which such repairs are to be made and shall require the owner to board up the building or structure pending such repair.

(2) Boarding up a building or structure for future demolition or repair pursuant to an order of the Code Enforcement Board or Special Magistrate shall not extend beyond one year, unless approved by the Code Enforcement Board or Special Magistrate upon a showing of good cause.

(3) When any building or structure is to be demolished and removed by the City, the City, or any entity under contract to the City, may enter onto the real property that is the subject of the order and undertake such demolition by any lawful means. The City, or any entity under contract with the City, shall have the right to sell salvage and valuable materials at the highest price obtainable. The proceeds of the sale, after deducting the expenses of such demolition and removal, shall be promptly remitted to the owner with a report of such sale of transaction, including the items of expense and the amounts deducted. If there is not surplus to remit to the owner, the report shall so state.

SECTION 107
UNSAFE STRUCTURES AND EQUIPMENT

10871 General

All buildings, structures, or premises, (including but not limited to electrical, gas, mechanical or plumbing systems within a building structure or premises) which are unsafe, unsanitary, or do not provide adequate egress, or which constitute a fire hazard, or are otherwise dangerous to human life, or which in relation to existing use, constitute a hazard to safety or health, or which are otherwise unfit for human habitation, as may be further defined hereinbelow, are considered unsafe buildings, structures, or premises. All such unsafe buildings, structures or premises are hereby declared illegal and shall be abated by repair and rehabilitation or by demolition in accordance with the provisions of this Code or other applicable local ordinance.

107.1.1 Unsafe Structures

Any building, structure, equipment or property that has any of the following conditions, such that life, health, property or safety of the public or the building occupants, either permanent or occasional are endangered:

Violation Conditions:

(1) Any means of egress or portion thereof is not of adequate size, or is not arranged to provide a safe path of travel in case of fire or panic, or otherwise does not conform to the Florida Building Code or Florida Life Safety Code as related to the requirements for existing buildings or to the approved plans, if any.

(2) Any means of egress or portion thereof, such as, but not limited to, fire doors, closing devices and fire resistive ratings, is in disrepair or in a dilapidated or nonworking condition such that the means of egress could be rendered unsafe in case of fire or panic.

(3) The stress in any material, member or portion thereof, due to all imposed loads including dead load exceeds the stress allowed in the Florida Building Code as related to the requirements for existing buildings.

(4) The building, structure or portion thereof has been damaged by fire, flood, earthquake, wind or other cause to the extent that the structural integrity of the building or structure is less than it was prior to the damage and is less than the minimum requirements established by the Florida Building Code as related to the requirements for existing buildings.

(5) Any exterior appendage or portion of the building or structure is not securely fastened, attached or anchored such that it is incapable of resisting wind, seismic or similar loads as required by the Florida Building Code as related to the requirements for existing buildings.

(6) If, for any reason, the building, structure or portion thereof is manifestly unsafe or unsanitary for the purpose for which it is being used.

(7) The building, structure or portion thereof as a result of damage, decay, deterioration or dilapidation is likely to fully or partially collapse.

(8) The building, structure or portion thereof has been constructed or maintained in violation of a specific requirement of the Florida Building Code, was not constructed according to the approved plans, if any, or was constructed without first obtaining a building construction permit, where a building permit was required.

(9) Any building, structure or portion thereof that is unsafe, unsanitary or not provided with adequate egress, or which constitutes a fire hazard, or is otherwise dangerous to human life, or which in relation to existing use, constitutes a hazard to safety or health by reason of inadequate maintenance, dilapidation, obsolescence or abandonment.

(10) Any building, structure or portion thereof that displays any of the above is in such a condition so as to constitute a public nuisance or an unsafe or dangerous attractive nuisance.

(11) Any building, structure or property rendered unsafe or dangerous to human health by the presence of unlawful hazardous materials or toxic substances.

Any violation of Chapter 4 through 7 of the International Code Congress (ICC) 2024 Property Maintenance Code, which is for the purpose of and establishing minimum rules for maintaining building code standards and regulations for the use, occupancy and maintenance of property, building or structure in the corporate limits of the City could be determined to be an Unsafe Structure depending on the nature of the violation, but at a minimum would be a violation of the code.

107.2 Closing of vacant structures.

If the structure is vacant and unfit for human habitation and occupancy, and is not in danger of structural collapse, the code official is authorized to direct posting a placard of condemnation on the premises and order the structure closed up so as not to be an attractive nuisance. Upon failure of the owner or owner's authorized agent to close up the premises within the time specified in the order, the code official may cause the premises to be closed and secured through order of the Special Magistrate, code enforcement board, any available public agency or by contract or arrangement by private persons and the cost thereof shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate and shall be collected by any other legal resource.

107.3 Transfer of ownership.

It shall be unlawful for the owner of any dwelling unit or structure who has received a compliance order or upon whom a notice of violation has been served to sell, transfer, mortgage, lease or otherwise dispose of such dwelling unit or structure to another until the provisions of the compliance order or notice of violation have been complied with, or until such owner or the owner's authorized agent shall first furnish the grantee, transferee, mortgagee or lessee a true copy of any compliance order or notice of violation issued by the code official and shall furnish to the code official a signed and notarized statement from the grantee, transferee, mortgagee or lessee, acknowledging the receipt of such compliance order or notice of violation and fully accepting the responsibility without condition for making the corrections or repairs required by such compliance order or notice of violation.

SECTION 202
GENERAL DEFINITIONS.

Terms utilized in this Article V, Property Maintenance Code, are as defined in the latest edition of the Florida Building Code, Chapter 2 – Definitions.

SECTION 301
GENERAL REQUIREMENTS

301.1 Scope.

The provisions of this Article V, Property Maintenance Code, shall govern the minimum conditions and the responsibilities of persons for maintenance of structures, equipment and exterior property.

301.2 Responsibility.

The owner of the premises shall maintain the structures and exterior property in compliance with these requirements and the code under which the building was constructed, except as otherwise provided for in this Article V, Property Maintenance Code. The owner or owner's agent shall be responsible to ensure that any repairs, additions or alterations to the building or portion thereof are performed or constructed in accordance with the Florida Building Code, Florida Residential Code or Florida Existing Building Code. A person shall not occupy as owner-occupant or permit another person to occupy premises that are not in a sanitary and safe condition and that do not comply with the requirements of this Article V, Property Maintenance Code. Occupants of a dwelling unit, rooming unit or housekeeping unit are responsible for keeping in a clean, sanitary and safe condition that part of the dwelling unit, rooming unit, housekeeping unit or premises they occupy and control.

301.3 Vacant structures and land.
Vacant structures and premises thereof or vacant land shall be maintained in a clean, safe, secure and sanitary condition as provided herein so as not to cause a blighting problem or adversely affect the public health or safety.

SECTION 302
EXTERIOR PROPERTY AREAS

302.1 Sanitation.
Exterior property and premises shall be maintained in a clean, safe and sanitary condition. The occupant shall keep that part of the exterior property that such occupant occupies or controls in a clean and sanitary condition.

302.2 Sidewalks and driveways.
Sidewalks, walkways, stairs, driveways, parking spaces and similar areas shall be kept in a proper state of repair and maintained free from hazardous conditions. This includes the drive access way through the Right of Way (ROW) and within (15) fifteen feet of the established drive access.

302.3 Landscape Maintenance.
Premises and exterior property shall be maintained free from weeds or excess grass growth of **NINE (9) INCHES.** Noxious weeds shall be prohibited. Weeds shall be defined as all grasses, annual plants and vegetation, other than ornamental grasses, trees or shrubs provided; however, this term shall not include cultivated flowers and gardens. Upon failure of the owner or agent having charge of a property to maintain the landscape after a finding of violation by the special magistrate or code enforcement board, any duly authorized employee of the City or contractor hired by the City shall be authorized to enter upon the property in violation and cut and destroy the weeds growing thereon, and the costs of such removal shall be paid by the owner or agent responsible for the property.

A. Maintenance. Landscaping shall be maintained as follows:

1. All plant material shall be maintained in a healthy and viable condition.
2. Structural elements relating to nonliving landscape material shall be maintained in good condition at all times.
3. All landscaping planted abutting sidewalks, multiuse pathways, pedestrian gathering areas, bicycle lanes or vehicular use areas shall be trimmed so as to not interfere in the use of said areas.
4. All permitted development (or land identified for future development per a development order) shall maintain any and all landscaping, sidewalks, and roadways.
5. Trash shall not be permitted to accumulate at the premises including but not limited to grounds.
6. Any vacant area identified for future development shall be, covered with a living ground cover such as grass, sod, or other low growing ground cover species, irrigated, and maintained as per this Code.
7. If a vacant lot identified for future development has not been cleared of trees, the ground shall be grubbed or cleared of overgrown vegetation and maintained in a manner as to not attract pest or rodents.
8. All permitted development is required to maintain the storm water retention areas or systems per the approved development Stormwater Plan.

Upon failure of the owner or agent having charge of a property to maintain the landscape after a finding of violation by the special magistrate or code enforcement board, any duly authorized employee of the City or contractor hired by the City shall be authorized to enter upon the property in violation, abate the violation, and the costs of such abatement shall be paid by the owner or agent responsible for the property

302.4 Rodent harborage.

Structures and exterior property shall be kept free from rodent harborage and infestation. Where rodents are found, they shall be promptly exterminated by approved processes that will not be injurious to human health. After pest elimination, proper precautions shall be taken to eliminate rodent harborage and prevent reinfestation.

302.5 Exhaust vents.

Pipes, ducts, conductors, fans or blowers shall not discharge gases, steam, vapor, hot air, grease, smoke, odors or other gaseous or particulate wastes directly on abutting or adjacent public or private property or that of another tenant.

302.6 Accessory structures.

Accessory structures, including detached garages, fences and walls, shall be maintained structurally sound and in good repair.

302.7 Motor vehicles.

Except as provided for in other regulations, inoperative or unlicensed motor vehicles shall not be parked, kept or stored on any premises, and vehicles shall not at any time be in a state of major disassembly, disrepair, or in the process of being stripped or dismantled. Painting of vehicles is prohibited unless conducted inside an approved spray booth.

Exception: A vehicle of any type is permitted to undergo major overhaul, including body work, provided that such work is performed inside a structure or similarly enclosed area designed and approved for such purposes.

302.8 Defacement of property.

A person shall not willfully or wantonly damage, mutilate or deface any exterior surface of any structure or building on any private or public property by placing thereon any marking, carving or graffiti.

It shall be the responsibility of the owner to restore said surface to an approved state of maintenance and repair.

302.9 Conserve Established Residential Neighborhoods

302.9.1 Public Nuisances

Public nuisances which tend to annoy the neighborhood, depreciate property values, injure public health or are deemed inconsistent with community standards may have a deleterious effect on a neighborhood. Therefore, public nuisances in the city shall be the same as described in Florida Statutes chapter 823. The following regulations shall apply:

1. Dilapidated buildings and structures. The city may remove or compel the removal or demolition of any building which has for any cause become a nuisance. Pursuant to such action, the structure must be found in a dilapidated state and in violation of this Code. If special dangers or appearance deficiencies arising from the condition of the building can be eliminated by lawful repair and alterations, then improvement rather than demolition may be ordered by the city.
2. Abandonment of vehicles and/or vessels. It shall be unlawful to abandon, discard or hold for resale on the premises any vessel or vehicle visible to the public, but not in use by the owner.

A place of business authorized to maintain and operate a junkyard or deal in the sale or exchange of secondhand merchandise is not affected by this restriction.

a. Reef building materials may be stored on the property of those persons who will use such materials to construct reefs in accordance with Code of Ordinances, chapter 12. In such cases, a permit for storing materials is required from the city.

3. Commercial vehicles in a residential area. All commercial vehicles larger than 1½ tons shall not be allowed to park in residential districts except for the purpose of delivering materials or providing a service that is temporary in nature. It shall be unlawful for vehicles containing hazardous materials such as fuels, explosives, chemicals or gases to be parked unattended in residential districts at any time.
4. Accumulation of trash and debris. It shall be unlawful to permit rubbish, trash, debris, dead trees, or other unsightly or unsanitary matters to accumulate on any lot, tract, or parcel of land within the city which may reasonably become infested, inhabited by, or a breeding place for rodents, vermin, reptiles or wild animals which threaten or endanger the public health, safety and welfare.
5. Noise. Refer to Destin Code of Ordinances, Chapter 14, Offenses and miscellaneous provisions, Article II, Noise.

302.9.2 Motor Vehicles, Recreational Vehicles, Vessels, and Trailers

The following, unless otherwise stated, shall only be allowed to be parked and/or stored on an improved accessway/vehicle use area as defined herein or the side yard area closest to the improved accessway/vehicle use area on any residentially zoned property and shall not be allowed within the public right-of-way unless otherwise permitted (Refer to LDC Article 8, Section 8.01.00.6):

1. Multiple motor vehicles as defined by Chapter 320 of Florida Statutes (all operable and under current registration), not including recreational vehicle-type units and trailers as referenced below, are permitted only on improved accessways/vehicle use areas or the side yard area closest to the improved accessway/vehicle use area and shall be located completely upon the property owner's property and shall not impact or impeded neighboring properties.

   ii. One (1) recreational vehicle-type unit, as defined by Chapter 320.01(1)(b) of Florida Statutes (operable and under current registration), plus two (2) of the following for a total of three (3) are allowed:

   a. Vessels (under current registration and properly tagged) with trailer (under current registration) or vessels with multiple personal watercraft (all under current registration and properly tagged) on single trailers (under current registration). All vessels shall be on a trailer when parked or stored; and
   b. Trailers (operable and under current registration), which shall include but not be limited to any storage trailers, utility trailers, horse trailers, and vessel trailers.
2. Temporary Portable on Demand Storage (PODS) units, shipping containers or similar portable storage units and dumpsters shall not be stored for longer than 30 days unless an active building permit is on file with the city.

302.9.2 All other vehicles.

All other motor vehicles, recreation vehicle-type units, vessels, trailers, and temporary portable storage units, beyond what is allowed as stated above, shall either be stored in an enclosed building, off-site or located within the rear or side yard behind the front of the primary structure on the property and not visible, while standing at grade, from any adjoining property or the public right-of-way.

SECTION 303
SWIMMING POOLS, SPAS AND HOT TUBS

303.1 Swimming pools.
Swimming pools shall be maintained in a clean and sanitary condition, and in good repair.

303.2 Enclosures.
Private swimming pools, hot tubs and spas, containing water more than 24 inches (610 mm) in depth shall be completely surrounded by a fence or barrier not less than 48 inches (1219 mm) in height above the finished ground level measured on the side of the barrier away from the pool. Gates and doors in such barriers shall be self-closing and self-latching. Where the self-latching device is less than 54 inches (1372 mm) above the bottom of the gate, the release mechanism shall be located on the pool side of the gate. Self-closing and self-latching gates shall be maintained such that the gate will positively close and latch when released from an open position of 6 inches (152 mm) from the gatepost. An existing pool barrier shall not be removed, replaced or changed in a manner that reduces its effectiveness as a safety barrier.

Exceptions:
1. Spas or hot tubs equipped with a lockable safety cover that complies with ASTM F1346.
2. Private swimming pools equipped with a power safety cover that complies with ASTM F1346 and is in working condition using the control switch.

SECTION 304
EXTERIOR STRUCTURE

304.1 General.
The exterior of a structure shall be maintained in good repair, structurally sound and sanitary so as not to pose a threat to the public health, safety or welfare.

304.1.1 Potentially unsafe conditions.
The following conditions shall be considered to be potentially unsafe, shall be assessed and shall be addressed in compliance with the Florida - Existing Building Code, the Florida - Residential Code or the Florida - Building Code:
1. Structural members have deterioration or distress that reduces their load-carrying capacity.
2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations has deterioration or distress that reduces its load-carrying capacity.
3. Structures or components thereof have deterioration or distress that reduces their load-carrying capacity.
4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or watertight.
5. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.
6. Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.

7. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects.
8. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects.
9. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
10. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
11. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
12. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly anchored, or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

Exceptions:

1. Where substantiated otherwise by an approved method.
2. Demolition of unsafe conditions shall be permitted where approved by the code official.

304.2 Premises identification.

Buildings shall have approved address numbers placed in a position to be plainly legible and visible from the street or road fronting the property. These numbers shall contrast with their background. Address numbers shall be Arabic numerals or alphabet letters. Numbers shall be not less than 4 inches (102 mm) in height with a minimum stroke width of 0.5 inch (12.7 mm).

304.3 Structural members.

Structural members shall be maintained free from deterioration and shall be capable of safely supporting the imposed dead and live loads.

304.4 Foundation walls.

Foundation walls shall be maintained plumb and free from open cracks and breaks and shall be kept in such condition so as to prevent the entry of rodents and other pests.

304.5 Exterior walls.

Exterior walls shall be free from holes, breaks, and loose or rotting materials; and maintained weatherproof and properly surface coated where required to prevent deterioration.

304.6 Roofs and drainage.

The roof and flashing shall be sound, tight and not have defects that admit rain. Roof drainage shall be adequate to prevent dampness or deterioration in the walls or interior portion of the structure. Roof drains,

gutters and downspouts shall be maintained in good repair and free from obstructions. Roof water shall not be discharged in a manner that creates a public nuisance.

304.7 Decorative features.

Cornices, belt courses, corbels, terra cotta trim, wall facings and similar decorative features shall be maintained in good repair with proper anchorage and in a safe condition.

304.8 Overhang extensions.

Overhang extensions including, but not limited to, canopies, marquees, signs, metal awnings, fire escapes, standpipes and exhaust ducts shall be maintained in good repair and be properly anchored so as to be kept in a sound condition.

304.9 Stairways, decks, porches and balconies.

Every exterior stairway, deck, porch and balcony, and all appurtenances attached thereto, shall be maintained structurally sound, in good repair, with proper anchorage and capable of supporting the imposed loads.

304.10 Chimneys and towers.

Chimneys, cooling towers, smokestacks, and similar appurtenances shall be maintained structurally safe and sound, and in good repair.

304.11 Handrails and guards.

Every handrail and guard shall be firmly fastened and capable of supporting normally imposed loads and shall be maintained in good condition.

304.12 Window, skylight and door frames.

Every window, skylight, door and frame shall be kept in sound condition, good repair and weathertight.

304.12.1 Glazing.

Glazing materials shall be maintained free from cracks and holes.

304.12.2 Openable windows.

Every window, other than a fixed window, shall be easily openable and capable of being held in position by window hardware.

Operable windows located in whole or in part within 6 feet (1828 mm) above ground level or a walking surface below that provide access to a dwelling unit, rooming unit or housekeeping unit that is rented, leased or let shall be equipped with a window sash locking device.

304.13 Doors.

Exterior doors, door assemblies, operator systems if provided, and hardware shall be maintained in good condition. Locks at all entrances to dwelling units, sleeping units, rooming units and housekeeping units shall tightly secure the door. Locks on means of egress doors shall be in accordance with Chapter 7 ICC 2024 Property Maintenance Code, Section 702.3.

SECTION 305
INTERIOR STRUCTURE

305.1 General.
The interior of a structure and equipment therein shall be maintained in good repair, structurally sound and in a sanitary condition. Occupants shall keep that part of the structure that they occupy or control in a clean and sanitary condition. Every owner of a structure containing a rooming house, housekeeping units, a hotel, a dormitory, two or more dwelling units or two or more nonresidential occupancies, shall maintain, in a clean and sanitary condition, the shared or public areas of the structure and exterior property.

305.1.1 Potentially unsafe conditions.
The following conditions shall be considered to be potentially unsafe, shall be assessed and shall be addressed in compliance with the Florida - Existing Building Code, the Florida - Residential Code or the Florida - Building Code:

1. Structural members have deterioration or distress that appears to reduce their load-carrying capacity.
2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations has deterioration or distress that appears to reduce its load-carrying capacity.
3. Structures or components thereof have deterioration or distress that appears to reduce their load-carrying capacity.
4. Stairs, landings, balconies and all similar walking surfaces, including guards and handrails, are not structurally sound, not properly anchored or are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
5. Foundation systems that are not firmly supported by footings are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.

Exceptions:

1. Where substantiated otherwise by an approved method.
2. Demolition of unsafe conditions shall be permitted where approved by the code official.

305.2 Structural members.
Structural members shall be maintained structurally sound and be capable of supporting the imposed loads.

305.3 Stairs and walking surfaces.
Every stair, ramp, landing, balcony, porch, deck or other walking surface shall be maintained in sound condition and good repair.

305.4 Handrails and guards.
Every handrail and guard shall be firmly fastened and capable of supporting normally imposed loads and shall be maintained in good condition.

305.5 Interior doors.
Every interior door shall fit reasonably well within its frame and shall be capable of being opened and closed by being properly and securely attached to jambs, headers or tracks as intended by the manufacturer of the attachment hardware.

305.6 Kitchen Facilities

Every dwelling unit shall contain a kitchen equipped with the following minimum facilities:

1. Food preparation surfaces impervious to water and free of defects which could trap food or liquid.
2. Shelving, cabinets or drawers for the storage of food and cooking and eating utensils, all of which shall be maintained in good repair.
3. Freestanding or permanently installed cookstove. Portable electric cooking equipment shall not fulfill this requirement. Portable cooking equipment employing flame shall be prohibited.
4. Mechanical refrigeration equipment for the storage of perishable foodstuffs.

EXCEPTION: Nothing herein shall preclude a written agreement between an owner and tenant that the tenant will furnish mechanical refrigeration equipment and/or a cookstove as required in this section. It shall be an affirmative defense available to an owner charged with a violation of this section if such an agreement exists.

SECTION 306
RUBBISH AND GARBAGE

306.1 Accumulation of rubbish or garbage.

Exterior property and premises, and the interior of every structure, shall be free from any accumulation of rubbish or garbage.

306.2 Disposal of rubbish and garbage.

Every occupant of a structure shall dispose of all rubbish and garbage in a clean and sanitary manner by placing such rubbish in approved containers.

Every dwelling unit or developed property shall have adequate garbage disposal facilities or garbage storage containers, of a type and location approved by the applicable governing body.

306.2.2 Refrigerators.

Refrigerators and similar equipment not in operation shall not be discarded, abandoned or stored on premises. All such appliances if no longer in use or working order shall be disposed of properly. They may be placed at the ROW for waste pickup if such services are available the day before scheduled pickup.

SECTION 307
PEST ELIMINATION

307.1 Infestation.

Structures shall be kept free from insect and rodent infestation. Structures in which insects or rodents are found shall be promptly exterminated by approved processes that will not be injurious to human health. After pest elimination, proper precautions shall be taken to prevent reinfestation.

307.2 Owner.

The owner or occupant of any structure shall be responsible for pest elimination within the structure

SECTION 308

ACCESSIBILITY

308.1 General.

A facility that is required to be accessible shall be maintained accessible during occupancy.

308.1.1 Maintenance.

The accessible features of a facility shall be maintained in good repair, in a clean, structurally sound and sanitary condition, and free from impediments to accessibility.

CHAPTER 4 – LIGHT, VENTALATION AND OCCUPANCY LIMITS, Refer to International Code Congress (ICC) 2024 Property Maintenance Code.

The following sections of chapter 4 are exempt from this code:

404.5 Overcrowding.

Dwelling units shall not be occupied by more occupants than permitted by the minimum area requirements of Table 404.5.

CHAPTER 5 – PLUMBING FACILITIES AND FIXTURE REQUIREMENTS, Refer to International Code Congress (ICC) 2024 Property Maintenance Code.

CHAPTER 6 – MECHANICAL AND ELECTRICAL REQUIREMENTS, Refer to International Code Congress (ICC) 2024 Property Maintenance Code.

CHAPTER 7 – FIRE SAFETY REQUIREMENTS, Refer to International Code Congress (ICC) 2024 Property Maintenance Code.

***

SECTION 4. INCORPORATION INTO CODE OF ORDINANCES. This ordinance shall be incorporated into the City of Destin's Code of Ordinances and any section or paragraph number, or letter and any heading may be changed or modified as necessary to effectuate the foregoing.

SECTION 5. CONFLICTING PROVISIONS. City Ordinances and City Resolutions, or parts, thereof, in conflict with the provisions of this ordinance are hereby superseded by this ordinance to the extent of such conflict.

SECTION 6. SEVERABILITY. If any section, phase, sentence, or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

SECTION 7. EFFECTIVE DATE. This ordinance shall become effective upon its adoption by the City Council and signature by the Mayor.

(Signature Page Follows)

ADOPTED THIS _____ DAY OF _____, 2025.

By: _____
Bobby Wagner, Mayor

ATTEST:

The form and legal sufficiency of the foregoing has been reviewed and approved by the City Attorney, for the City of Destin, only.

_____
Rey Bailey, City Clerk

_____
Kimberly Romano Kopp, City Attorney

First Reading: _____
Second Reading: _____

ITEM # 2025-512

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: June 16, 2025
TYPE OF AGENDA ITEM: Ordinance
AGENDA OUTLINE NUMBER: 5.D.

TO: City Council

THRU: Larry Jones , City Manager
Kimberly Kopp, City Attorney

FROM: David Prichard, Community Development Director

DATE: 6/11/2025

SUBJECT: First reading of Ordinance 25-10-LC - Permitting decks to encroach up to five feet into rear setbacks for townhomes that are not waterfront within the High Density Residential (HDR) zoning district.

I. BACKGROUND: Currently, per the City's ***Land Development Code (LDC) Section 7.12.08***, ***Table 7-3: Schedule of Dimensional Requirements in Zoning Districts,*** townhomes (multi-family development) are required to provide a rear setback of 10' for any portion of a building having a height of 35 feet or less if the property does not front the harbor, bay, or gulf. The language reads as follows –

For lots fronting the harbor: Zero feet. For lots fronting the Choctawhatchee Bay: rear setback must meet the requirements set forth in section 11.01.10 Bay shoreline protection zone. For lots fronting the gulf the rear setback will be established by DEP. For all lots that do not front the harbor, bay or the gulf, but instead have a rear property line, ten feet for any portion of a building having a height of 35 feet or less. Fifteen feet for any portion of a building having a height above 35 feet but below 50 feet. For each ten feet or fraction thereof exceeding 50 feet in height, the rear setback shall be increased by two feet on each side.

II. DISCUSSION: Staff is suggesting revising the LDC to allow decks for non-waterfront townhome properties having a maximum building height of 35 feet (35') or less within the HDR zoning district to encroach five feet (5') into the rear setback. This would still provide a minimum of ten feet (10') between any two townhome deck structures that were to back up to each other, if designed accordingly. Further, no structures other than decks would be permitted within the setbacks, as proposed by Ordinance 25-10-LC.

As proposed, this ordinance would apply to fifty (50) townhome units (please see attached graphic for reference), and would have no effect on single-family dwellings, apartments,

condominium buildings, and/or other waterfront townhome properties within the HDR zoning district.

A. Link to Strategic Goals / Objectives: III. Economic development and revitalization

B. Effect on Budget (EOB): No effect on the City's budget.

C. Level of Service (LOS): No effect on the surrounding LOS.

D. Legislative Sponsor: Dewey Destin

E. Business Impact Statement:

III. CONCLUSION: Staff recommend that the City Council approve proposed **Ordinance 25-10-LC**, which would allow decks for non-waterfront townhome properties having a maximum building height of 35 feet (35') or less within the HDR zoning district to encroach five feet (5') into the rear setback.

IV. RECOMMENDED MOTION: I move that the City Council approve **Ordinance 25-10-LC**, as presented.

Attachments:

1. 25-10-LC Setbacks HDR townhomes
2. NonWaterfrontTownhomesHDR

ORDINANCE NO. 2025-10-LC

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA, PERMITTING DECKS TO ENCROACH UP TO FIVE FEET INTO REAR SETBACKS FOR TOWNHOMES THAT ARE NOT WATERFRONT WITHIN THE HIGH DENSITY RESIDENTIAL ("HDR") ZONING DISTRICT; PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR INCORPORATION INTO THE LAND DEVELOPMENT CODE; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

SECTION 1. AUTHORITY.

The authority for enactment of this Ordinance is Article 1, Section l.0l (b) of the City Charter, Section 166.021, Florida Statutes and Chapter 163, Part II, Florida Statutes.

SECTION 2. FINDINGS OF FACT.

WHEREAS, Chapter 163, Part II, of Florida Statutes, entitled the Community Planning Act ("Act"), empowers and requires the City Council to plan for the City's future development and growth and to adopt and amend its Land Development Code, or elements of portions thereof, to guide the future growth and development of the City; and

WHEREAS, the Land Development Code currently requires ten foot rear setbacks for townhomes in the High Density Residential (HDR) zoning district; and

WHEREAS, the City Council desires to maintain the ten foot rear setback requirement for all structures other than decks; and

WHEREAS, the City Council desires to allow decks to encroach up to a maximum of five feet into the ten foot rear setback; and

WHEREAS, the City Council desires to provide for the health, safety and welfare of its citizens by modernizing and simplifying the LDC; and

WHEREAS, the City Council has determined that this ordinance is consistent with the adopted comprehensive plan and is in the best interests of the City and its citizens; and

WHEREAS, the Local Planning Agency held a public hearing, with all required public notice on for the purpose of providing recommendations to the City Council with regard to this Ordinance amending the Land development Code and recommended that the City Council adopt the Ordinance amending the Land Development Code; and

WHEREAS, a public hearing has been conducted by the City Council after due public notice.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DESTIN,

FLORIDA, AS FOLLOWS:

NOTE: Language in all sections of this ordinance that is ~~strike-thru~~ is language proposed to be deleted, <u>underline language</u> is language to be added, language that is not in strike-thru or underlined is not to be changed. The symbol * represents sections of the Land Development Code that have been skipped and remain unchanged.**

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Article 7 - LAND USE, TYPE, DENSITY, INTENSITY, ZONING AND REGULATORY CONTROLS

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SECTION 3. TABLE 7-3 "TABLE OF DIMENSIONAL REGULATIONS

TABLE 7-3: SCHEDULE OF DIMENSIONAL REQUIREMENTS IN ZONING DISTRICTS

(Dimensions are in feet)

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TABLE 7-3: SCHEDULE OF DIMENSIONAL REQUIREMENTS IN ZONING DISTRICTS

(Dimensions are in feet)

Zoning Districts	Minimum Lot Area (sq. ft.)	Minimum Lot Size		Maximum Building Height	Setbacks			Maximum Density (units per acre)	Maximum Floor Area Ratio	Minimum Open Space (%)
		Width	Depth		Front	Side	Rear			
BE - one d.u.	15,000	80	150	35/3 stories	20	10	10	2.90	N/A	25
LDR-V/LDR-H/MDR-V - one d.u.	7,500	70	100	35/3 stories	20	7½	10	5.81	N/A	25
LDR-HI/MDR-HI - one d.u.	7,500	70	100	30/3 stories	20	7½	10	5.81	N/A	30
HDR - one d.u.	7,500	70	100	30/3 stories	20	7½	10 <u>See also H</u>	9.90	N/A	30
CL - one d.u.	7,500	70	100	30/3 stories	20	7½	10	9.00	N/A	30
ROI-TD - one d.u.	7,500	70	100	30/3 stories	20	7½	10	9.00	N/A	30

ROI-VR/ROI-CBR - one d.u.	7.500	70	100	35/3 stories	20	7½	10	9.00	N/A	25
CBN - one d.u.	7,500	70	100	30/3 stories	20	7½	10	6.00	N/A	30
CBN-TDD - one d.u. (Y)	Q	50	150	Q	Q	Q	Q	Q	Q	Q
CBR - one d.u.	7,500	70	100	30/3 stories	20	7½	10	6.00	N/A	30
CMU - one d.u.	7,500	70	100	35/3 stories	20	7½	10	6.00	N/A	25
CMU-V - one d.u.	5,000	50	100	35/3 stories	20	7½	10	9.00	N/A	25
CMU-V - two or d.u.	None	None	None	50/4 stories	H	H	H	12.00	N/A	25
CMU-V - non d.u.	None	None	None	F	H	H	H	N/A	.50	25
SHMU - one d.u.	7,500	70	100	30/3 stories	20	7½	10	9.00	N/A	30
NHMU - one d.u.	7,500	70	100	35/3 stories	20	7½	10	9.00	N/A	25
GRMU - one d.u.	7,500	70	100	50/4 stories	20	7½	10	9.00	N/A	30
HIMU - one d.u.	7,500	70	100	50/4 stories	20	7½	10	9.00	N/A	30
BRMU - one d.u.	7,500	70	100	35/3 stories	20	7½	10	9.00	N/A	25
MDR-V/MDR-HI - two or more d.u.	None	None	None	35/3 stories	A/B	A/B	A/B	9.90	N/A	25
HDR - two or more d.u.	None	None	None	50/4 stories	H	H	H	19.90	N/A	25
CBN - two or	None	None	None	50/4 stories	20	A/B	A/B	6.00	N/A	25

more d.u.										
CBN - non d.u.	None	None	None	50/4 stories	20	A/B	A/B	N/A	.50	25
CL - two or more d.u.	None	None	None	50/4 stories	20	A/B	A/B	12.00	N/A	25
CL - non d.u.	None	None	None	C	10	A/B	A/B	N/A	.50	25
CG - two or more d.u.	None	None	None	50/4 stories	K	K	K	16.90	N/A	25
CG - non d.u.	None	None	None	50/4 stories/F	K	K	K	N/A	1.30	25
CTS	None	None	None	35/3 stories	L	L	L	O	1.30	25
ROI-VR - two or more d.u.	None	None	None	35/3 stories/E	A/B	A/B	A/B	12.00	N/A	25
ROI-TD - two or more d.u	None	None	None	30/3 stories/E	A/B	A/B	A/B	12.00	N/A	25
CBR - two or more d.u.	None	None	None	50/4 stories	M	M	M	12.00	N/A	25
CBR - non d.u.	None	None	None	50/4 stories	M	M	M	N/A	0.7	25
TCMU - one d.u.	5,000	50	100	35/3 stories	20	5	10	9.00	N/A	25
TCMU - two or more d.u.	None	None	None	50/4 stories	K	K	K	24.00	N/A	25
TCMU - none d.u.	None	None	None	75/6 stories	K	K	K	N/A	1.5	25
CMU - two or more d.u.	None	None	None	50/4 stories	H	H	H	12.00	N/A	25
CMU - non d.u.	None	None	None	50/4 stories/F	H	H	H	N/A	.50	25
SHMU - two or	None	None	None	50/4 stories/G	N	N	N	24	N/A	25

more d.u. (short-term)										
SHMU - two or more d.u. (long-term)	None	None	None	50/4 stories/G	N	N	N	24	N/A	25
SHMU - non d.u.	None	None	None	75/6 stories/G	N	N	N	N/A	.60	25
NHMU - two or more d.u.	None	None	None	50/4 stories	K	K	K	24.00	N/A	25
NHMU - non d.u.	None	None	None	35/3 stories	K	K	K	N/A	.60	25
GRMU - two or more d.u.	None	None	None	50/4 stories	M	M	M	24.00	N/A	25
GRMU - non d.u.	None	None	None	65/55 stories	M	M	M	N/A	1.30	25
HIMU - two or more d.u.	None	None	None	50/4 stories	H	H	H	16.90	N/A	25
HIMU - non d.u.	None	None	None	50/4 stories	H	H	H	N/A	1.30	25
BRMU - two or more d.u.	None	None	None	50/4 stories/P	M	M	M	16.90	N/A	25
BRMU - non d.u.	None	None	None	50/4 stories/P	M	M	M	N/A	.75/X	25
IN	None	None	None	35/3 stories	L	L	L	N/A	1.30	25
A	None	None	None	35/3 stories/ I	J	J	J	N/A	1.30	25
INST	None	None	None	35/3 stories	None	None	None	N/A	.50	25
REC	None	None	None	35/3 stories	None	None	None	N/A	.20	25

CON	None	None	None	15/1 story	None	None	None	N/A	.05	80

Footnotes defining requirements:

A. For all structures three stories in height, the minimum front setback shall be 20 feet, the minimum side setback shall be 15 feet on each side and the minimum rear setback shall be 20 feet.

For all buildings exceeding three stories in height, the minimum front setback shall be 20 feet, the minimum side setback shall be 20 feet and increased by two feet on each side for each story exceeding four stories, and a minimum 25-foot rear yard setback shall be required.

Within the Old Destin MMTD, no minimum front, side or rear setbacks are required, except where the property line is contiguous with a BE or LDR residential district boundary; then ten-foot side and rear yards, maintained as open space, shall be provided.

Buildings or structures three stories or less utilized for residential or multifamily purposes on the same lot shall be a minimum of ten feet apart. All buildings exceeding three stories in height, the distance apart on the same lot shall be increased by two feet for each story exceeding three stories with a maximum of 50 feet between buildings being required. There are no minimum spacing requirements between residential, nonresidential, mixed-use or multifamily buildings located on the same lot in the Old Destin MMTD.

B. For all structures two stories or less in height, the minimum front setback shall be 20 feet, and no side or rear yards are required except where property line is contiguous with residential district boundary; then a ten-foot yard, maintained as open space, shall be provided. Within the Old Destin MMTD, no minimum front setback is required.

C. Retail, service, restaurant, and similar commercial uses have a maximum height of 35 feet/two stories. Medical, office, hotel, motel, bed and breakfast, and other commercial transient living accommodations have a maximum height of 50 feet/four stories.

D. Retail, service, restaurant, and similar commercial uses have a maximum height of 35 feet/three stories.

E. For those properties that abut U.S. Highway 98, the height may be extended to a maximum of 50 feet and four stories.

F. Office, neighborhood retail commercial goods and services, restaurant, and similar commercial uses have a maximum height of 35 feet/two stories.

G. Please refer to the footnotes 1 through 3 of Table 1-13: general development standards for "SHMU" designated land of Policy 1-2.4.3(3) of the comprehensive plan for information on maximum building height and measurement of building height.

H. The following setbacks shall apply to developments proposed in the HDR, CMU and HIMU zoning districts.

i. *Front setback.* For those properties that front U.S. Highway 98, 15 feet minimum to 25 feet maximum for any portion of a building having a height below 40 feet. For any portion of a building having a height above 40 feet, the front setback shall be a minimum of 45 feet. For those properties that do not have frontage on U.S. Highway 98, ten feet minimum to 20 feet maximum for any portion of a building having a height of 40 feet or less. For any portion of a building having a height above 40 feet, the front setback shall be a minimum of 30 feet.

ii. *Side setbacks.* Zero feet for any portion of a building having a height of 35 feet or less. Fifteen feet for any portion of a building having a height above 35 feet but below 50 feet. For each ten feet or fraction thereof exceeding 50 feet in height, the side setback shall be increased by two feet on each side.

iii. *Rear setback.*

(a) For lots fronting the harbor: Zero feet. For lots fronting the Choctawhatchee bay: rear setback must meet the requirements set forth in section 11.01.10 Bay shoreline protection zone. For lots fronting the gulf the rear setback will be established by DEP.

(b) For all lots that do not front the harbor, bay or the gulf, but instead have a rear property line, ten feet for any portion of a building having a height of 35 feet or less, except that on townhome lots with such rear property line, decks shall be permitted to encroach within the ten foot rear setback to a maximum of up to five feet, by right, without obtaining a variance from the Board of Adjustment. Nothing herein abrogates the property owner of the responsibility to obtain a permit from the City for any such deck. Fifteen feet for any portion of a building having a height above 35 feet but below 50 feet. For each ten feet or fraction thereof exceeding 50 feet in height, the rear setback shall be increased by two feet on each side.

I. Aircraft communication towers are exempt from the height limitations of this district, but continue to be subject to the remaining standards set forth in City of Destin Commercial Communications Tower Regulations, as now or hereafter amended.

J. The setback requirements for the A district are as follows:

Setbacks from taxiway pursuant to adopted FAA construction standards.

Setbacks from property lines minimum of 15 feet.

Building separation requirements minimum of ten feet or 20 feet if designated a fire lane.

K. The following setbacks shall apply to developments proposed in the CG, NHMU and TCMU zoning districts:

i. *Front setback.* For those properties that front U.S. Highway 98, 16 feet minimum to 26 feet maximum for any portion of a building having a height below 40 feet. For any portion of a building having a height above 40 feet, the front setback shall be a minimum of 45 feet. For those properties that do not have frontage on U.S. Highway 98, ten feet minimum to 20 feet maximum for any portion of a building having a height of 40 feet or less. For any portion of a building having a height above 40 feet, the front setback shall be a minimum of 30 feet.

ii. *Side setbacks.* Zero feet for any portion of a building having a height of 40 feet or less. For any portion of a building having a height greater than 40 feet, the side setback shall be increased by two feet on each side for each ten feet or fraction thereof exceeding 40 feet in height. Those portions of a development that abut single-family, duplex or townhome uses shall meet the supplemental setbacks requirements set forth in Section 7.09.03.F.1.f.1.

iii. *Rear setback.* Zero feet. Those portions of a development that abut single-family, duplex or townhome uses shall meet the supplemental setbacks requirements set forth in Section 7.09.03.D.

L. The following setbacks shall apply to developments proposed in the CTS and IN zoning districts:

i. *Front setback.* For those properties within the Old Destin MMTD, zero feet minimum to ten feet maximum setback is required. For those properties outside of the Old Destin MMTD, a front setback of ten feet is required.

ii. *Side setbacks.* For all structures three stories or less in height no side yard is required except where the property line is contiguous with a residential district boundary; then a ten-foot yard, maintained as open space, shall be provided.

iii. *Rear setback.* For all structures three stories or less in height no rear yard is required except where the property line is contiguous with a residential district boundary; then a ten-foot yard, maintained as open space, shall be provided.

M. The following setbacks shall apply to developments proposed in the CBR, BRMU and GRMU zoning districts:

i. *Front setback.*

a. For those properties located in the CBR and BRMU zoning districts, ten feet minimum and no maximum.

b. For those properties in the GRMU zoning district and that front U.S. Highway 98, 15 feet minimum to 25 feet maximum for any portion of a building having a height below 40 feet. For any portion of a building having a height above 40 feet, the front setback shall be a minimum of 45 feet.

c. For those properties in the GRMU zoning district that do not have frontage on U.S. Highway 98, ten feet minimum to 20 feet maximum for any portion of a building having a height of 40 feet or less. For any portion of a building having a height above 40 feet, the front setback shall be a minimum of 30 feet.

d. For those properties in the GRMU zoning district that have frontage on that portion of Scenic Highway 98 lying west of Henderson Beach State Park, zero feet minimum to ten feet maximum.

ii. *Side setbacks.* Ten feet for any portion of a building having a height of 35 feet or less. Fifteen feet for any portion of a building having a height above 35 feet but below 50 feet. For each ten feet or fraction thereof exceeding 50 feet in height, the side setback shall be increased by two feet on each side.

iii. *Rear setback.* For lots fronting the gulf the rear setback will be established by DEP. For all lots that do not front the gulf, ten feet for any portion of a building having a height of 35 feet or less. Fifteen feet for any portion of a building having a height above 35 feet but below 50 feet. For each ten feet or fraction thereof exceeding 50 feet in height, the rear setback shall be increased by two feet.

N. The following setbacks shall apply to developments proposed in the SHMU zoning district:

i. *Front setback.* For those properties that front U.S. Highway 98, 16 feet minimum to 26 feet maximum for any portion of a building having a height below 40 feet. For those properties that do not have frontage on U.S. Highway 98, ten feet minimum to 20 feet maximum for any portion of a building having a height of 40 feet or less. For any portion of a building having a height above 40 feet, the front setback shall be a minimum of 45 feet.

ii. *Side setbacks.* Zero feet for any portion of a building having a height of 35 feet or less. Fifteen feet for any portion of a building having a height above 35 feet but below 50 feet. For each ten feet or fraction thereof exceeding 50 feet in height, the side setback shall be increased by two feet on each side.

iii. *Rear setback.* Note: For lots that have a rear lot line on the harbor, a minimum setback of 15 feet shall apply in order to have enough space for the Harbor Boardwalk to be constructed when said boardwalk cannot be constructed over the Destin Harbor. Properties must still provide for the Harbor Boardwalk in accordance with Section 8.09.03(A)(9). For lots that have a rear lot line on Choctawhatchee Bay: rear setback must meet the requirements set forth in Section 11.01.10, Bay shoreline protection zone. For all lots that do not have a rear lot line on the harbor or the bay, but instead have a rear property line: Zero feet.

O. No residential uses allowed, except for one custodian or night-watchman residence per development.

P. In the BRMU zoning, district, the maximum height by right shall be 35 feet and three stories, excepting those properties that abut Emerald Coast Parkway, in which case height may be extended to a maximum of 50 feet and four stories.

Q. Crystal Beach Neighborhood-Traditional Development District (CBN-TDD) overlay applies only to minimum lot width and depth.

***

SECTION 4. INCORPORATION INTO LAND DEVELOPMENT CODE. This ordinance shall be incorporated into the City of Destin's Land Development Code and any section or paragraph number or letter and any heading may be changed or modified as necessary to effectuate the foregoing.

SECTION 5. CONFLICTING PROVISIONS. Special Acts of the Florida Legislature applicable to the incorporated area of the City of Destin, City Ordinances and City Resolutions, or parts, thereof, in conflict with the provisions of this ordinance are hereby superseded by this ordinance to the extent of such conflict.

SECTION 6. SEVERABILITY. If any section, phase, sentence, or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

SECTION 7. EFFECTIVE DATE. This ordinance shall become effective upon its adoption by the City Council and signature by the Mayor.

ADOPTED THIS ____DAY OF _____, 2025.

By: _____
Bobby Wagner, Mayor

ATTEST:

The form and legal sufficiency of the foregoing has been reviewed and approved by the City Attorney for the City of Destin, only.

_____
Rey Bailey, City Clerk

_____
Kimberly Romano Kopp, City Attorney

Non-Waterfront Townhomes within High Density Residential Zoning

Townhomes (50 Units)

N

1,000 500 0

Feet

Destin Harbor

OLD PASS CT
GULF WINDS CT
GULFBREEZE CT
CANAL PL
WAVERLY CIR
DURANGO RD
NORRIEGO RD
OSCEOLA DR
VERA CRUZ DR
LAGOON DR
CHOCTAW DR
MAGNOLIA DR
MORENO POINT RD
SUNFLOWER CT
BOCAGE LN
MELROSE AVE
PARLANGE CT
ROSALIE DR
LANDS END DR
GULF SHORE DR

Esri, HERE, Garmin, INCREMENT P, NGA, USGS

ITEM # 2025-699

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: June 16, 2025
TYPE OF AGENDA ITEM: Public Hearing
AGENDA OUTLINE NUMBER: 5.E.

TO: City Council

THRU: Larry Jones , City Manager
Kimberly Kopp, City Attorney

FROM: David Prichard, Community Development Director

DATE: June 10, 2025

SUBJECT: DEV-001609-2025
A public, quasi-judicial hearing regarding the submittal of a Minor Development Order for an existing commercial marine construction project at 288 and 302 Harbor Boulevard (Parcel ID: 00-2S-22-0630-0000-07E2 & 00-2S-22-0630-0000-07D1). The application includes the reclassification/reassignment of allowable occupancy of the existing boat slips. There is no proposed construction as part of this application.

I. BACKGROUND:

Claude Perry Enterprises, LLC & Marler Harbor Property, LLC are requesting approval for a Minor Development Order (DEV-001609-2025) for an existing marina located at 288D & 302 Harbor Blvd. This application does not involve marine construction, but rather a request for reclassification of the existing slip designations.

The current marina and slip designations were approved by City Council on January 7, 2019, allowing for 18 commercial slips, 21 transient slips, and 1 water taxi slip.

This Minor Development Order proposes adjusting these designations to accommodate 29 commercial slips, 6 transient slips, 1 water taxi slip, and 6 fueling slips. The details of these proposed changes are outlined in **Table 1** below.

SLIP DESIGNATION	EXISITNG	PROPOSED

Commercial	18	29
Transient	21	6
Water Taxi	1	1
Fueling	0	6
TOTAL	40	42

Table 1 – Existing and proposed slip uses.

Per Land Development Code (LDC) ***Section 11.05.01.N***, "*No dock shall be constructed or modified such that slip density exceeds one slip per eight linear feet of waterfront footage.*" The marina has 260 feet of waterfront, which equates to 32.5 slips. At the time of City Council Approval on January 7, 2019, ***Section 11.05.09.B.5*** of the LDC allowed for an exception to the maximum slip density based on the linear feet of waterfront for properties located in the South Harbor Mixed Use Zoning District under Tier 1 or Tier 2 Development Standards if the following Criteria were met:

1. *An approved submerged land lease from FDEP is submitted.*
2. *An approval from the Army Corps of Engineers stating that the length of the docks and pilings will not create a risk to navigation is submitted.*
3. *This provision only applies to properties with only non-residential Uses and mixed uses that contain non-residential uses and short-term residential uses.*
4. *This provision does not apply to developments that contain long-term residential uses.*
5. *A minimum of ten percent of the total number of slips in the project are set aside for fare carrying boats and another minimum ten percent of the total slips are set aside for transient boats that are open to the public (to promote non-automobile travel). "Project" used herein shall mean the entire number slips tied to the uplands and not the total number slips past 200 feet from the uplands. A minimum of 50 percent of the transient slips must be reserved for no-rental users. The remainder of the total ten percent may be reserved for the short-term rental users. A loading and unloading area must be reserved for use by the water taxi.*

The Applicant failed to meet the 5th criteria with respect to fare carrying vessel minimums. The LDC defines a fare-carrying vessel as "*Vessels used for the following activities that are available to the public for hire: party, fishing, sightseeing (e.g. dolphin, sunset, dinner cruises, etc.), sailing, parasailing and diving/snorkeling. Fare carrying vessels shall not include pontoon or*

runabout boats or personal watercraft." The applicant was required to set aside 10% of the total slips for fare carrying vessels, but only set aside 5 % of the slips for fare carrying vessels.

On January 7, 2019, the applicant offered to provide a public benefit of 21 transient slips in order to increase the allowable slip density from 32.5 to 40. The Council accepted this offer and approved the application on that basis.

Note: ***Section 11.05.09.B.5*** of the LDC has since been removed and the exemption is no longer permissible by code per Ordinance No. 20-02-LC, which was passed by the City Council on February 18, 2020.

II. DISCUSSION:

On behalf of Claude Perry Enterprises, LLC & Marler Harbor Property, LLC, Stephen Tatum, Esq., is requesting approval for a Minor Development Order to re-designate boat slip uses. The existing slip designations were originally established as a condition of the Marine Construction permitting process by the City Council.

This Minor Development Order Request proposes modifying the slip allocations to allow for 29 commercial slips, 6 transient slips, 1 water taxi slip, and 6 fueling slips. The re-designation would decrease the number of transient slips by 15, increase commercial slips by 11, and add 6 fueling slips.

The subject marina is located at 288D and 302 Harbor Boulevard (Parcel ID #s: 00-2S-22-0630-0000-07E2 & 00-2S-22-0630-0000-07D1).

COMPREHENSIVE PLAN/LAND DEVELOPMENT CODE

Land Use

The subject properties are within the **Harbor Planning Area**. The properties have a Future Land Use Map Designation of South Harbor Mixed Use (SHMU) and a Zoning Designation of South Harbor Mixed Use (SHMU). Notably, the Comprehensive Plan requires that tourist commercial development be designed to promote *convenient public access to the planned Harbor Boardwalk* and states that *a major intent of the Comprehensive Plan is to preserve the "SHMU" area as a world-class fishing Village open to the public. See* Policy 1-2.4.3(3) Future Land Use Element.

The project, as required by the Comprehensive Plan and the Land Development Code, has undergone a compatibility review and meets the minimum requirements in that this project's scope supports the current commercial land uses and does not add any additional uses. However, Council should consider whether the application is consistent with Policy 1-2.4.3(3), Future Land Use Element, regarding public access.

EXISTING & PROPOSED USES

SLIP DESIGNATION	EXISITNG	PROPOSED
Commercial	18	29
Transient	21	6
Water Taxi	1	1
Fueling	0	6
TOTAL	40	42

SLIP DENSITY

Maximum allowed under Current Code: 32.5 = 32 Slips (1 slip per 8 linear feet of waterfront footage)

Proposed: 42 Slips (1 slip per 6.19 linear feet of waterfront footage)

HEIGHT

Not Applicable – No construction is proposed.

SETBACKS

Not Applicable – No construction is proposed.

OPEN SPACE

Not Applicable – No change to impervious surfaces.

PLATTING

There is no platting associated with this application.

CONCURRENCY MANAGEMENT

Not Applicable – No change to existing concurrency.

AIRPORT PROTECTION

No construction is proposed.

RIGHT-OF-WAY DEDICATION

The project does not include any right-of-way dedication.

INGRESS/EGRESS

Vehicular access to the property is provided by a two-way access from the Harbor Boulevard public right-of-way (ROW).

PARKING

Address		Use	Parking Rate	Raw Spaces Estimated
240		Red Door Saloon	1,593 sf at 1 space per 75 sf	21
	C&E	Boathouse Oyster Bar	2,256 sf at 1 space per 100sf	23
	D	Boathouse Marina/Ship Store	1,844 sf at 1 space per 250sf	7
288	D Pier	**10 Tikis (6 persons plus captain)**	**10 at 1.5 spaces/boat**	**15**
300	A&B	Mikato Restaurant	5,000 sf at 1 space per 100sf	50
	C&D	Blue Mahoe	3,100 sf at 1 space per 100sf	31
302	A	Tin Roof	5,000 sf at 1 space per 100sf	50
	C	Edge Restaurant	1,527 sf at 1 space per 100sf	15
		2 Tour Boats	**86** seats at 0.25 space per seat	**22**
		1 6-passenger fare carrying	**6 seats at 0.25 space per seat**	**2**
		~~3 Tour Boat Crew~~	~~3 boats at 2.25 spaces per boat~~	~~7~~
	D	Beignets and Brew	600 sf at 1 space per 100sf	6
	E	East Dock		
	E	**14 Fare Carrying Vessels**	**14 boats at 1.5 spaces/boat**	**21**
		3 Captained Fishing Vessels	3 fishing vessels at 3.0 spaces per boat	9
		3 Fishing Vessels Crew	3 fishing vessels at 2.25 spaces per boat	7
Total				**279**

TOTAL REQUIRED: 279 Spaces

TOTAL REQUIRED AFTER 20% MMTD REDUCTION: 223 Spaces (7 Handicap Spaces)

LDC ***Section 8.06.12.A*** allows for a reduction in the total number of required vehicle parking spaces when two or more uses provide shared on-site parking, provided their peak parking demands do not overlap. A reduction in parking requirements due to joint use is permitted if the following conditions are met:

1. The developer submits sufficient data demonstrating that peak parking demand for the respective uses does not normally overlap.

2. The developer submits a legal agreement, in which the city shall be a party with enforcement authority, approved by the City Attorney guaranteeing the joint use of the on-site parking spaces signed by all property owners involved as long as the uses requiring parking are in existence and there is not a conflict of traffic between the uses that would result in a violation of the minimum standards of this Article or until the required parking is provided elsewhere in accordance with the provisions of this Article. The agreement shall include provisions for maintenance of the parking facility. The agreement shall contain covenants running with the lands of both the dominant and subordinate parcels.

The applicant enlisted **Hall Planning & Engineering, Inc.** to conduct a shared parking analysis, accounting for split mode usage and hourly parking variations. Based on existing and proposed uses, the analysis determined that the site requires **119 spaces on weekdays** and **125 spaces on weekends**. The site plan provides **a total of 153 parking spaces** including **five designated handicapped spaces.**

The parking analysis **satisfies the first condition** of **LDC *Section 8.06.12.A*** by demonstrating that peak parking demand does not overlap. **Condition 2 is not applicable** because the applicant **owns all parcels** included in the parking plan, eliminating the need for a legal agreement between multiple property owners.

TOTAL PROVIDED: 153 spaces including 5 handicapped spaces

UTILITIES

Not Applicable – No construction is proposed.

STORMWATER

Not Applicable – No change to impervious surfaces.

REFUSE COLLECTION

All non-construction related dumpsters, trashcans, and recycling bins shall be placed in solid waste collection areas or inside a building.

WHITE SANDS ZONE

Although no new construction is proposed, the proposed project is located within White Sand Zone 1. Therefore, only white sand may be used as a fill material during construction, per ***LDC Section 11.07.02.B***. Prior to bringing any fill onto the site, the applicant shall provide Staff with a sample of the proposed fill for review and approval.

LANDSCAPING

Not Applicable – No change to existing landscape plan.

SIGNS

Not Applicable - No additional signs have been permitted or reviewed as part of this application.

IMPACT FEES

Not Applicable – This project does not increase gross floor area.

OTHER FEES

NONE

COMMENTS

NONE

PUBLIC COMMENTS

Public comment will be permitted at the public hearing.

A. Link to Strategic Goals / Objectives:
B. Effect on Budget (EOB):
C. Level of Service (LOS):
D. Legislative Sponsor:
E. Business Impact Statement:

III. CONCLUSION:

Claude Perry Enterprises, LLC & Marler Harbor Property, LLC are requesting approval for a Minor Development Order to re-designate slip usage at the marina. The proposed re-designation includes 29 commercial slips, 6 transient slips, 1 water taxi slip, and 6 fueling slips. These changes would reduce the number of transient slips by 15, increase commercial slips by 11, and add 6 fueling slips.

According to ***Land Development Code Table 8-6***, the required minimum parking for the property is 223 spaces (with the 20% MMTD reduction). However, based on a shared parking analysis incorporating split mode, use, and hourly parking variations on weekdays and weekends, Hall Planning & Engineering Inc. determined that only 125 spaces are necessary for the parcel. The site will provide a total of 153 parking spaces. This analysis was done in accordance with ***Section 8.06.12.A*** of the LDC which allows for a reduction in the total number of vehicle parking spaces required when two or more uses provide shared on-site parking.

The marina is currently classified as a legal non-conforming use due to the discontinuation of the Tiered system. At the time of its approval, the marina did not meet the required number of fare-carrying vessels necessary to qualify for an exception. However, the City Council granted the exception because the substantial number of transient slips provided a public benefit that it determined outweighed strict adherence to the code.

Under the proposed changes in slip usage and the provided parking analysis, the marina would meet the previously applied 10% requirement for fare-carrying vessels and will continue to satisfy the 10% transient vessel requirement, provided that at least two transient vessels remain unrented.

Additionally, the slip count appears to have increased from 40 to 42 slips. By definition, this constitutes an expansion of a legal non-conformity, which is prohibited under ***Section 7.13.00 of the Land Development Code***. However, the final determination rests with the City Council, which must decide whether the 6 fueling slips and the water taxi slip should be counted against the total allowable number of slips.

IV. RECOMMENDED MOTION:

The City Council has the following options:
1. Denial of the application. **(I move to deny the application, as presented);**
2. Approval of application provided necessary modifications are made. **(I move to approve the application with the following modifications...); or**
3. Approval of the proposed changes, if the Council finds the application is consistent with the Comprehensive Plan and meets LDC requirements. **(I move to approve the application, as presented).**

Attachments:

1. Draft DO-25-13 - Claude Perry Ent & Marler Harbor Prop Marina Use
2. Title Report 288 Harbor Boulevard
3. Title Report 302 Harbor Boulevard
4. Approved USACE Permit 302 Harbor
5. Approved USACE Permit 288D Harbor
6. Proposed Site Plan
7. Shared Parking Analysis
8. Parking Analysis Site Plan
9. Survey 288 Harbor Boulevard
10. Survey 302 Harbor Boulevard
11. Title Report 302 Harbor Boulevard
12. Agent Affidavit
13. Adjacent Property Notification Letter
14. Property Posting Affidavit
15. Property Posting Picture
16. January 7, 2019 Council Meeting Staff Report
17. Harbor _ Waterways Board Minutes 11-26-2018
18. City Council Minutes 01-07-2019

Community Development Department

Office of the Director

4100 Indian Bayou Trail | Destin, FL 32541 | Phone: 850-654-1119| Email: planning@cityofdestin.com

June 17, 2025 **Development Order No. 25-13**

Final Development Order:

CLAUDE PERRY ENTERPRISES, LLC & MARLER HARBOR PROPERTY, LLC
MARINA USES
A MINOR DEVELOPMENT ORDER
(DEV-001609-2025)

Based upon the City's approval and issuance of this Development Order on June 17, 2025, this document will serve as the Final Development Order for the proposed subject project(s), and includes all of the provisions and conditions in the attached Technical Review Committee Report.

DRAFT

The approved project scope includes the re-designation of existing boat slips in the marina. The project does not involve marine construction but rather only involves modifying the slip allocations to allow for 29 commercial slips, 6 transient slips, 1 water taxi slip, and 6 fueling slips.

This approved Development Order is for the property located and described below:

288D & 302 Harbor Boulevard., Destin, FL 32541

Parcel IDs: 00-2S-22-0630-0000-07E2 & 00-2S-22-0630-0000-07D1

DETERMINATIONS:

1. This final development order is in accordance with the approved site plan which outlines the authorized slip designations (Exhibit A) dated approved June 17, 2025.

2. All the findings and requirements of the Technical Review Committee report are incorporated herein.

David Prichard Date
Community Development Director
City of Destin

DRAFT

Stephen Tatum, Esq. Date
Authorized Agent
Matthews & Matthews

TECHNICAL REVIEW COMMITTEE REPORT
CLAUDE PERRY ENTERPISES, LLC & MARLER HARBOR PROPERTY, LLC MARINA
MINOR DEVELOPMENT ORDER
(DEV-001609-2025)

Applicant:	Claude Perry Enterprises, LLC & Marler Harbor Property, LLC
Agent:	Stephen Tatum, Esq.
Location:	288D & 302 Harbor Boulevard
Request:	Re-designation of existing boat slips in the marina. The project does not involve marine construction but rather only involves modifying the slip allocations to allow for 29 commercial slips, 6 transient slips, 1 water taxi slip, and 6 fueling slips.
Parcel Sizes (Combined):	±2.58 acres, ±112,384.8 square feet
Future Land Use:	South Harbor Mixed Use (SHMU)
Zoning District:	South Harbor Mixed Use (SHMU)
Slip Density:	Maximum: 1 slip per 8 linear feet of water frontage Proposed: 1 slip per 6.19 linear feet of water frontage
Intensity:	N/A
Application Date:	May 6, 2025
Approved Site Plan Date:	June 16, 2025

DRAFT

DISCUSSION/FINDINGS

On behalf of Claude Perry Enterprises, LLC & Marler Harbor Property, LLC, Stephen Tatum, Esq., is requesting approval for a Minor Development Order to re-designate boat slip uses. The existing slip designations were originally established as a condition of the Marine Construction permitting process by the City Council.

This Minor Development Order Request proposes modifying the slip allocations to allow for 29 commercial slips, 6 transient slips, 1 water taxi slip, and 6 fueling slips. The re-designation would decrease the number of transient slips by 15, increase commercial slips by 11, and add 6 fueling slips.

The subject marina is located at 288D and 302 Harbor Boulevard (Parcel ID #s: 00-2S-22-0630-0000-07E2 & 00-2S-22-0630-0000-07D1).

COMPREHENSIVE PLAN/LAND DEVELOPMENT CODE

The subject properties are within the Harbor Planning Area. The properties have a Future Land Use Map Designation of South Harbor Mixed Use (SHMU) and a Zoning Designation of South Harbor Mixed Use (SHMU). The proposed use is consistent with these land use regulations. The project, as required by the Comprehensive Plan and the Land Development Code, has undergone a compatibility review and meets the minimum requirements. This project's scope supports the current commercial land uses and does not add any additional uses.

LAND USE

Marinas are an appropriate use within the SHMU future land use designation and a permitted use within the SHMU zoning district.

SLIP DENSITY:

Maximum allowed: 32.5 = 32 Slips (1 slip per 8 linear feet of waterfront footage)
Legal non-conforming slips authorized per 2019 code exemption: 40 Slips

HEIGHT
Not Applicable – No construction is proposed.

SETBACKS
Not Applicable – No construction is proposed.

OPEN SPACE
Not Applicable – No change to impervious surfaces.

PLATTING
There is no platting associated with the proposed development.

AIRPORT PROTECTION
Not Applicable – No change to existing concurrencies.

RIGHT-OF-WAY DEDICATION
The project does include Public Right-of-Way dedication.

INGRESS/EGRESS
Vehicular access to the property is provided by a two-way access from the Harbor Boulevard public right-of-way (ROW).

DRAFT

PARKING:

Address		Use	Parking Rate	Raw Spaces Estimated
240		Red Door Saloon	1,593 sf at 1 space per 75 sf	21
	C&E	Boathouse Oyster Bar	2,256 sf at 1 space per 100sf	23
	D	Boathouse Marina/Ship Store	1,844 sf at 1 space per 250sf	7
288	D Pier	**10 Tikis (6 persons plus captain)**	**10 at 1.5 spaces/boat**	**15**
300	A&B	Mikato Restaurant	5,000 sf at 1 space per 100sf	50
	C&D	Blue Mahoe	3,100 sf at 1 space per 100sf	31
302	A	Tin Roof	5,000 sf at 1 space per 100sf	50
	C	Edge Restaurant	1,527 sf at 1 space per 100sf	15
		2 Tour Boats	**86** seats at 0.25 space per seat	**22**
		1 6-passenger fare carrying	**6 seats at 0.25 space per seat**	**2**
		~~3 Tour Boat Crew~~	~~3 boats at 2.25 spaces per boat~~	~~7~~
	D	Beignets and Brew	600 sf at 1 space per 100sf	6
	E	East Dock		
	E	**14 Fare Carrying Vessels**	**14 boats at 1.5 spaces/boat**	**21**
		3 Captained Fishing Vessels	3 fishing vessels at 3.0 spaces per boat	9
		3 Fishing Vessels Crew	3 fishing vessels at 2.25 spaces per boat	7
Total				**279**

TOTAL REQUIRED: 279 Spaces
TOTAL REQUIRED AFTER 20% MMTD REDUCTION: 223 Spaces (7 Handicap Spaces)

TOTAL AFTER SHARED PARKING ANALYSIS (Per Section 8.06.12.A): 125 Spaces
TOTAL SPACES PROVIDED: 153 Spaces including 5 Handicapped Spaces

UTILITIES
Not Applicable – No construction is proposed.

STORMWATER
Not Applicable – No construction is proposed.

REFUSE COLLECTION
All non-construction related dumpsters, trashcans, and recycling bins shall be placed in solid waste collection areas or inside a building.

WHITE SANDS ZONE
Although no new construction is proposed, the proposed project is located within White Sand Zone 1. Therefore, only white sand may be used as a fill material during construction, per LDC Section 11.07.02.B. Prior to bringing any fill onto the site, the applicant shall provide Staff with a sample of the proposed fill for review and approval.

LANDSCAPING
Not Applicable – No change to existing landscape plan.

DRAFT

SIGNS
Not Applicable - No additional signs have been permitted or reviewed as part of this application.

IMPACT FEES
Not Applicable – This project does not increase gross floor area.

OTHER FEES
None

First American Title Insurance Company
PO Box 776123
Chicago, Illinois 60677-6123
Phone: (727)549-3200 FAX: (866)265-4386

TITLE SEARCH REPORT

Prepared for: Matthews & Matthews, LLP
4475 Legendary Drive
Destin, FL 32541

Customer File Number: 240 Harbor Blvd

FATIC File Number: 110695729

Searched from: August 3, 1973 **Through:** April 12, 2025 at 8:00 a.m.

Last Grantee of Record for Period Searched:

CLAUDE PERRY ENTERPRISES, LLC, a Florida limited liability company

Legal Description:

THE EASTERLY 110 FEET OF LOT 7, BLOCK E, MORENO POINT SUBDIVISION IN OKALOOSA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIPE IN THE SOUTHERLY RIGHT-OF-WAY LINE OF THE GULF COAST HIGHWAY (66 FEET WIDE), SAID IRON PIPE BEARING NORTH 80° 33' 40" WEST A DISTANCE OF 300 FEET FROM A CONCRETE MONUMENT LOCATED AT THE INTERSECTION OF THE SOUTHERLY LINE OF SAID HIGHWAY AND WESTERLY LINE OF LOT NO. 7 (MORENO POINT MILITARY RESERVATION) AND RUNNING THENCE BY MAGNETIC BEARING (MARCH 1930) SOUTH 9° 26' 20" WEST A DISTANCE OF 308 FEET, MORE OR LESS, TO A POINT ON THE SHORE LINE OF THE EAST PASS TO THE GULF OF MEXICO; THENCE RUN IN A WESTERLY DIRECTION ALONG THE SAID SHORE LINE A DISTANCE OF 330 FEET; MORE OR LESS, TO A POINT; THENCE RUN NORTH 9° 26' AND 20" EAST A DISTANCE OF 361 FEET, MORE OR LESS, TO A POINT IN THE CENTER LINE OF THE SAID GULF COAST HIGHWAY; THENCE RUN SOUTH 80° 33' 40" EAST ALONG SAID CENTER LINE OF THE HIGHWAY A DISTANCE OF 330 FEET TO A POINT; THENCE RUN SOUTH 9° 26' AND 20" WEST A DISTANCE OF 33 FEET TO THE POINT OF BEGINNING.

AND

A PARCEL OF SUBMERGED LAND LYING ADJACENT TO OKALOOSA COUNTY PARCEL NUMBER 00-2S-22-0630-0000-07E2, AS RECORDED IN OFFICIAL RECORDS BOOK 2819, PAGE 111 OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA, LYING IN TOWNSHIP 2 SOUTH, RANGE 22 WEST BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 1/2 INCH IRON ROD MARKING THE INTERSECTION OF THE EAST LINE OF LOT 7D, MORENO POINT MILITARY RESERVATION AND THE SOUTHERLY RIGHT-OF-WAY OF STATE ROAD 30 (U.S. 98, 100' RIGHT-OF- WAY) THENCE RUN SOUTH 09°21'38" WEST ALONG SAID EAST LINE, A

DISTANCE OF 390.44 FEET TO A 1/2 INCH IRON ON SAID EAST LINE; THENCE LEAVING SAID EAST LINE RUN NORTH 84°38'15" WEST, A DISTANCE OF 150.40 FEET TO A 1/2 INCH IRON ROD AND CAP STAMPED "ECA LB 3724" ON THE WEST LINE OF SAID LOT 7D; THENCE LEAVING SAID WEST LINE RUN NORTH 88°16' 56" WEST, A DISTANCE OF 58.82 FEET; THENCE SOUTH 01 DEGREES 43 MINUTES 04 SECONDS WEST, A DISTANCE OF 78.04 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF THOSE LANDS DESCRIBED IN SAID OFFICIAL RECORDS BOOK 2819, PAGE 111 BEING ON THE NORTHERLY SIDE OF EAST PASS HARBOR (DESTIN HARBOR) AND THE POINT OF BEGINNING; THENCE LEAVING SAID SOUTHERLY BOUNDARY, RUN SOUTH 12 DEGREES 55 MINUTES 49 SECONDS WEST, A DISTANCE OF 38.35 FEET; THENCE SOUTH 77 DEGREES 22 MINUTES 07 SECONDS EAST, A DISTANCE OF 25.34 FEET; THENCE SOUTH 56 DEGREES 05 MINUTES 37 SECONDS EAST, A DISTANCE OF 22.22 FEET; THENCE SOUTH 12 DEGREES 37 MINUTES 53 SECONDS WEST, A DISTANCE OF 1.85 FEET; THENCE SOUTH 81 DEGREES 21 MINUTES 23 SECONDS WEST, A DISTANCE OF 22.22 FEET; THENCE NORTH 77 DEGREES 22 MINUTES 07 SECONDS WEST, A DISTANCE OF 35.67 FEET; THENCE NORTH 12 DEGREES 50 MINUTES 05 SECONDS EAST, A DISTANCE OF 56.33 FEET TO AFORESAID SOUTHERLY BOUNDARY; THENCE RUN SOUTH 77 DEGREES 22 MINUTES 07 SECONDS EAST ALONG SAID SOUTHERLY BOUNDARY, A DISTANCE OF 10.33 FEET TO THE POINT OF BEGINNING.

1. Chain of Title and/or Conveyances:

Type of Instrument:	O.R. Book	Page:
Warranty Deed	744	88
Death Certificate	1628	1550
Death Certificate	2273	2459
Order Admitting Will to Probate	2416	3716
Letters of Administration	2416	3717
Last Will and Testament	2416	3718
Personal Representative's Deed	2420	4990
Final Judgment Quieting Title	2815	135
Quit Claim Deed	2819	111
Disclaimer	3100	3828

2. Unsatisfied Encumbrances:

Type of Instrument:	O.R. Book:	Page:
Mortgage	2420	4992
Assignment of Mortgage	2654	1662
Assignment of Mortgage	2921	1963
Assignment of Promissory Note and Mortgage	3522	2240
Assignment of Promissory Note and Mortgage	3599	2437
UCC Financing Statement	Instrument #3747399	

3. Easements, Restrictions, and Other Matters affecting the lands described herein:

Type of Instrument:	O.R. Book:	Page:
Easement in Warranty Deed	Deed Book 97	381
Easement	1309	686
Submerged Lands Lease	1598	1010
Modified Submerged Lands Lease Renewal	2338	1981
Modified Submerged Lands Lease Renewal	2758	2552
Submerged Lands Lease Renewal	2990	1769
Covenant for Reciprocal Use and Maintenance	2205	1553
Underground Distribution Easement	2883	4360
Recorded Notice of Environmental Resource Permit	3350	4489
Okaloosa Gas District Easement	3531	4509

Copies of the Encumbrances/Matters Affecting Title (**X**) are () are not included with this Report.

NOTE: The following is for informational purposes only and is given without assurance or guarantee:

Real Estate Taxes for Tax Parcel Number 00-2S-22-0630-0000-07E2 for tax year 2024
Gross Tax: $ 15,070.63 (X) Paid ( ) Not Paid.
Unpaid Taxes for Prior Years: NONE
Map Code: Assessment: $

Miscellaneous Notes (including matters affecting the Buyer, if searched):

Customer File Number: 240 Harbor Blvd
FATIC File Number: 110695729

Certificate

"This Report" is a search limited to the Official Records Books as defined in Sections 28.001(1) and 28.222, Florida Statutes, from **August 3, 1973** to **April 12, 2025** at 8:00 a.m.. The foregoing Report accurately reflects matters recorded and indexed in the Official Records Books of OKALOOSA County, Florida, affecting title to the property described therein.This report is not an opinion of title, title insurance policy, warranty of title, or any other assurance as to the status of title and shall not be used for the purpose of issuing title insurance. Pursuant to s. 627.7843, Florida Statutes, the maximum liability of the issuer of this property information report for errors or omissions in this property information report is limited to the amount paid for this property information report, and is further limited to the person(s) expressly identified in the property information report as the recipients of the property information report.

First American Title Insurance Company

as Vice President

Dated: April 15, 2025

CHECKLIST

Name of Applicant: **Claude F. Perry Senior, Claude Perry Enterprises, LLC; Property Owner**
Duncan Greer, Taylor Engineering; Authorized Representative

Mailing Address: **732 Harbor Boulevard**
Destin, Florida 32541

Phone Number: **850-865-1063**

Property Address: **302 Harbor Boulevard**
Destin, Florida 32541

Request Approval to Construct: **Installation of New Dock**

Zoning District: **South Harbor Mixed Use Zoning District**

****

Checklist Items	Date	Staff Initials
1. Application fee paid.	9/13/2018	
2. Copy of all marine drawings.	9/13/2018	
3. All plans comply with Codes and Regulations.	10/23/2018	
4. Adjacent property notification.	10/23/2018	
5. Marine Agent Affidavit.	9/13/2018	
6. Site photo taken from the water.	N/A	N/A
7. Cost estimate.		
8. Review by Destin Harbor Board.	10/29/2018; 11/26/2018	
9. U.S. Army Corps of Engineers	8/27/2018	
10. Florida D.E.P.	7/32/2018	
11. Approval by Destin City Council.	1/7/2019	
12. Commercial only – Parking Plan.	10/23/2018 (12/25/2018)	
13. Building permit purchased.		

****

Approved by the Destin Harbor and Waterways Board, this 26th day of November, 2018.

With 25% NPEB	
Without 25% NPEB	

Chairman of the Harbor & Waterways Board

****

This request, as approved and submitted to the Harbor and Waterways Board, is hereby **approved** by the City Council on this 7th day of JANUARY ~~2018~~ 2019.

Mayor, City of Destin

This request, as approved and submitted to the Harbor and Waterways Board, is here by **denied** by the City Council on this _____ day of _____, 2018.

DEPARTMENT OF THE ARMY
JACKSONVILLE DISTRICT CORPS OF ENGINEERS
PENSACOLA REGULATORY OFFICE
41 NORTH JEFFERSON STREET, SUITE 301
PENSACOLA, FLORIDA 32502

August 20, 2018

REPLY TO ATTENTION OF

Regulatory Division
North Permits Branch
Pensacola Permits Section
SAJ-2016-01101 (SP-MDZ)

Claude Perry
732 Harbor Blvd
Destin, Florida 32541

Dear Mr. Perry:

The U.S. Army Corps of Engineers (Corps) has completed the review and evaluation of your Department of the Army permit application, number SAJ-2016-01101. Our regulations require that you have an opportunity to review the terms and conditions prior to final signature by the Department of the Army. Enclosed is an unsigned Department of the Army permit instrument (permit).

Please read carefully the Special Conditions beginning on page 2 of the permit. These were developed to apply specifically to your project. Water Quality Certification is also required prior to issuance of a permit. The Corps has received a copy of the State of Florida certification for your project. In accordance with General Condition 5 of the permit, any special conditions of the Water Quality Certification have been attached to the Department of the Army permit.

Instructions for Objecting to Permit Terms and Conditions: This letter contains an initial proffered permit for your proposed project. If you object to certain terms and conditions contained within the permit, you may request that the permit be modified. Enclosed you will find a Notification of Administrative Appeal Options and Process fact sheet and Request for Appeal (RFA) form. If you choose to object to certain terms and conditions of the permit, you must follow the directions provided in Section 1, Part A and submit the completed RFA form to the letterhead address.

In order for an RFA to be accepted by the Corps, the Corps must determine that it is complete, that it meets the criteria under 33 CFR Part 331.5, and that it has been received by the District office within 60 days of the date of the RFA. Should you decide to submit an RFA form, it must be received at the letterhead address by **October 18, 2018**.

Instructions for Accepting Terms and Conditions and Finalizing Your Permit: It is not necessary to submit an RFA form to the District office, if you do not object to the decision in this letter. In this case, the permit must be signed by the applicant in the space provided on the signature page of the permit. In the case of corporations, acceptance must be by an officer of that corporation authorized to sign on behalf of the corporation. The party responsible for assuring the work is done in accordance with the permit terms and conditions must sign the permit. Please type or print the name and title of the person signing below the signature and the date signed.

SIGN (PAGE 7) AND RETURN THE ENTIRE PERMIT, INCLUDING ALL ATTACHMENTS, TO THE LETTERHEAD ADDRESS, ALONG WITH A CHECK OR MONEY ORDER FOR $100 MADE PAYABLE TO THE FINANCE AND ACCOUNTING OFFICER, JACKSONVILLE DISTRICT.

The permit will be signed by the District Engineer or his representative. The Corps will add the permit expiration date to the permit and return the permit to you. It is important to note that the permit is not valid until the District Engineer or his representative signs it.

Thank you for your cooperation with our permit program. The Corps' Jacksonville District Regulatory Division is committed to improving service to our customers. We strive to perform our duty in a friendly and timely manner while working to preserve our environment. We invite you to complete our automated Customer Service Survey at http://corpsmapu.usace.army.mil/cm_apex/f?p=regulatory_survey. Please be aware this Internet address is case sensitive; and, you will need to enter it exactly as it appears above. Your input is appreciated – favorable or otherwise.

If you have any questions concerning this application, you may contact Mia Zarbo in writing at the letterhead address, by electronic mail at maria.d.zarbo@usace.army.mil, or by telephone at 850-439-3474.

Sincerely,

Shayne Hayes

for Shawn H. Zinszer
Chief, Regulatory Division

cc (w/o encls):
Duncan Greer, Taylor Engineering, Inc.

NOTIFICATION OF ADMINISTRATIVE APPEAL OPTIONS AND PROCESS AND REQUEST FOR APPEAL

Applicant: Claude Perry		File Number: **SAJ-2016-01101**	Date: August 20, 2018
Attached is:			See Section below
X	INITIAL PROFFERED PERMIT (Standard Permit or Letter of permission)		A
	PROFFERED PERMIT (Standard Permit or Letter of permission)		B
	PERMIT DENIAL		C
	APPROVED JURISDICTIONAL DETERMINATION		D
	PRELIMINARY JURISDICTIONAL DETERMINATION		E

SECTION I - The following identifies your rights and options regarding an administrative appeal of the above decision. Additional information may be found at http://www.usace.army.mil/CECW/Pages/reg_materials.aspx or Corps regulations at 33 CFR Part 331.

A: INITIAL PROFFERED PERMIT: You may accept or object to the permit.

- ACCEPT: If you received a Standard Permit, you may sign the permit document and return it to the district engineer for final authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations associated with the permit.

- OBJECT: If you object to the permit (Standard or LOP) because of certain terms and conditions therein, you may request that the permit be modified accordingly. You must complete Section II of this form and return the form to the district engineer. Your objections must be received by the district engineer within 60 days of the date of this notice, or you will forfeit your right to appeal the permit in the future. Upon receipt of your letter, the district engineer will evaluate your objections and may: (a) modify the permit to address all of your concerns, (b) modify the permit to address some of your objections, or (c) not modify the permit having determined that the permit should be issued as previously written. After evaluating your objections, the district engineer will send you a proffered permit for your reconsideration, as indicated in Section B below.

B: PROFFERED PERMIT: You may accept or appeal the permit

- ACCEPT: If you received a Standard Permit, you may sign the permit document and return it to the district engineer for final authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations associated with the permit.

- APPEAL: If you choose to decline the proffered permit (Standard or LOP) because of certain terms and conditions therein, you may appeal the declined permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

C: PERMIT DENIAL: You may appeal the denial of a permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

D: APPROVED JURISDICTIONAL DETERMINATION: You may accept or appeal the approved JD or provide new information.

- ACCEPT: You do not need to notify the Corps to accept an approved JD. Failure to notify the Corps within 60 days of the date of this notice, means that you accept the approved JD in its entirety, and waive all rights to appeal the approved JD.

- APPEAL: If you disagree with the approved JD, you may appeal the approved JD under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

E: PRELIMINARY JURISDICTIONAL DETERMINATION: You do not need to respond to the Corps regarding the preliminary JD. The Preliminary JD is not appealable. If you wish, you may request an approved JD (which may be appealed), by contacting the Corps district for further instruction. Also you may provide new information for further consideration by the Corps to reevaluate the JD.

SECTION II - REQUEST FOR APPEAL or OBJECTIONS TO AN INITIAL PROFFERED PERMIT

REASONS FOR APPEAL OR OBJECTIONS: (Describe your reasons for appealing the decision or your objections to an initial proffered permit in clear concise statements. You may attach additional information to this form to clarify where your reasons or objections are addressed in the administrative record.)

ADDITIONAL INFORMATION: The appeal is limited to a review of the administrative record, the Corps memorandum for the record of the appeal conference or meeting, and any supplemental information that the review officer has determined is needed to clarify the administrative record. Neither the appellant nor the Corps may add new information or analyses to the record. However, you may provide additional information to clarify the location of information that is already in the administrative record.

POINT OF CONTACT FOR QUESTIONS OR INFORMATION:

If you have questions regarding this decision you may contact:	If you have questions regarding the appeal process you may contact:
Project Manager as noted in letter	Jason W. Steele Administrative Appeals Review Officer USACE – South Atlantic Division 60 Forsyth Street SW, Room 10M15 Atlanta, Georgia 30303-8801 (404) 562-5137

RIGHT OF ENTRY: Your signature below grants the right of entry to Corps of Engineers personnel, and any government consultants, to conduct investigations of the project site during the course of the appeal process. You will be provided a 15 day notice of any site investigation, and will have the opportunity to participate in all site investigations.

	Date:	Telephone number:
_____ Signature of appellant or agent.		

DEPARTMENT OF THE ARMY PERMIT

Permittee: Claude Perry
732 Harbor Blvd
Destin, Florida 32541

Permit No: SAJ-2016-01101 (SP-MDZ)

Issuing Office: U.S. Army Engineer District, Jacksonville

NOTE: The term "you" and its derivatives, as used in this permit, means the permittee or any future transferee. The term "this office" refers to the appropriate district or division office of the Corps of Engineers having jurisdiction over the permitted activity or the appropriate official of that office acting under the authority of the commanding officer.

You are authorized to perform work in accordance with the terms and conditions specified below.

Project Description: To expand an existing commercial marina. The existing marina is comprised of two marinas that accommodate a total of (12) twelve slips. The proposed marina expansions will increase the number of slips by (13) thirteen, for a total of (25) twenty-five slips. The eastern marina expansion consists of a new 1302 square-foot wooden L-shaped pier with (4) four finger piers. The western marina expansion consists of a new 942 square-foot wooden T-shaped pier. Additionally, a marginal boardwalk will be constructed along the seawall and the concrete pier to facilitate access to the marina, measuring a total 915 square-feet.

The work described above is to be completed in accordance with the 8 (eight) pages of drawings (Attachment 1) and 5 additional attachments affixed at the end of this permit instrument.

Project Location: The project would affect waters of the United States associated with Destin Harbor. The project site is located at Tax Parcel ID: 00-2S-22-0630-0000-07D1, at 302 Harbor Blvd, in Section 00, Township 02 South, Range 22 West, Destin, Okaloosa County, Florida.

Directions to site: Travelling from Fort Walton Beach, travel east on US-98 E/ Miracle Strip Pkwy SE. Continue on US-98 E/ Harbor Blvd. The marina is located on the right at 302 Harbor Blvd.

Approximate Central Coordinates: Latitude 30.39239°
Longitude -86.50530°

PERMIT CONDITIONS

General Conditions:

1. The time limit for completing the work authorized ends on **August 20, 2023.** If you find that you need more time to complete the authorized activity, submit your request for a time extension to this office for consideration at least one month before the above date is reached.

2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.

3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and State coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

4. If you sell the property associated with this permit, you must obtain the signature and the mailing address of the new owner in the space provided, and forward a copy of the permit to this office to validate the transfer of this authorization.

5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit. For your convenience, a copy of the certification is attached if it contains such conditions. (Attachment 2)

6. You must allow representatives from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.

Special Conditions:

1. **Reporting Address:** The Permittee shall submit all reports, notifications, documentation and correspondence required by the general and special conditions of this permit to the following address:

a. For standard mail: U.S. Army Corps of Engineers, Regulatory Division, Enforcement Section, 41 North Jefferson Street, Suite 301, Pensacola, Florida, 32502-5794.

b. For electronic mail SAJ-RD-Enforcement@usace.army.mil (not to exceed 10 MB).

c. The Permittee shall reference this permit number, SAJ-2016-01101 (SP-MDZ), on all submittals.

2. **Commencement Notification:** Within 10 days from the date of initiating the authorized work, the Permittee shall provide to the Corps a written notification of the date of commencement of work authorized by this permit.

3. **As-Built Certification:** Within 60 days of completion of the work authorized by this permit, the Permittee shall submit as-built drawings of the authorized work and a completed “As-Built Certification By Professional Engineer” form (Attachment) to the Corps. The as-built drawings shall be signed and sealed by a registered professional engineer and include the following:

a. A plan view drawing of the location of the authorized work footprint, as shown on the permit drawings, with transparent overlay of the work as constructed in the same scale as the permit drawings on 8½-inch by 11-inch sheets. The plan view drawing should show all "earth disturbance," including wetland impacts and water management structures.

b. A list of any deviations between the work authorized by this permit and the work as constructed. In the event that the completed work deviates, in any manner, from the authorized work, describe on the attached “As-Built Certification By Professional Engineer” form the deviations between the work authorized by this permit and the work as constructed. Clearly indicate on the as-built drawings any deviations that have been listed. Please note that the depiction and/or description of any deviations on the drawings and/or “As-Built Certification By Professional Engineer” form does not constitute approval of any deviations by the Corps.

c. Include the Department of the Army permit number on all sheets submitted.

4. **Regulatory Agency Changes:** Should any other agency require and/or approve changes to the work authorized or obligated by this permit, the Permittee is advised a modification to this permit instrument is required prior to initiation of those changes. It is the Permittee’s responsibility to request a modification of this permit from the Pensacola Permits Section. The Corps reserves the right to fully evaluate, amend, and approve or deny the request for modification of this permit.

5. **Assurance of Navigation and Maintenance:** The Permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structures or work herein authorized, or if in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the Permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

6. **Posting of Permit:** The Permittee shall have available and maintain for review a copy of this permit and approved plans at the construction site.

7. **Turbidity Barriers:** Prior to the initiation of any of the work authorized by this permit, the Permittee shall install floating turbidity barriers with weighted skirts that extend to within 1 foot of the bottom around all work areas that are in, or adjacent to, surface waters. The turbidity barriers shall remain in place and be maintained until the authorized work has been completed and all suspended and erodible materials have been stabilized. Turbidity barriers shall be removed upon stabilization of the work area.

8. **Manatee Conditions:** The Permittee shall comply with the attached "Standard Manatee Conditions for In-Water Work – 2013".

9. **Sea Turtle and Smalltooth Sawfish Conditions**: The Permittee shall comply with the attached National Marine Fisheries Service's "Sea Turtle and Smalltooth Sawfish Construction Conditions" dated March 23, 2006, which also applies to Gulf and shortnose sturgeon.

10. **Project Design Criteria (PDCs) for In-Water Activities:** The Permittee shall comply with National Marine Fisheries Service's "PDCs for In-Water Activities" dated November 20, 2017 provided as an attachment to this permit.

11. **Daylight Hours:** All activities must be completed during daylight hours.

12. **Cultural Resources/Historic Properties:**

    a. No structure or work shall adversely affect impact or disturb properties listed in the National Register of Historic Places (NRHP) or those eligible for inclusion in the NRHP.

    b. If during the ground disturbing activities and construction work within the permit area, there are archaeological/cultural materials encountered which were not the subject of a previous cultural resources assessment survey (and

which shall include, but not be limited to: pottery, modified shell, flora, fauna, human remains, ceramics, stone tools or metal implements, dugout canoes, evidence of structures or any other physical remains that could be associated with Native American cultures or early colonial or American settlement), the Permittee shall immediately stop all work and ground-disturbing activities within a 100-meter diameter of the discovery and notify the Corps within the same business day (8 hours). The Corps shall then notify the Florida State Historic Preservation Officer (SHPO) and the appropriate Tribal Historic Preservation Officer(s) (THPO(s)) to assess the significance of the discovery and devise appropriate actions.

c. Additional cultural resources assessments may be required of the permit area in the case of unanticipated discoveries as referenced in accordance with the above Special Condition; and if deemed necessary by the SHPO, THPO(s), or Corps, in accordance with 36 CFR 800 or 33 CFR 325, Appendix C (5). Based, on the circumstances of the discovery, equity to all parties, and considerations of the public interest, the Corps may modify, suspend or revoke the permit in accordance with 33 CFR Part 325.7. Such activity shall not resume on non-federal lands without written authorization from the SHPO for finds under his or her jurisdiction, and from the Corps.

d. In the unlikely event that unmarked human remains are identified on non-federal lands, they will be treated in accordance with Section 872.05 Florida Statutes. All work and ground disturbing activities within a 100-meter diameter of the unmarked human remains shall immediately cease and the Permittee shall immediately notify the medical examiner, Corps, and State Archeologist within the same business day (8-hours). The Corps shall then notify the appropriate SHPO and THPO(s). Based, on the circumstances of the discovery, equity to all parties, and considerations of the public interest, the Corps may modify, suspend or revoke the permit in accordance with 33 CFR Part 325.7. Such activity shall not resume without written authorization from the State Archeologist and from the Corps.

Further Information:

1. Congressional Authorities: You have been authorized to undertake the activity described above pursuant to:

(X) Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. 403).

( ) Section 404 of the Clean Water Act (33 U.S.C. 1344).

( ) Section 103 of the Marine Protection, Research and Sanctuaries Act of 1972 (33 U.S.C. 1413).

2. Limits of this authorization.

    a. This permit does not obviate the need to obtain other Federal, State, or local authorizations required by law.

    b. This permit does not grant any property rights or exclusive privileges.

    c. This permit does not authorize any injury to the property or rights of others.

    d. This permit does not authorize interference with any existing or proposed Federal projects.

3. Limits of Federal Liability. In issuing this permit, the Federal Government does not assume any liability for the following:

    a. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.

    b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest.

    c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.

    d. Design or construction deficiencies associated with the permitted work.

    e. Damage claims associated with any future modification, suspension, or revocation of this permit.

4. Reliance on Applicant's Data: The determination of this office that issuance of this permit is not contrary to the public interest was made in reliance on the information you provided.

5. Reevaluation of Permit Decision: This office may reevaluate its decision on this permit at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following:

    a. You fail to comply with the terms and conditions of this permit.

    b. The information provided by you in support of your permit application proves to have been false, incomplete, or inaccurate (see 4 above).

    c. Significant new information surfaces which this office did not consider in reaching the original public interest decision.

    Such a reevaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 CFR 325.7

or enforcement procedures such as those contained in 33 CFR 326.4 and 326.5. The referenced enforcement procedures provide for the issuance of an administrative order requiring you comply with the terms and conditions of your permit and for the initiation of legal action where appropriate. You will be required to pay for any corrective measures ordered by this office, and if you fail to comply with such directive, this office may in certain situations (such as those specified in 33 CFR 209.170) accomplish the corrective measures by contract or otherwise and bill you for the cost.

6. Extensions: General Condition 1 establishes a time limit for the completion of the activity authorized by this permit. Unless there are circumstances requiring either a prompt completion of the authorized activity or a reevaluation of the public interest decision, the Corps will normally give favorable consideration to a request for an extension of this time limit.

Your signature below, as permittee, indicates that you accept and agree to comply with the terms and conditions of this permit.

_____ _____
(PERMITTEE) (DATE)

_____
(PERMITTEE NAME-PRINTED)

This permit becomes effective when the Federal official, designated to act for the Secretary of the Army, has signed below.

_____ _____
(DISTRICT ENGINEER) (DATE)
Jason A. Kirk,
Colonel, U.S. Army
District Commander

When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. **To validate the *transfer* of this permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below.**

_____ _____
(TRANSFEREE-SIGNATURE) (DATE)

_____
(NAME-PRINTED)

_____
(ADDRESS)

_____
(CITY, STATE, AND ZIP CODE)

Attachments to Department of the Army Permit Number SAJ-2016-01101

1. PERMIT DRAWINGS: Dated July 26, 2018 (8 pages)

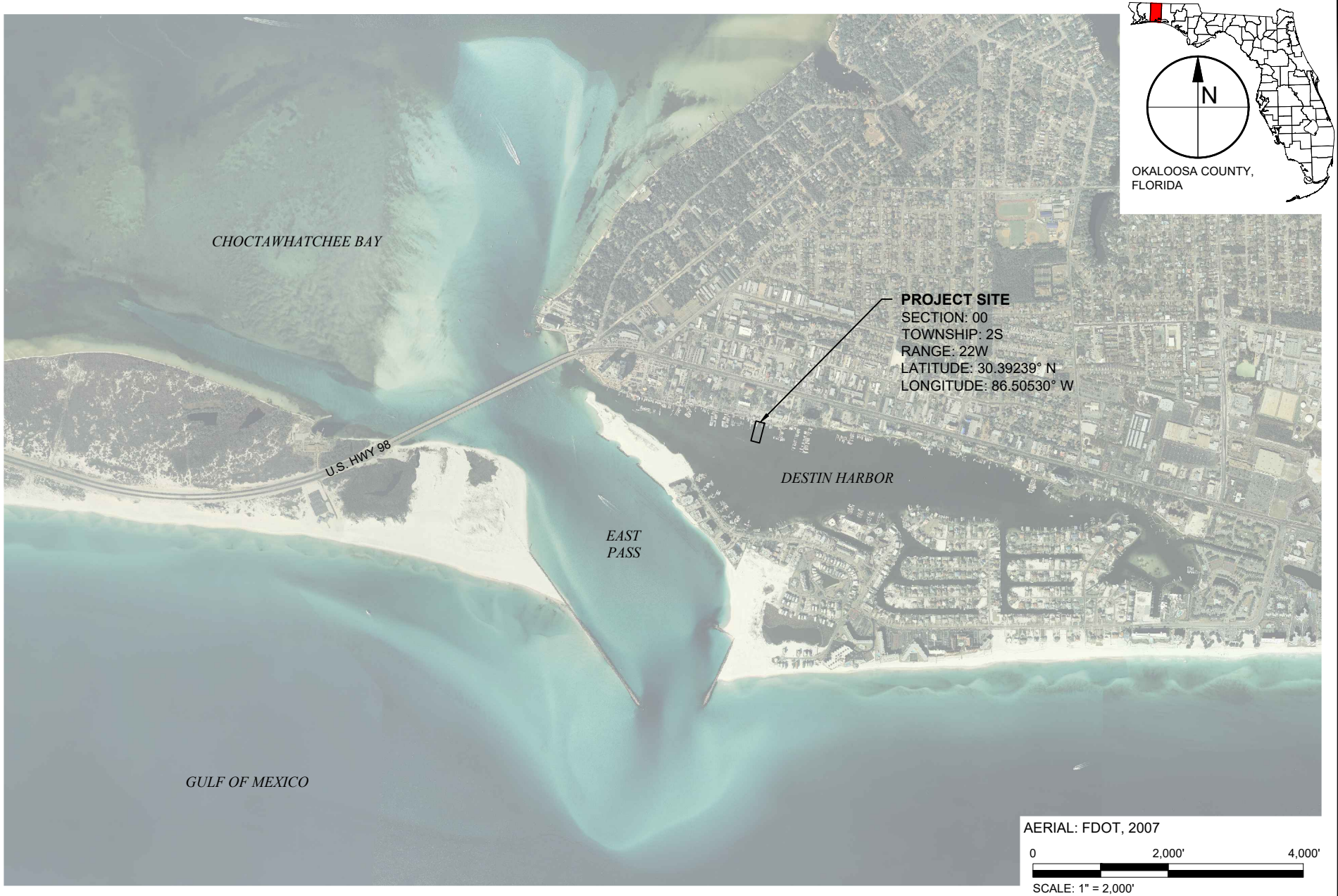
2. WATER QUALITY CERTIFICATION: Specific Conditions of the water quality permit/certification in accordance with General Condition number 5 on page 2 of this DA permit. (19 pages)

3. AS-BUILT CERTIFICATION FORM: (2 pages)

4. STANDARD MANATEE CONDITIONS: *Standard Manatee Conditions for In-Water Work – 2013* (1 page)

5. SEA TURTLE AND SMALLTOOTH SAWFISH CONSTRUCTION CONDITIONS: *Sea Turtle and Smalltooth Sawfish Construction Conditions, revised March 23, 2006* (which apply to Gulf sturgeon) (1 page)

6. JAXBO PDCs FOR IN-WATER ACTIVITIES:*PDCs for In-Water Activities dated November 20, 2017* (3 pages)



TAYLOR ENGINEERING INC.
4300 LEGENDARY DRIVE
SUITE C246
DESTIN, FL 32541
CERTIFICATE OF AUTHORIZATION # 4815

FIGURE 1
PROJECT LOCATION
PERRY DOCKING FACILITY - 302 HARBOR BLVD
DESTIN, FLORIDA

PROJECT	C2017-055
DRAWN BY	CAS/NP
SHEET	1 of 9
DATE	JAN 2018
SEAL	

SAJ-2016-01101
302 Harbor Blvd Marina
26 July 2018
Page 1of 8

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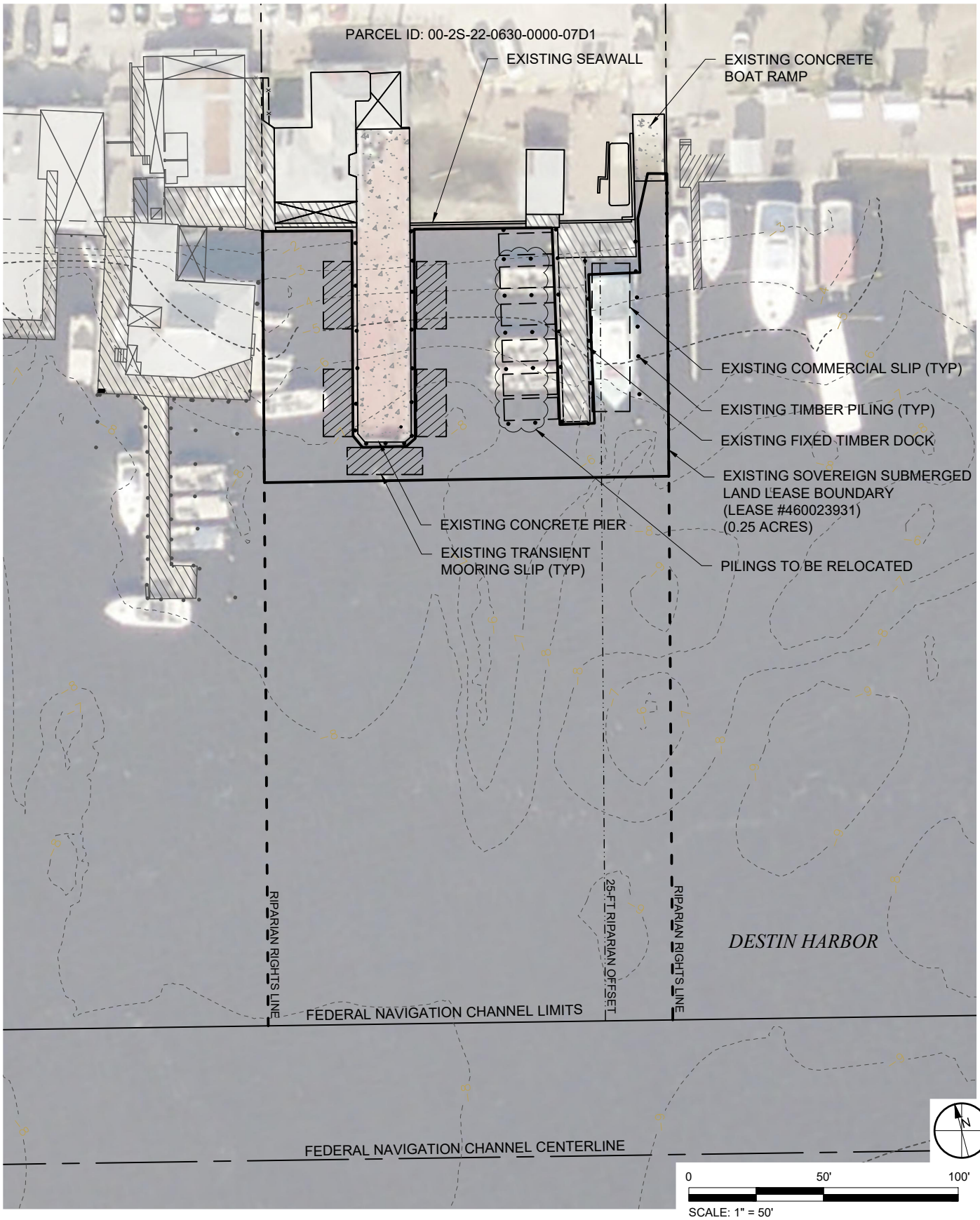

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CERTIFICATE OF AUTHORIZATION # 4815

FIGURE 3
EXISTING CONDITIONS
PERRY DOCKING FACILITY - 302 HARBOR BLVD
DESTIN, FLORIDA

PROJECT	DRAWN BY	SHEET	DATE
C2017-055	CAS/NP	3 of 9	JAN 2018

SEAL

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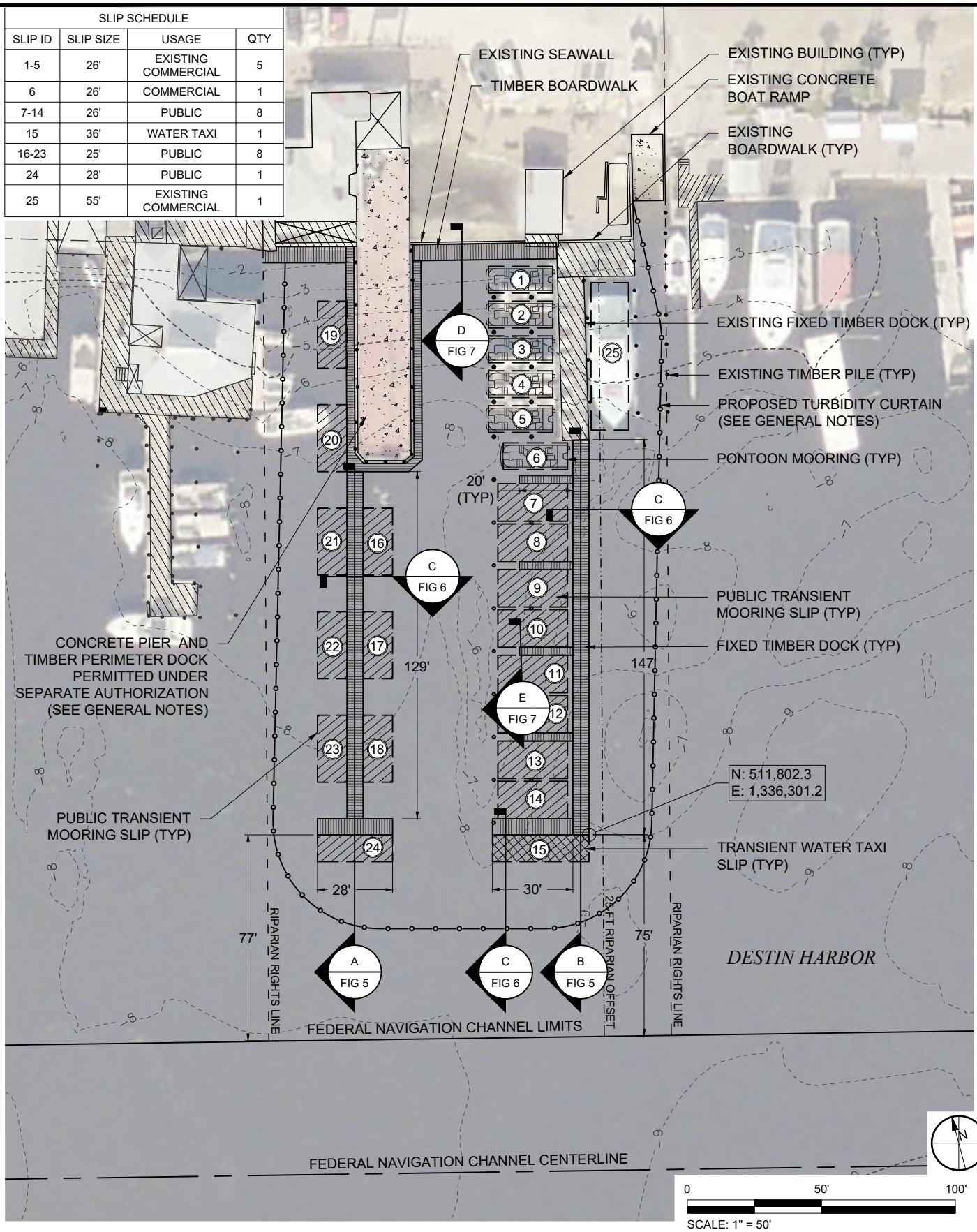
SLIP SCHEDULE			
SLIP ID	SLIP SIZE	USAGE	QTY
1-5	26'	EXISTING COMMERCIAL	5
6	26'	COMMERCIAL	1
7-14	26'	PUBLIC	8
15	36'	WATER TAXI	1
16-23	25'	PUBLIC	8
24	28'	PUBLIC	1
25	55'	EXISTING COMMERCIAL	1



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CERTIFICATE OF AUTHORIZATION # 4815

FIGURE 4
PROPOSED SITE PLAN
PERRY DOCKING FACILITY - 302 HARBOR BLVD
DESTIN, FLORIDA

SEAL

PROJECT	DRAWN BY	SHEET	DATE
C2017-055	CAS/NP	4 of 9	JAN 20

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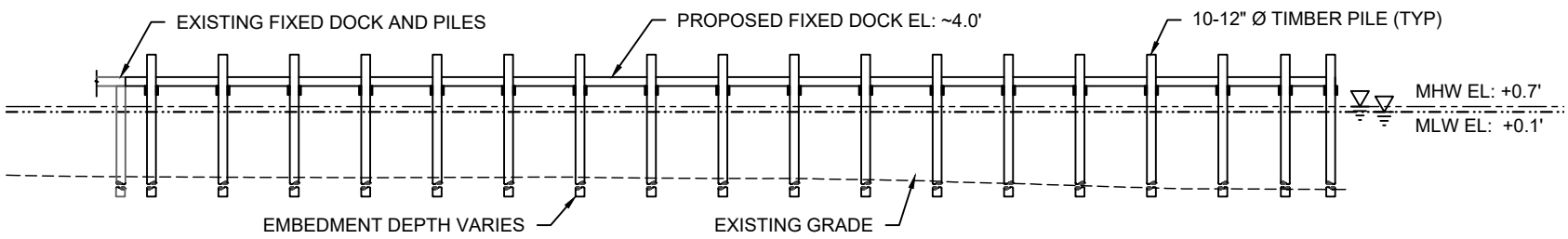
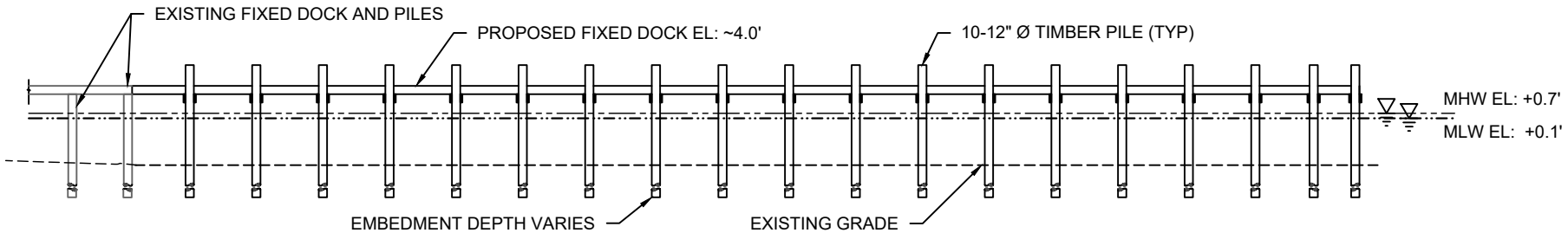


A FIG 4 WESTERN DOCK PROFILE

SCALE: 1" = 20' 0 20'



B FIG 4 EASTERN DOCK PROFILE

SCALE: 1" = 20' 0 20'

TAYLOR ENGINEERING INC.
4300 LEGENDARY DRIVE
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CERTIFICATE OF AUTHORIZATION # 4815

FIGURE 5
DOCK PROFILES
PERRY DOCKING FACILITY - 302 HARBOR BLVD
DESTIN, FLORIDA

PROJECT	C2017-055
DRAWN BY	CAS/NP
SHEET	5
DATE	JAN 2

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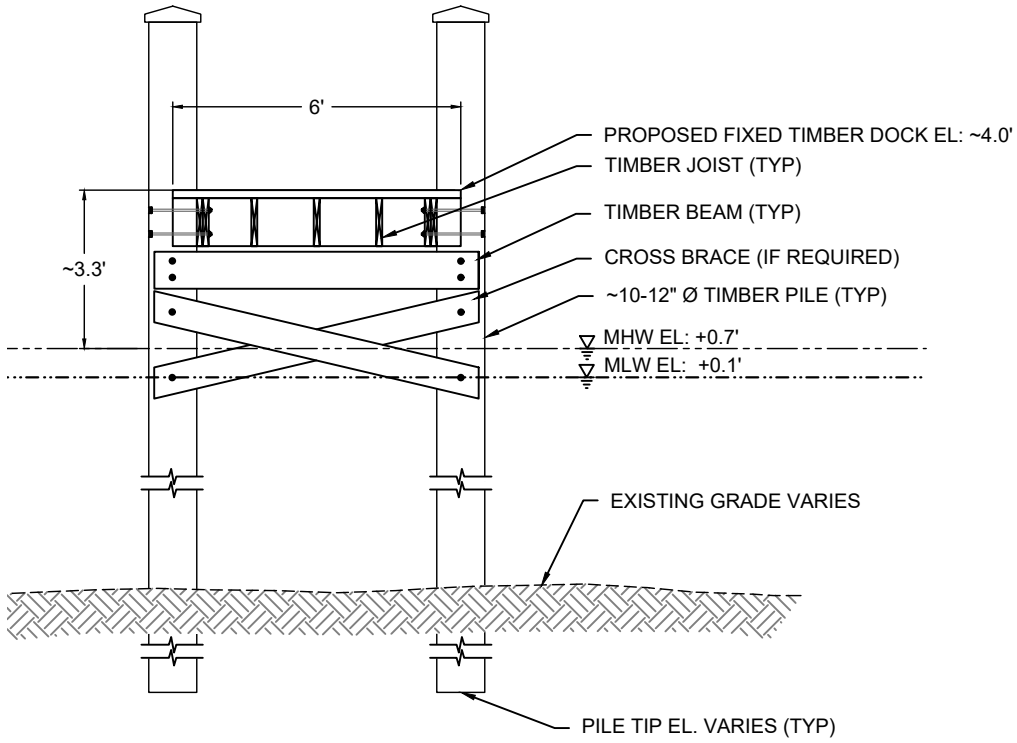

C
FIG 4 TYPICAL FIXED TIMBER DOCK DETAIL

SCALE: 1" = 4'

0 4'

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FIGURE 6
TYPICAL FIXED TIMBER DOCK DETAIL
PERRY DOCKING FACILITY - 302 HARBOR BLVD
DESTIN, FLORIDA

PROJECT	C2017-055
DRAWN BY	CAS/NP
SHEET	6 of
DATE	JAN 20

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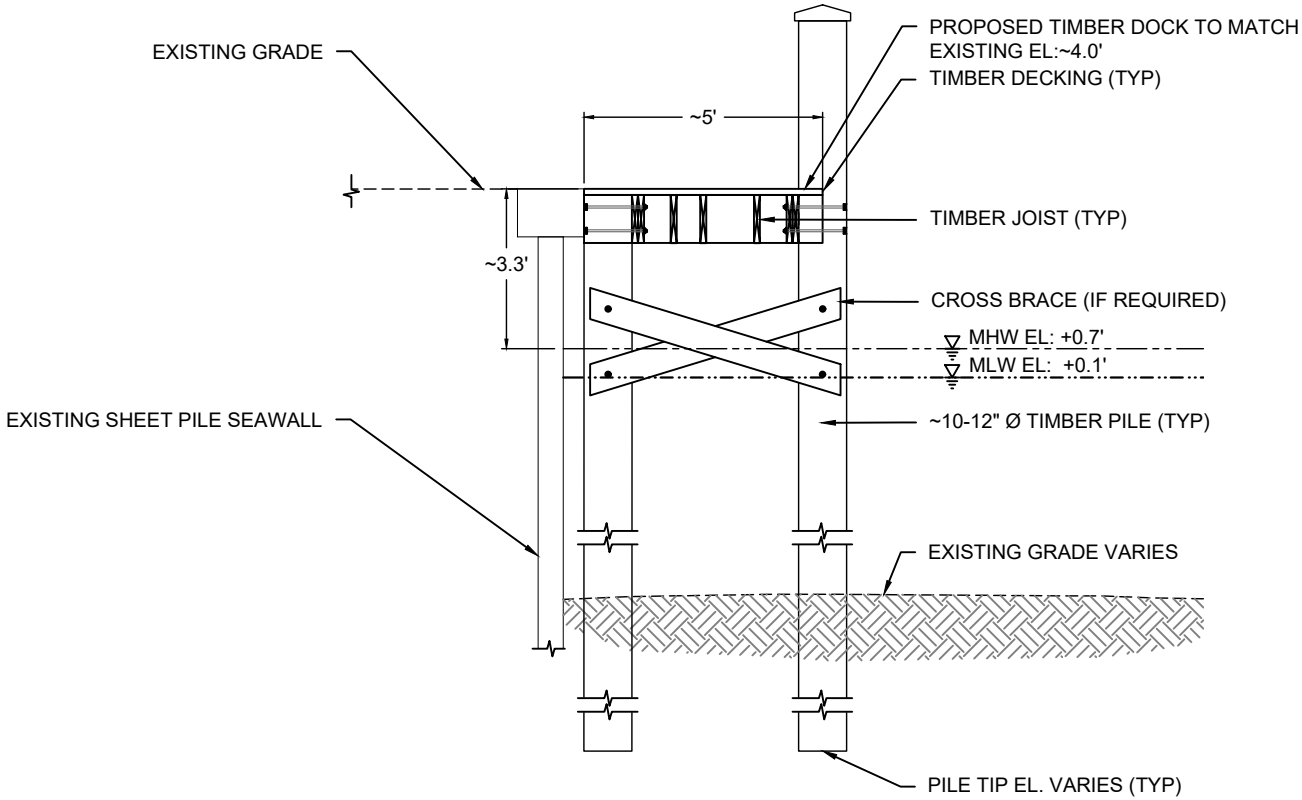

D
FIG 4

FIXED TIMBER BOARDWALK DETAIL

SCALE: 1" = 4'

0 4'

TAYLOR ENGINEERING INC.
4300 LEGENDARY DRIVE
SUITE C246
DESTIN, FL 32541
CERTIFICATE OF AUTHORIZATION # 4815

FIGURE 7
FIXED TIMBER BOARDWALK DETAIL
PERRY DOCKING FACILITY - 302 HARBOR BLVD
DESTIN, FLORIDA

PROJECT	C2017-055
DRAWN BY	CAS/NP
SHEET	7 of 8
DATE	JAN 201
SEAL	

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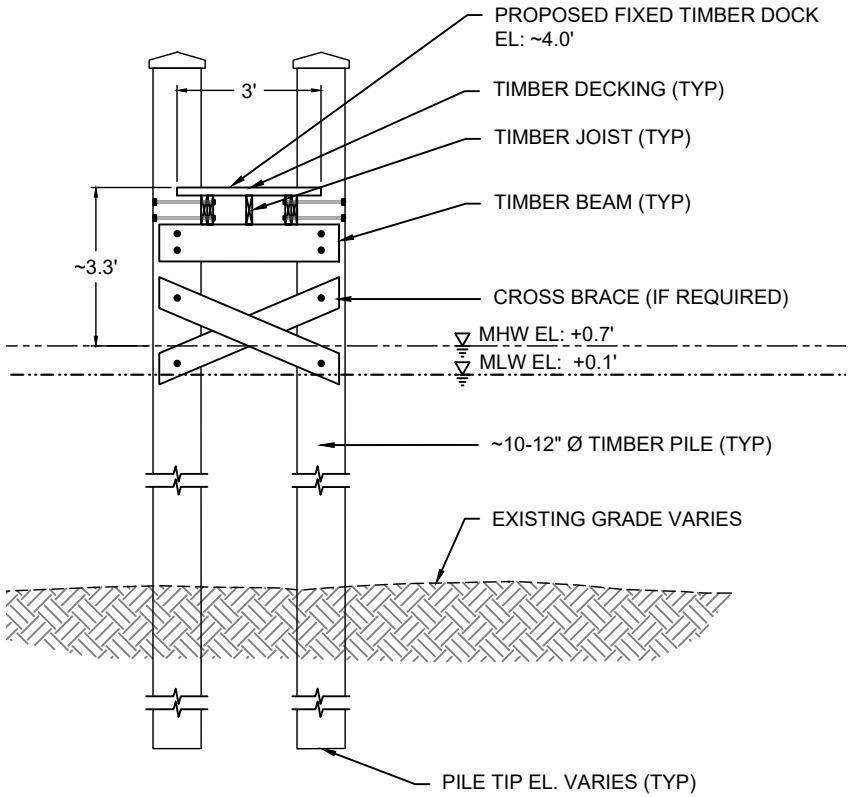

E
FIG 4

TYPICAL FINGER PIER SECTION

SCALE: 1" = 4'

0 4'

TAYLOR ENGINEERING INC.
4300 LEGENDARY DRIVE
SUITE C246
DESTIN, FL 32541
CERTIFICATE OF AUTHORIZATION # 4815

FIGURE 8
TYPICAL FINGER PIER SECTION
PERRY DOCKING FACILITY - 302 HARBOR BLVD
DESTIN, FLORIDA

PROJECT	C2017-055
DRAWN BY	CAS/NP
SHEET	8 of 9
DATE	JAN 2018
SEAL	

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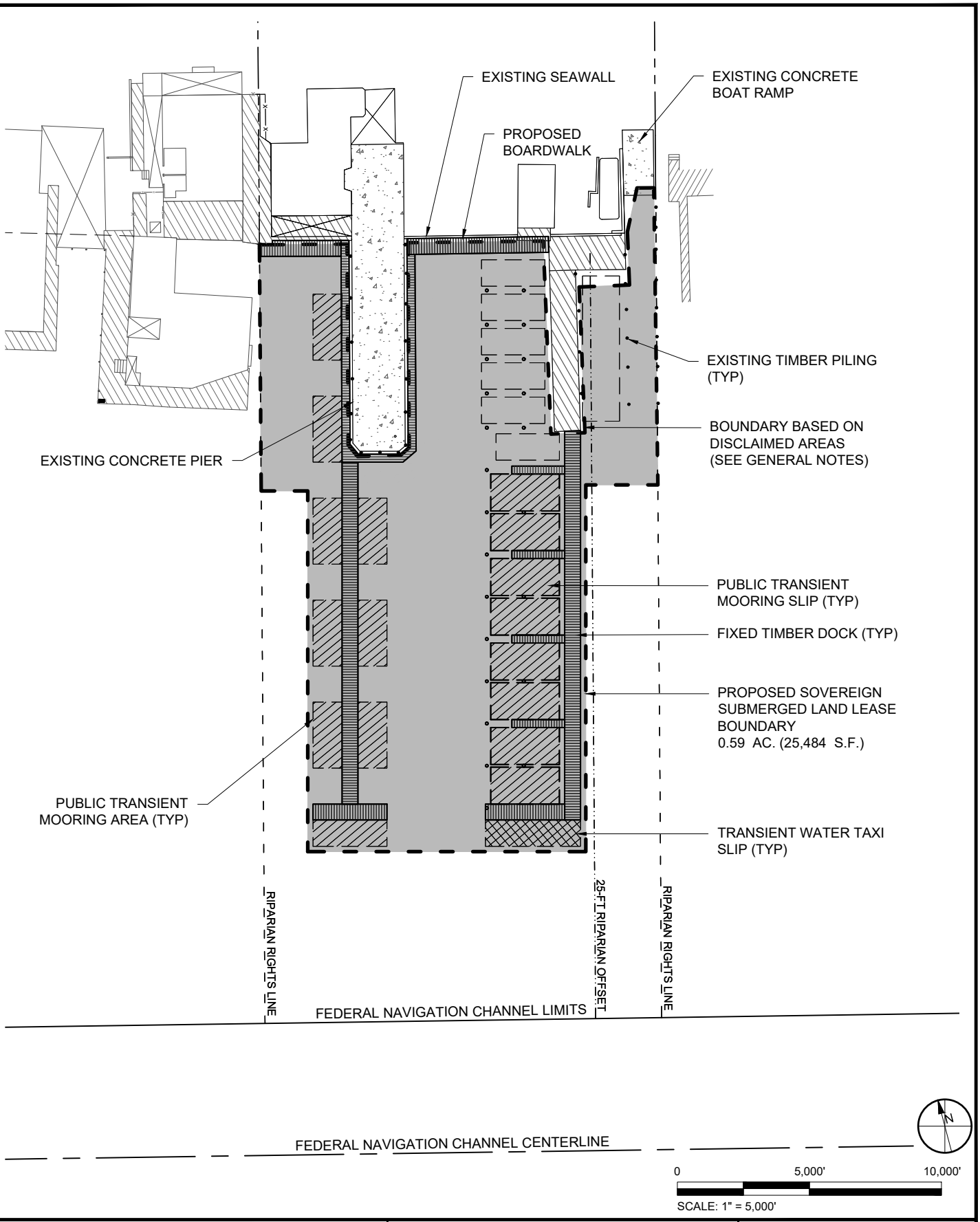

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SUITE C246
DESTIN, FL 32541
CERTIFICATE OF AUTHORIZATION # 4815

FIGURE 9
PROPOSED SUBMERGED LAND LEASE BOUNDARY
PERRY DOCKING FACILITY - 302 HARBOR BLVD
DESTIN, FLORIDA

PROJECT	DRAWN BY	SHEET	DATE
C2017-055	CAS/NP	9 of 9	JAN 2018

SEAL

PRELIMINARY DRAWINGS: THESE DRAWINGS ARE NOT IN FINAL FORM, BUT ARE BEING TRANSMITTED FOR AGENCY REVIEW.

Florida Department of Environmental Protection

160 W. Government Street, Suite 308
Pensacola, Florida 32502-5740

Rick Scott
Governor

Carlos Lopez-Cantera
Lt. Governor

Noah Valenstein
Secretary

Permittee/Authorized Entity:
Claude Perry
732 Harbor Boulevard
Destin, Florida 32541, Okaloosa County

Claude Perry dock modification

Authorized Agent:
Duncan Greer
Taylor Engineering, Inc.
4300 Legendary Drive, Suite C246
Destin, Florida 32541
dgreer@taylorengineering.com

Environmental Resource Permit
State-owned Submerged Lands Authorization – Granted Pending Document Execution

U.S. Army Corps of Engineers Authorization – Separate Corps Authorization Required

Okaloosa County
Permit No.: 0177410-003-EI/46
Lease File No.: 460023931

Permit Issuance Date: July 31, 2018
Permit Construction Phase Expiration Date: July 31, 2023

Consolidated Environmental Resource Permit and Sovereignty Submerged Lands Authorization

Permittee/Grantee: Claude Perry
Permit No: 0177410-003-EI/46

PROJECT LOCATION

The activities authorized by this permit and sovereignty submerged lands authorization are located at 302 Harbor Boulevard, parcel ID number 00-2S-22-0630-0000-07D1, Destin, Florida 32541, in Section 00, Township 2 South, Range 22 West in Okaloosa County, at 30°23′33.17″ North Latitude, -86°30′18.17″ West Longitude.

PROJECT DESCRIPTION

The permittee is authorized to construct two docks that extend from existing structures, and a boardwalk along the shoreline, within the landward extent of Destin Harbor aka Old Pass Lagoon, a Class III Florida Waterbody, Prohibited Shellfish Harvesting Area. Those activities include the construction and use of a commercial dock serving 15 vessels, 1 transient water taxi slip, and approximately 364 linear feet of public transient mooring area, comprising 6,059 square feet of structure and 25,484 square feet of preemption of state-owned sovereignty submerged lands. Authorized activities are depicted on the attached exhibits.

Dock
Existing 3,325 square feet
Proposed additional 2,734 square feet
Total: 6,059 square feet

Sovereign submerged land lease
Existing 11,030 square feet
Proposed additional 14,454 square feet
Total: 25,484 square feet

AUTHORIZATIONS

Claude Perry dock – 302 Harbor Blvd.

Environmental Resource Permit

The Department has determined that the activity qualifies for an Environmental Resource Permit. Therefore, the Environmental Resource Permit is hereby granted, pursuant to Part IV of Chapter 373, Florida Statutes (F.S.), and Chapter 62-330, Florida Administrative Code (F.A.C.).

Sovereignty Submerged Lands Authorization

The activity is located on sovereignty submerged lands owned by the State of Florida. It therefore also requires authorization from the Board of Trustees of the Internal Improvement Trust Fund (Board of Trustees), pursuant to Article X, Section 11 of the Florida Constitution, and Section 253.77, F.S. As staff to the Board of Trustees, the Department has reviewed the activity described above, and has determined that the appropriate form of proprietary authorization is a lease. Based on the information submitted, we have begun processing your application to modify your sovereign submerged lands lease 460023931. Please contact Diana Athnos at (850) 595-0557 for additional information.

The final documents required to execute the lease modification will be sent to the grantee by the Department's Division of State Lands for execution. The Department intends to issue the lease, upon satisfactory execution of those documents, including payment of required fees and compliance with the conditions in the attached permit. **You may not begin construction of the activities described until you receive a copy of the executed lease from the Department.**

Federal Authorization

Your proposed activity as outlined on your application and attached drawings **does not qualify** for Federal authorization pursuant to the State Programmatic General Permit and a **SEPARATE permit** or authorization **Shall be required** from the Corps. A copy of your permit application has been forwarded to the Corps for their review. The Corps will issue their authorization directly to you or contact you if additional information is needed. If you have not heard from the Corps within 30 days from the date your application was received at the local FDEP Office, contact the Corps for status and further information. **Failure to obtain Corps authorization prior to construction could subject you to federal enforcement action by that agency.**

Authority for review - an agreement with the USACOE entitled "Coordination Agreement Between the U. S. Army Corps of Engineers (Jacksonville District) and the Florida Department of Environmental Protection, or Duly Authorized Designee, State Programmatic General Permit", Section 10 of the Rivers and Harbor Act of 1899, and Section 404 of the Clean Water Act.

Coastal Zone Management

Issuance of this authorization also constitutes a finding of consistency with Florida's Coastal Zone Management Program, as required by Section 307 of the Coastal Zone Management Act.

Water Quality Certification

This permit also constitutes a water quality certification under Section 401 of the Clean Water Act, 33 U.S.C. 1341.

Other Authorizations

You are advised that authorizations or permits for this activity may be required by other federal, state, regional, or local entities including but not limited to local governments or municipalities. This permit does not relieve you from the requirements to obtain all other required permits or authorizations.

The activity described may be conducted only in accordance with the terms, conditions and attachments contained in this document. Issuance and granting of the permit and authorizations herein do not infer, nor guarantee, nor imply that future permits, authorizations, or modifications will be granted by the Department.

PERMIT CONDITIONS

The activities described must be conducted in accordance with:

- **The Specific Conditions**
- **The General Conditions**
- **The limits, conditions and locations of work shown in the attached drawings**
- **The term limits of this authorization**

You are advised to read and understand these conditions and drawings prior to beginning the authorized activities, and to ensure the work is conducted in conformance with all the terms, conditions, and drawings herein. If you are using a contractor, the contractor also should read and understand these conditions and drawings prior to beginning any activity. Failure to comply with these conditions, including any mitigation requirements, shall be grounds for the Department to revoke the permit and authorization and to take appropriate enforcement action. Operation of the facility is not authorized except when determined to be in conformance with all applicable rules and this permit and sovereignty submerged lands authorization, as described.

SPECIFIC CONDITIONS - PRIOR TO ANY CONSTRUCTION

1. If the approved permit drawings and/or narrative conflict with the specific conditions, then the specific conditions shall prevail.

2. Prior to the initiation of any work authorized by this permit, floating turbidity screens with weighted skirts that extend to within 1 ft. of the bottom shall be placed around the active construction areas of the site. The screens shall be maintained and shall remain in place for the duration of the project construction to ensure that turbidity levels outside the construction area do not exceed 29 NTU's above background levels. The permittee shall be responsible for ensuring that turbidity control devices are inspected daily and maintained in good working order so that there are no violations of state water quality standards outside of the turbidity screens.

3. The following measures shall be taken by the permittee whenever turbidity levels within waters of the State surrounding the project site exceed 29 NTU's above background:

a. Immediately cease all work contributing to the water quality violation.

b. Modify the work procedures that were responsible for the violation, and install more turbidity containment devices and repair any non-functioning turbidity containment devices.

c. Notify the Department of Environmental Protection, Submerged Lands & Environmental Resources Program, Compliance and Enforcement Section, Northwest District Office, 160 W Government Street, Pensacola, Florida 32502-5794, in writing or by telephone at (850)595-8300 within 24 hours of the time the violation is first detected.

SPECIFIC CONDITIONS – CONSTRUCTION ACTIVITIES

4. There shall be no stock piling of tools, materials, (i.e., lumber, pilings, riprap, and debris) within wetlands, along the shoreline within the littoral zone, or elsewhere within waters/waters of the state.

5. All cleared vegetation, excess lumber, scrap wood, trash, garbage and any other type of debris shall be removed from wetlands/waters of the state within 14 days of completion of the work authorized in this permit.

6. Construction equipment shall not be repaired or refueled in wetlands or elsewhere within waters of the state.

7. All watercraft associated with the construction of the permitted structure shall only operate within waters of sufficient depth so as to preclude bottom scouring and prop dredging.

8. This permit does not authorize the construction of any additional structures not illustrated on the permit drawings. Examples of additional structures include but are not limited to walkways, awnings, enclosed sides and covers over slip areas, finger piers, step-down stairs, storage closets and decking.

SPECIFIC CONDITIONS – OPERATION AND MAINTENANCE ACTIVITIES

9. Overboard discharges of trash, human or animal waste, or fuel shall not occur at the dock.

10. There shall be a minimum 12-inch clearance between the deepest draft of the vessel (with the motor in the down position) and the bottom of the waterbody at mean low water so as to preclude bottom scouring or prop dredging.

SPECIFIC CONDITIONS – ADMINISTRATIVE/EMERGENCIES

11. The construction phase expires at 11:59 p.m. on the date indicated on the cover page of this permit.

12. For emergencies involving a serious threat to the public health, safety, welfare, or environment, the emergency telephone contact number is (800) 320-0519 (State Warning Point). The Department telephone number for reporting nonthreatening problems or system malfunctions is (850) 595-0663, day or night.

GENERAL CONDITIONS FOR INDIVIDUAL PERMITS

The following general conditions are binding on all individual permits issued under chapter 62-330, F.A.C., except where the conditions are not applicable to the authorized activity, or where the conditions must be modified to accommodate project-specific conditions.

1. All activities shall be implemented following the plans, specifications and performance criteria approved by this permit. Any deviations must be authorized in a permit modification in accordance with Rule 62-330.315, F.A.C. Any deviations that are not so authorized may subject the permittee to enforcement action and revocation of the permit under Chapter 373, F.S.

2. A complete copy of this permit shall be kept at the work site of the permitted activity during the construction phase, and shall be available for review at the work site upon request by the Agency staff. The permittee shall require the contractor to review the complete permit prior to beginning construction.

3. Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance-based erosion and sediment control best management practices shall be installed immediately prior to, and be maintained during and after construction as needed, to prevent adverse impacts to the water resources and adjacent lands. Such practices shall be in accordance with the *State of Florida Erosion and Sediment Control Designer and Reviewer Manual (Florida Department of Environmental Protection and Florida Department of Transportation June 2007),* and the *Florida Stormwater Erosion and Sedimentation Control Inspector's Manual (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008),* which are both incorporated by reference in subparagraph 62-330.050(9)(b)5., F.A.C., unless a project-specific erosion and sediment control plan is approved or other water quality control measures are required as part of the permit.

4. At least 48 hours prior to beginning the authorized activities, the permittee shall submit to the Agency a fully executed Form 62-330.350(1), "Construction Commencement Notice," [October 1, 2013], which is incorporated by reference in paragraph 62-330.350(1)(d), F.A.C., indicating the expected start and completion dates. A copy of this form may be obtained from the Agency, as described in subsection 62-330.010(5), F.A.C. If available, an Agency website that fulfills this notification requirement may be used in lieu of the form.

5. Unless the permit is transferred under Rule 62-330.340, F.A.C., or transferred to an operating entity under Rule 62-330.310, F.A.C., the permittee is liable to comply with the plans, terms and conditions of the permit for the life of the project or activity.

6. Within 30 days after completing construction of the entire project, or any independent portion of the project, the permittee shall provide the following to the Agency, as applicable:
   a. For an individual, private single-family residential dwelling unit, duplex, triplex, or quadruplex – "Construction Completion and Inspection Certification for Activities Associated With a Private Single-Family Dwelling Unit" [Form 62-330.310(3)]; or
   b. For all other activities – "As-Built Certification and Request for Conversion to Operational Phase" [Form 62-330.310(1)].
   c. If available, an Agency website that fulfills this certification requirement may be used in lieu of the form.

7. If the final operation and maintenance entity is a third party:
   a. Prior to sales of any lot or unit served by the activity and within one year of permit issuance, or within 30 days of as- built certification, whichever comes first, the permittee shall submit, as applicable, a copy of the operation and maintenance documents (see sections 12.3 thru 12.3.3 of Volume I) as filed with the Department of State, Division of Corporations and a copy of any easement, plat, or deed restriction needed to operate or maintain the project, as recorded with the Clerk of the Court in the County in which the activity is located.
   b. Within 30 days of submittal of the as- built certification, the permittee shall submit "Request for Transfer of Environmental Resource Permit to the Perpetual Operation Entity" [Form 62-330.310(2)] to transfer the permit to the operation and maintenance entity, along with the documentation requested in the form. If available, an Agency website that fulfills this transfer requirement may be used in lieu of the form.

8. The permittee shall notify the Agency in writing of changes required by any other regulatory agency that require changes to the permitted activity, and any required modification of this permit must be obtained prior to implementing the changes.

9. This permit does not:
   a. Convey to the permittee any property rights or privileges, or any other rights or privileges other than those specified herein or in Chapter 62-330, F.A.C.;
   b. Convey to the permittee or create in the permittee any interest in real property;
   c. Relieve the permittee from the need to obtain and comply with any other required federal, state, and local authorization, law, rule, or ordinance; or
   d. Authorize any entrance upon or work on property that is not owned, held in easement, or controlled by the permittee.

10. Prior to conducting any activities on state-owned submerged lands or other lands of the state, title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund, the permittee must receive all necessary approvals and authorizations under Chapters 253 and 258, F.S. Written authorization that requires formal execution by the Board of Trustees of the Internal Improvement Trust Fund shall not be considered received until it has been fully executed.

11. The permittee shall hold and save the Agency harmless from any and all damages, claims, or liabilities that may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any project authorized by the permit.

12. The permittee shall notify the Agency in writing:

a. Immediately if any previously submitted information is discovered to be inaccurate; and
b. Within 30 days of any conveyance or division of ownership or control of the property or the system, other than conveyance via a long-term lease, and the new owner shall request transfer of the permit in accordance with Rule 62-330.340, F.A.C. This does not apply to the sale of lots or units in residential or commercial subdivisions or condominiums where the stormwater management system has been completed and converted to the operation phase.

13. Upon reasonable notice to the permittee, Agency staff with proper identification shall have permission to enter, inspect, sample and test the project or activities to ensure conformity with the plans and specifications authorized in the permit.

14. If any prehistoric or historic artifacts, such as pottery or ceramics, stone tools or metal implements, dugout canoes, or any other physical remains that could be associated with Native American cultures, or early colonial or American settlement are encountered at any time within the project site area, work involving subsurface disturbance in the immediate vicinity of such discoveries shall cease. The permittee or other designee shall contact the Florida Department of State, Division of Historical Resources, Compliance and Review Section, at (850) 245-6333 or (800) 847-7278, as well as the appropriate permitting agency office. Such subsurface work shall not resume without verbal or written authorization from the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately and notification shall be provided in accordance with Section 872.05, F.S.

15. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding unless a specific condition of this permit or a formal determination under Rule 62-330.201, F.A.C., provides otherwise.

16. The permittee shall provide routine maintenance of all components of the stormwater management system to remove trapped sediments and debris. Removed materials shall be disposed of in a landfill or other uplands in a manner that does not require a permit under Chapter 62-330, F.A.C., or cause violations of state water quality standards.

17. This permit is issued based on the applicant's submitted information that reasonably demonstrates that adverse water resource-related impacts will not be caused by the completed permit activity. If any adverse impacts result, the Agency will require the permittee to eliminate the cause, obtain any necessary permit modification, and take any necessary corrective actions to resolve the adverse impacts.

18. A Recorded Notice of Environmental Resource Permit may be recorded in the county public records in accordance with subsection 62-330.090(7), F.A.C. Such notice is not an encumbrance upon the property.

NOTICE OF RIGHTS

This action is final and effective on the date filed with the Clerk of the Department unless a petition for an administrative hearing is timely filed under Sections 120.569 and 120.57, F.S., before the deadline for filing a petition. On the filing of a timely and sufficient petition, this action will not be final and effective until further order of the Department. Because the administrative hearing process is designed to formulate final agency action, the hearing process may result in a modification of the agency action or even denial of the application.

Petition for Administrative Hearing

A person whose substantial interests are affected by the Department's action may petition for an administrative proceeding (hearing) under Sections 120.569 and 120.57, F.S. Pursuant to Rule 28-106.201, F.A.C., a petition for an administrative hearing must contain the following information:

(a) The name and address of each agency affected and each agency's file or identification number, if known;
(b) The name, address, any email address, any facsimile number, and telephone number of the petitioner; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner's substantial interests are or will be affected by the agency determination;
(c) A statement of when and how the petitioner received notice of the agency decision;
(d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;
(e) A concise statement of the ultimate facts alleged, including the specific facts that the petitioner contends warrant reversal or modification of the agency's proposed action;
(f) A statement of the specific rules or statutes that the petitioner contends require reversal or modification of the agency's proposed action, including an explanation of how the alleged facts relate to the specific rules or statutes; and
(g) A statement of the relief sought by the petitioner, stating precisely the action that the petitioner wishes the agency to take with respect to the agency's proposed action.

The petition must be filed (received by the Clerk) in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000. Also, a copy of the petition shall be mailed to the applicant at the address indicated above at the time of filing.

Time Period for Filing a Petition

In accordance with Rule 62-110.106(3), F.A.C., petitions for an administrative hearing by the applicant must be filed within 14 days of receipt of this written notice. Petitions filed by any persons other than the applicant, and other than those entitled to written notice under Section 120.60(3), F.S., must be filed within 14 days of publication of the notice or within 14 days of receipt of the written notice, whichever occurs first. Under Section 120.60(3), F.S., however, any person who has asked the Department for notice of agency action may file a petition within 14 days of receipt of such notice, regardless of the date of publication. The failure to file a petition within the appropriate time period shall constitute a waiver of that person's right to request an administrative determination (hearing) under Sections 120.569 and 120.57, F.S., or to intervene in this proceeding and participate as a party to it. Any subsequent intervention (in a proceeding initiated by another party) will be only at the discretion of the presiding officer upon the filing of a motion in compliance with Rule 28-106.205, F.A.C.

Extension of Time

Under Rule 62-110.106(4), F.A.C., a person whose substantial interests are affected by the Department's action may also request an extension of time to file a petition for an administrative hearing. The Department may, for good cause shown, grant the request for an extension of time. Requests for extension of time must be filed with the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, before the applicable deadline for filing a petition for an administrative hearing. A timely request for extension of time shall toll the running of the time period for filing a petition until the request is acted upon.

Mediation

Mediation is not available in this proceeding.

FLAWAC Review

The applicant, or any party within the meaning of Section 373.114(1)(a) or 373.4275, F.S., may also seek appellate review of this order before the Land and Water Adjudicatory Commission under Section 373.114(1) or 373.4275, F.S. Requests for review before the Land and Water Adjudicatory Commission must be filed with the Secretary of the Commission and served on the Department within 20 days from the date when this order is filed with the Clerk of the Department.

Judicial Review

Once this decision becomes final, any party to this action has the right to seek judicial review pursuant to Section 120.68, F.S., by filing a Notice of Appeal pursuant to Rules 9.110 and 9.190, Florida Rules of Appellate Procedure, with the Clerk of the Department in the Office of General Counsel, 3900 Commonwealth Boulevard, M.S. 35, Tallahassee, Florida 32399-3000; and by filing a copy of the Notice of Appeal accompanied by the applicable filing fees with the appropriate District Court of Appeal. The Notice of Appeal must be filed within 30 days from the date this action is filed with the Clerk of the Department.

Thank you for applying to the Submerged Lands and Environmental Resource Permit Program. If you have any questions regarding this matter, please contact Diana Athnos at the letterhead address, at (850)595-0557, or at diana.athnos@floridadep.gov

EXECUTION AND CLERKING
Executed in Orlando, Florida.
STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

Emile D. Hamilton
Director of District Management

EDH:da

Attachment: Project Drawings and Design Specs., 9 pages

Copies of 62-330 forms may be obtained at:
http://www.dep.state.fl.us/water/wetlands/erp/forms.htm

CERTIFICATE OF SERVICE
The undersigned duly designated deputy clerk hereby certifies that this document and all attachments were sent on the filing date below to the following listed persons:

Bill Bubel, Howard Group, bill@howardgrp.com
Duncan Greer, Taylor Engineering, Inc., dgreer@taylorengineering.com
Tanya McHale, DEP, tanya.mchale@floridadep.gov
Diana Athnos, DEP, diana.athnos@floridadep.gov
Lea Crandall, DEP, lea.crandall@dep.state.fl.us
Kathy Griffin, DEP, Kathy.griffin@dep.state.fl.us
Okaloosa County, mmartinez@co.okaloosa.fl.us, jautrey@co.okaloosa.fl.us, sbitterman@co.okaloosa.fl.us, propertyappraiser@okaloosapa.com

FILING AND ACKNOWLEDGMENT
FILED, on this date, pursuant to Section 120.52, F.S., with the designated Department Clerk, receipt of which is hereby acknowledged.

Clerk **Date** July 31, 2018



DEPARTMENT OF ENVIRONMENTAL PROTECTION
PERMIT
STATE OF FLORIDA

DUNCAN GREER
LICENSE
No. 83306
STATE OF FLORIDA
PROFESSIONAL ENGINEER
DUNCAN GREER, P.E. #83306
DATE

TAYLOR ENGINEERING INC.
4300 LEGENDARY DRIVE
SUITE C246
DESTIN, FL 32541
CERTIFICATE OF AUTHORIZATION # 4815

FIGURE 1
PROJECT LOCATION
PERRY DOCKING FACILITY - 302 HARBOR BLVD
DESTIN, FLORIDA

PROJECT	C2017-055
DRAWN BY	CAS/NP
SHEET	1 of 9
DATE	JAN 2018

CATHY SHELL X:\SY'S\PROJECTS\C2017-055 CLAUDE PERRY MARINA\PERMIT\SET 2\C2017-055 P-OVERVIEW.DWG 3/29/2018 9:57:34 AM

PRELIMINARY DRAWINGS: THESE DRAWINGS ARE NOT IN FINAL FORM, BUT ARE BEING TRANSMITTED FOR AGENCY REVIEW.

GENERAL NOTES:

1. DRAWING REFERENCES THE FLORIDA STATE PLANE NORTH, NORTH AMERICAN DATUM OF 1983 (NAD83).
2. ALL ELEVATIONS REFERENCE THE 1988 NORTH AMERICAN VERTICAL DATUM (NAVD88). ELEVATIONS IN FEET UNLESS NOTED OTHERWISE.
3. AERIAL IMAGERY OBTAINED FROM FLORIDA DEPARTMENT OF TRANSPORTATION (2016), UNLESS NOTED OTHERWISE. AERIAL IMAGERY DISPLAYED HEREON FOR INFORMATIONAL PURPOSES ONLY. NO PHOTOGRAPHIC ACCURACY IS IMPLIED BY THESE MAPS.
4. FEDERAL NAVIGATION CHANNEL LIMITS OBTAINED FROM THE U.S. ARMY CORPS OF ENGINEERS MOBILE DISTRICT.
5. PARCEL BOUNDARIES, EXISTING SUBMERGED LAND LEASE BOUNDARY, AND MEAN HIGH WATER ELEVATION ARE APPROXIMATE, AND OBTAINED FROM A "BOUNDARY AND TOPOGRAPHIC SURVEY ON A PORTION OF LOTS 7D & 7E, MORENO POINT MILITARY RESERVATION, UNDIVIDED TOWNSHIP 2 SOUTH, RANGE 22 WEST, CITY OF DESTIN, OKALOOSA COUNTY, FLORIDA" BY EMERALD COAST ASSOCIATES, INC., DATED 01-27-05, PROJECT 05-014.
6. BATHYMETRIC CONTOURS OBTAINED BY TAYLOR ENGINEERING, INC., DATED OCTOBER 2017.
7. DRAWING REFERENCES EXISTING BOARD OF TRUSTEES SOVEREIGN SUBMERGED LAND LEASE # 460023931 THAT INCLUDES DISCLAIMED AREAS ALONG THE PROPERTY SHORELINE.
8. CONCRETE PIER AND TIMBER PERIMETER DOCK AUTHORED BY FDEP PERMIT NO. 46-0177410-002-ET AND USACE PERMIT NO. SAJ-2016-01101 (LP-MD2).
9. CONSTRUCTION SHALL NOT VIOLATE STATE WATER QUALITY STANDARDS.
10. NO LIVE-A-BOARDS ARE PROPOSED.
11. NO FUELING FACILITIES OR SEWAGE PUMP-OUTS ARE PROPOSED AT THIS FACILITY.
12. MATERIALS ARE SUBJECT TO CHANGE. PILE EMBEDMENT, DIMENSIONS, AND SPACING WILL BE DETERMINED DURING FINAL DESIGN.
13. THE LOCATION OF TURBIDITY CURTAINS SHOWN ON THESE DRAWINGS FOR INFORMATIONAL PURPOSES ONLY. TURBIDITY CURTAINS SHALL BE LOCATED AND REPOSITIONED BY THE CONTRACTOR USING BEST MANAGEMENT PRACTICES TO ASSURE WATER QUALITY STANDARDS ARE MAINTAINED THROUGHOUT CONSTRUCTION.
14. DOCK PILINGS WILL BE WRAPPED TREATED TIMBER OR OTHERWISE MADE FROM NON-LEACHING MATERIALS.

PROPOSED DOCK PLAN:

1. COMMERCIAL (PERMANENT) SLIPS
   - 1.1. EXISTING: 7
   - 1.2. PROPOSED INCREASE FROM EXISTING : 0
   - 1.3. TOTAL PROPOSED COMMERCIAL SLIPS: 7
2. PUBLIC TRANSIENT MOORING SLIPS
   - 2.1. EXISTING: 5
   - 2.2. PROPOSED INCREASE FROM EXISTING: 12
   - 2.3. TOTAL PROPOSED PUBLIC TRANSIENT MOORING SLIPS: 17
3. TRANSIENT WATER TAXI SLIP
   - 3.1. EXISTING: 0
   - 3.2. PROPOSED INCREASE FROM EXISTING: 1
   - 3.3. TOTAL PROPOSED TRANSIENT WATER TAXI SLIPS: 1
4. FIXED CONCRETE/TIMBER DOCK AREA
   - 4.1. EXISTING: 3,325 S.F.
   - 4.2. PROPOSED INCREASE FROM EXISTING: 2,734 S.F.
   - 4.3. TOTAL PROPOSED CONCRETE/TIMBER DOCK AREA: 6,059 S.F.
5. SOVEREIGN SUBMERGED LAND LEASE AREA (LEASE # 460023931)
   - 5.1. EXISTING: 11,030 S.F. (0.25 ACRES)
   - 5.2. PROPOSED INCREASE FROM EXISTING: 14,454 S.F. (0.33 ACRES)
   - 5.3. TOTAL PROPOSED SOVEREIGN SUBMERGED LAND LEASE AREA: 25,484 S.F. (0.59 ACRES)

DEPARTMENT OF ENVIRONMENTAL PROTECTION
STATE OF FLORIDA
PERMIT
2/9
0177410-003-EI

TIDAL DATUM REFERENCE:

MHHW	0.73'
MHW	0.72'
MSL	0.40'
MLW	0.13'
MLLW	0.12'
NAVD 88	0.00'

DUNCAN GREER LICENSE No. 83306
PROFESSIONAL ENGINEER
SEAL STATE OF FLORIDA

TAYLOR ENGINEERING INC.
4300 LEGENDARY DRIVE
SUITE C246
DESTIN, FL 32541
CERTIFICATE OF AUTHORIZATION # 4815

FIGURE 2
GENERAL NOTES
PERRY DOCKING FACILITY - 302 HARBOR BLVD
DESTIN, FLORIDA

PROJECT	DRAWN BY	SHEET	DATE
C2017-055	CAS/NP	2 of 9	JAN 2018

DUNCAN GREER, P.E. #83306 — DATE

CATHY SHELL X:\SY\SPROJECTS\C2017-055 CLAUDE PERRY MARINA\PERMIT\SET 2\C2017-055 P-NOTES.DWG 3/29/2018 9:57:36 AM

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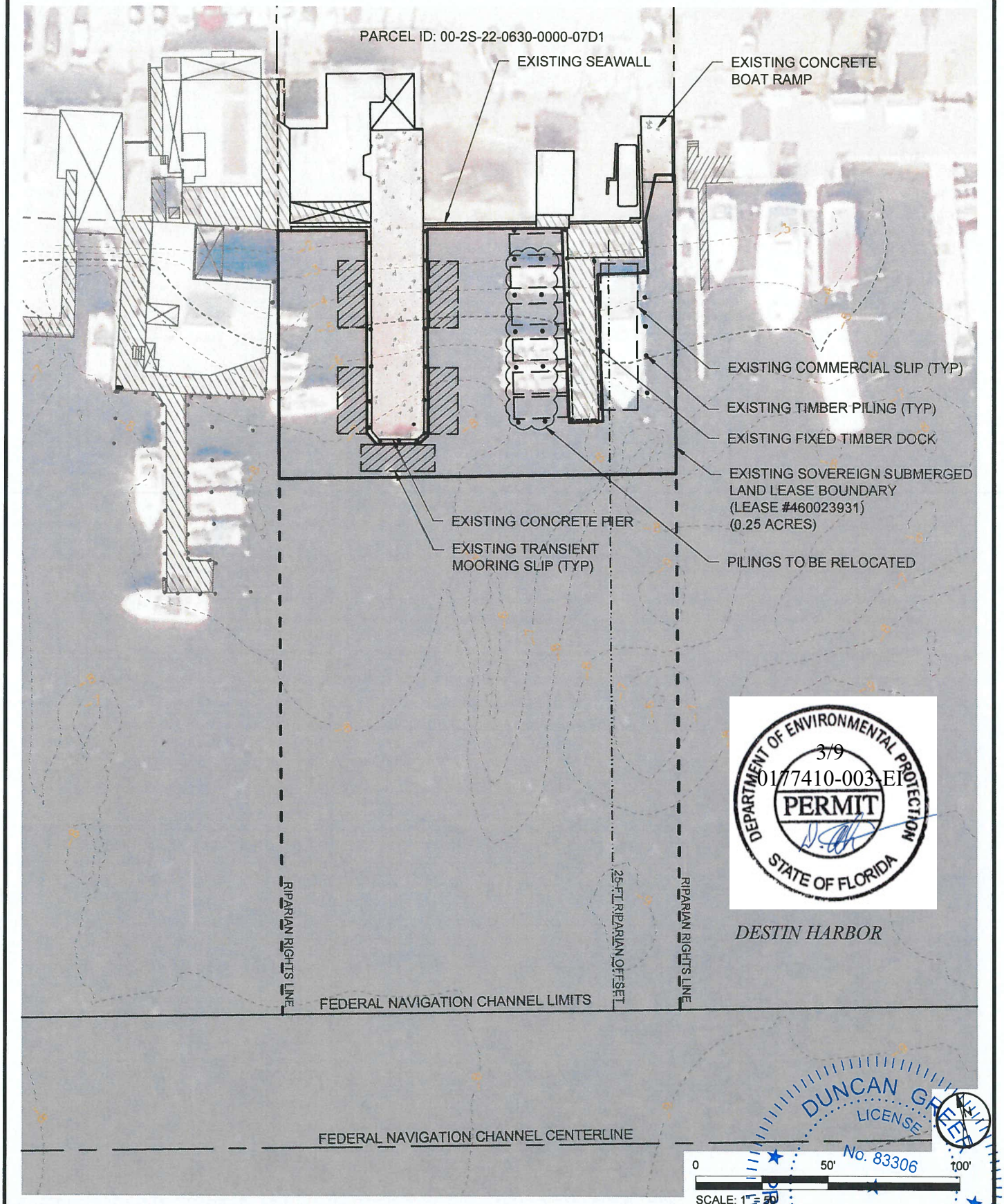

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SUITE C246
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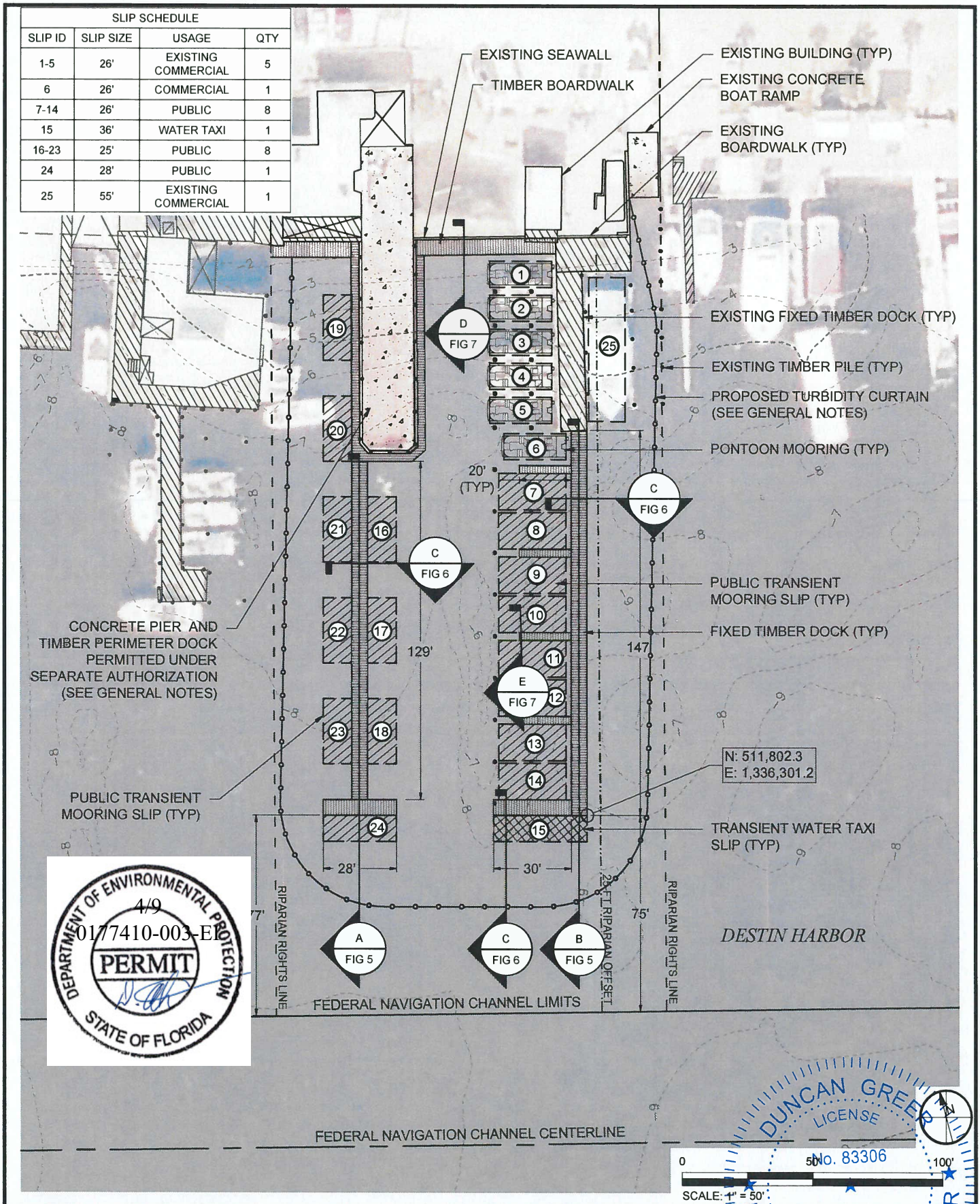
CERTIFICATE OF AUTHORIZATION # 4815

FIGURE 3
EXISTING CONDITIONS
PERRY DOCKING FACILITY - 302 HARBOR BLVD
DESTIN, FLORIDA

PROJECT	DRAWN BY	SHEET	DATE
C2017-055	CAS/NP	3 of 9	JAN 2018

SEAL
STATE OF FLORIDA
PROFESSIONAL ENGINEER
DUNCAN GREER, P.E. #83306
DATE 3/29/18

PRELIMINARY DRAWINGS: THESE DRAWINGS ARE NOT IN FINAL FORM, BUT ARE BEING TRANSMITTED FOR AGENCY REVIEW.



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4300 LEGENDARY DRIVE
SUITE C246
DESTIN, FL 32541
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FIGURE 4
PROPOSED SITE PLAN
PERRY DOCKING FACILITY - 302 HARBOR BLVD
DESTIN, FLORIDA

PROJECT	DRAWN BY	SHEET	DATE
C2017-055	CAS/NP	4 of 9	JAN 2018

DUNCAN GREER, P.E. #83306 — DATE

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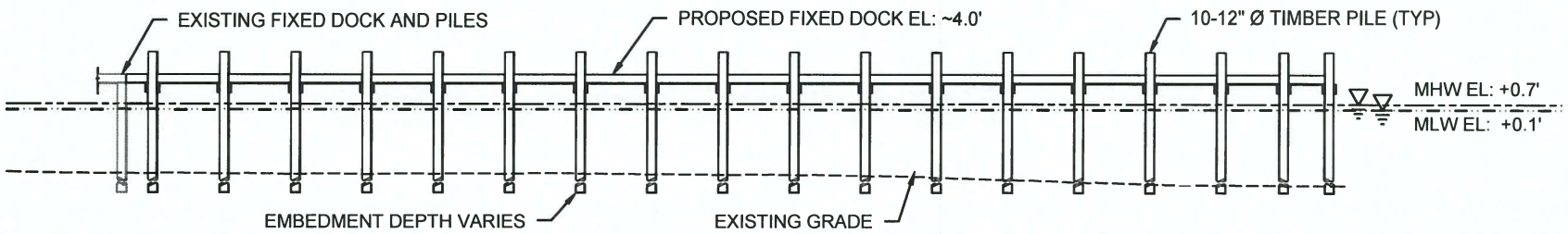
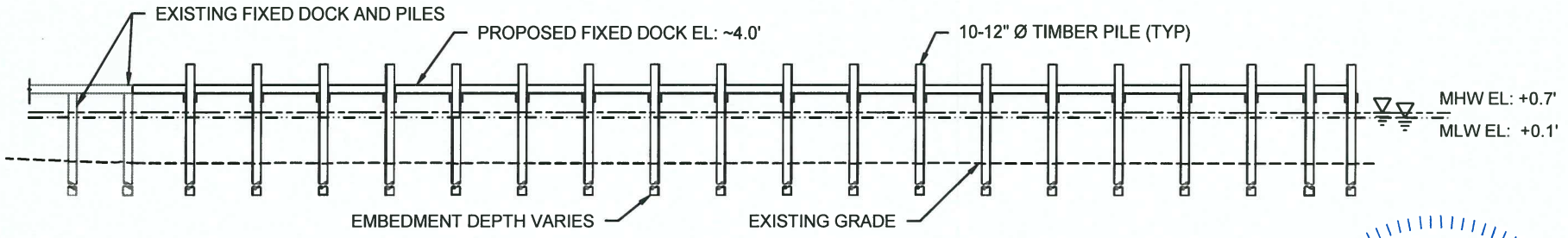


A FIG 4 WESTERN DOCK PROFILE
SCALE: 1" = 20' 0 20'

5/9
0177410-003-EI
PERMIT
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STATE OF FLORIDA



B FIG 4 EASTERN DOCK PROFILE
SCALE: 1" = 20' 0 20'

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CERTIFICATE OF AUTHORIZATION # 4815

FIGURE 5
DOCK PROFILES
PERRY DOCKING FACILITY - 302 HARBOR BLVD
DESTIN, FLORIDA

PROJECT	C2017-055
DRAWN BY	CAS/NP
SHEET	5 of 9
DATE	JAN 2018

DUNCAN GREER, P.E. #83306 DATE

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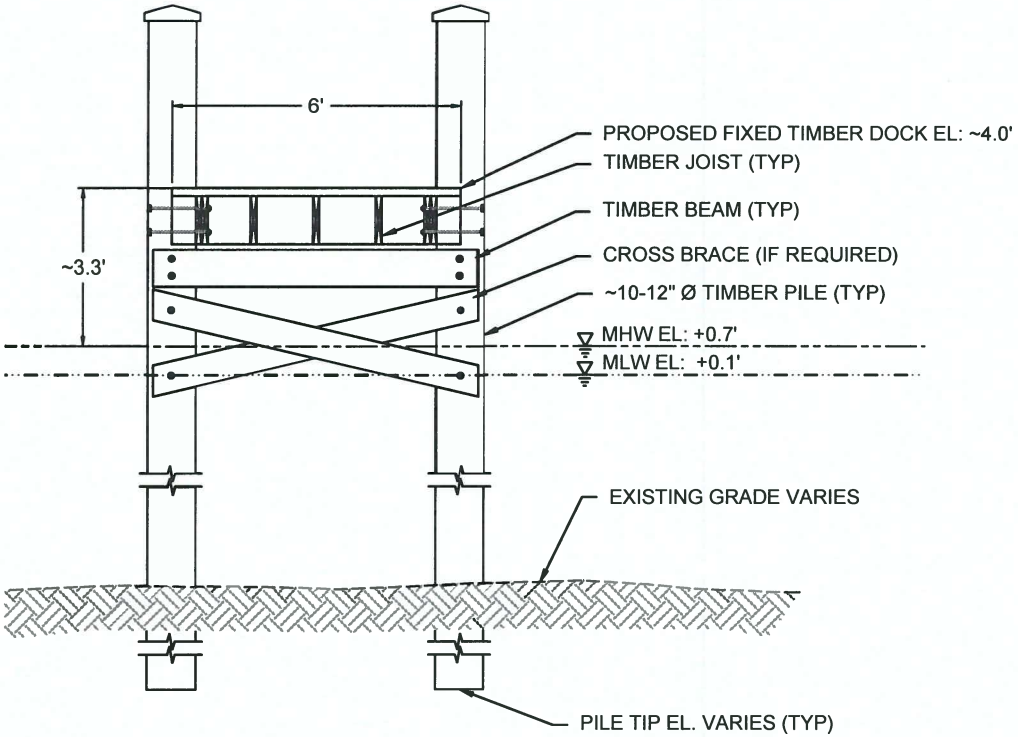

C
FIG 4

TYPICAL FIXED TIMBER DOCK DETAIL

SCALE: 1" = 4'

0 4'

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STATE OF FLORIDA
3/29/18
DUNCAN GREER, P.E. #83306
DATE

TAYLOR ENGINEERING INC.
4300 LEGENDARY DRIVE
SUITE C246
DESTIN, FL 32541
CERTIFICATE OF AUTHORIZATION # 4815

FIGURE 6
TYPICAL FIXED TIMBER DOCK DETAIL
PERRY DOCKING FACILITY - 302 HARBOR BLVD
DESTIN, FLORIDA

PROJECT	C2017-055
DRAWN BY	CAS/NP
SHEET	6 of 9
DATE	JAN 2018

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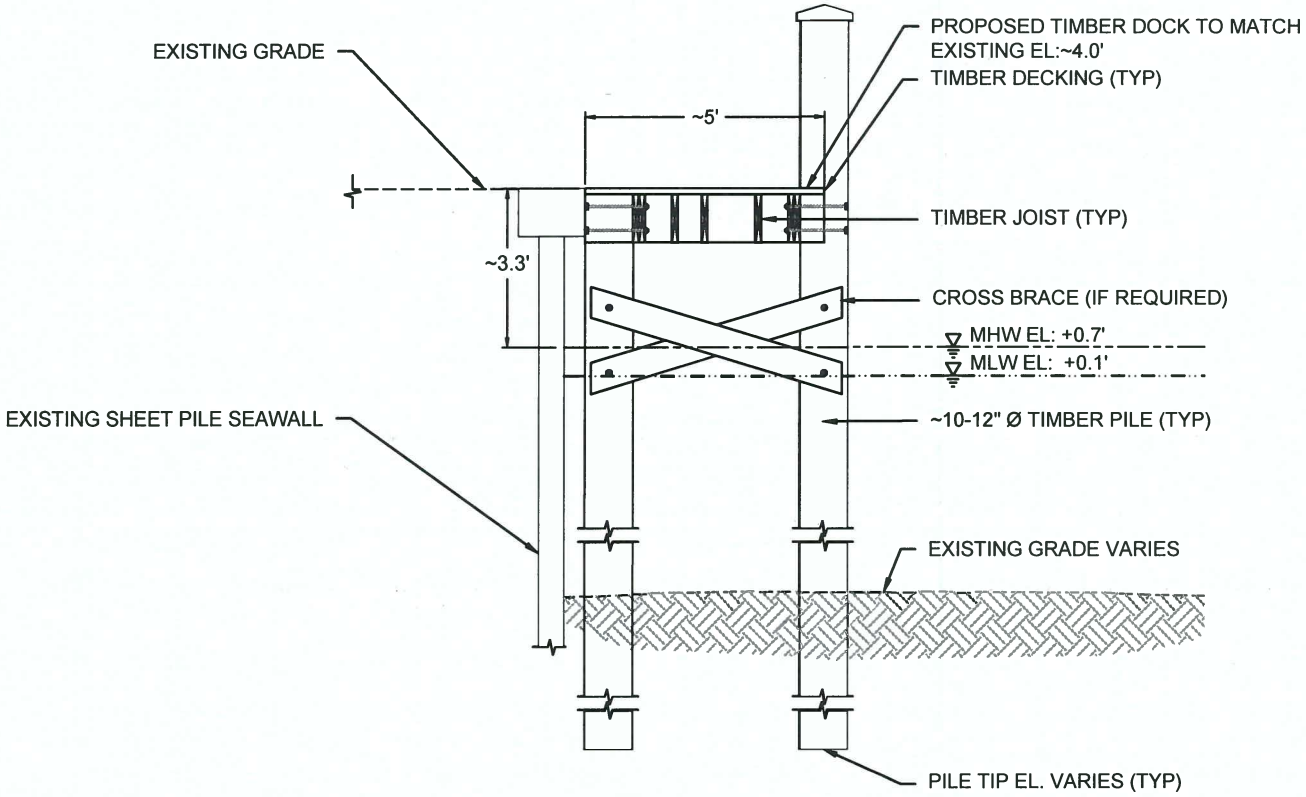

D
FIG 4

FIXED TIMBER BOARDWALK DETAIL

SCALE: 1" = 4'

0 4'

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STATE OF FLORIDA
PROFESSIONAL ENGINEER
3/29/18
DUNCAN GREER, P.E. #83306 DATE

TAYLOR ENGINEERING INC.
4300 LEGENDARY DRIVE
SUITE C246
DESTIN, FL 32541
CERTIFICATE OF AUTHORIZATION # 4815

FIGURE 7
FIXED TIMBER BOARDWALK DETAIL
PERRY DOCKING FACILITY - 302 HARBOR BLVD
DESTIN, FLORIDA

PROJECT	C2017-055
DRAWN BY	CAS/NP
SHEET	7 of 9
DATE	JAN 2018

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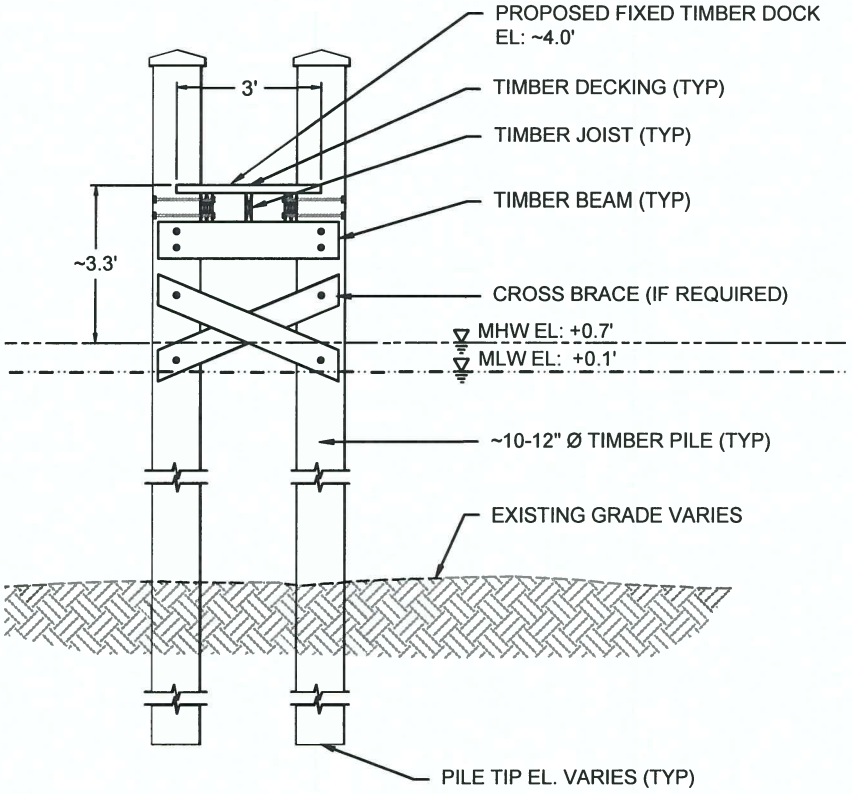

E / FIG 4 TYPICAL FINGER PIER SECTION

SCALE: 1" = 4' 0 4'

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STATE OF FLORIDA
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0177410-003-EI

DUNCAN GREER
LICENSE
No. 83306
STATE OF FLORIDA
PROFESSIONAL ENGINEER
DUNCAN GREER / 83306 DATE

TAYLOR ENGINEERING INC.
4300 LEGENDARY DRIVE
SUITE C246
DESTIN, FL 32541
CERTIFICATE OF AUTHORIZATION # 4815

FIGURE 8
TYPICAL FINGER PIER SECTION
PERRY DOCKING FACILITY - 302 HARBOR BLVD
DESTIN, FLORIDA

PROJECT	C2017-055
DRAWN BY	CAS/NP
SHEET	8 of 9
DATE	JAN 2018

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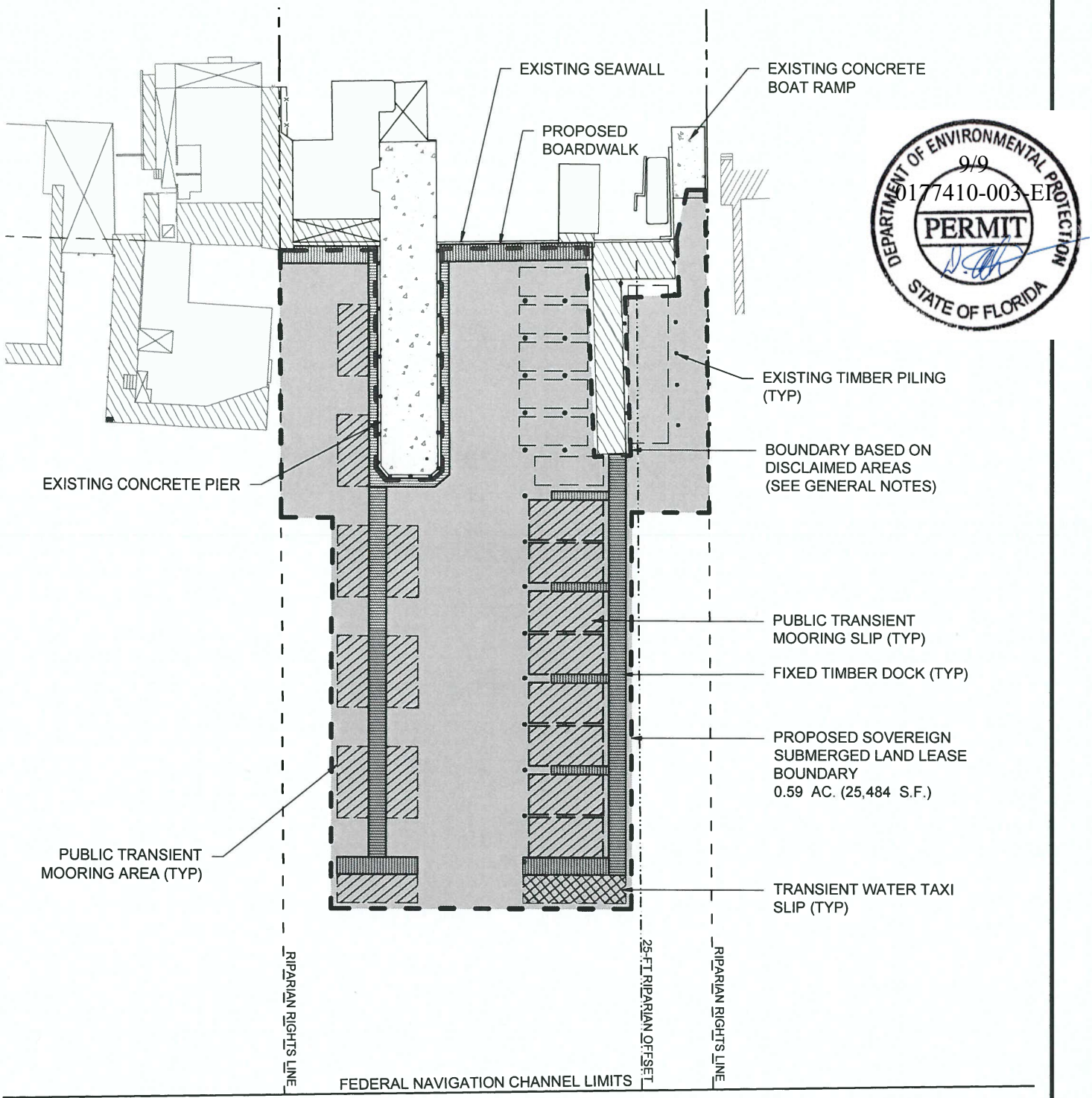

DEPARTMENT OF ENVIRONMENTAL PROTECTION
PERMIT
STATE OF FLORIDA
9/9
0177410-003-EI

DUNCAN GREER
LICENSE
No. 83306

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SUITE C246
DESTIN, FL 32541
CERTIFICATE OF AUTHORIZATION # 4815

FIGURE 9
PROPOSED SUBMERGED LAND LEASE BOUNDARY
PERRY DOCKING FACILITY - 302 HARBOR BLVD
DESTIN, FLORIDA

PROJECT	DRAWN BY	SHEET	DATE
C2017-055	CAS/NP	9 of 9	JAN 2018

SEAL
STATE OF FLORIDA
PROFESSIONAL ENGINEER
DUNCAN GREER, P.E. #83306
DATE

PRELIMINARY DRAWINGS: THESE DRAWINGS ARE NOT IN FINAL FORM, BUT ARE BEING TRANSMITTED FOR AGENCY REVIEW.

AS-BUILT CERTIFICATION BY PROFESSIONAL ENGINEER

Submit this form and one set of as-built engineering drawings to the U.S. Army Corps of Engineers, Enforcement Section, 41 N Jefferson Street, Suite 301, Pensacola, FL, 32502. For electronic mail saj-rd-enforcement@usace.army.mil *(not to exceed 10 MB). If you have questions regarding this requirement, please contact the Enforcement Branch at 904-232-3131.*

1. Department of the Army Permit Number: SAJ-2016-01101(SP-MDZ)

2. Permittee Information:

Name: _____

Address: _____

_____

3. Project Site Identification (physical location/address):

_____

_____

_____

4. As-Built Certification: I hereby certify that the authorized work, including any mitigation required by Special Conditions to the permit, has been accomplished in accordance with the Department of the Army permit with any deviations noted below. This determination is based upon on-site observation, scheduled, and conducted by me or by a project representative under my direct supervision. I have enclosed one set of as-built engineering drawings.

_____ _____

Signature of Engineer Name (*Please type*)

_____ _____

(FL, PR, or VI) Reg. Number Company Name

_____ _____ _____

City State ZIP

(Affix Seal)

_____ _____

Date Telephone Number

Date Work Started:_____ Date Work Completed:_____

Identify any deviations from the approved permit drawings and/or special conditions (attach additional pages if necessary):

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

STANDARD MANATEE CONDITIONS FOR IN-WATER WORK

2013

The permittee shall comply with the following conditions intended to protect manatees from direct project effects:

a. All personnel associated with the project shall be instructed about the presence of manatees and manatee speed zones, and the need to avoid collisions with and injury to manatees. The permittee shall advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing manatees which are protected under the Marine Mammal Protection Act, the Endangered Species Act, and the Florida Manatee Sanctuary Act.

b. All vessels associated with the construction project shall operate at "Idle Speed/No Wake" at all times while in the immediate area and while in water where the draft of the vessel provides less than a four-foot clearance from the bottom. All vessels will follow routes of deep water whenever possible.

c. Siltation or turbidity barriers shall be made of material in which manatees cannot become entangled, shall be properly secured, and shall be regularly monitored to avoid manatee entanglement or entrapment. Barriers must not impede manatee movement.

d. All on-site project personnel are responsible for observing water-related activities for the presence of manatee(s). All in-water operations, including vessels, must be shutdown if a manatee(s) comes within 50 feet of the operation. Activities will not resume until the manatee(s) has moved beyond the 50-foot radius of the project operation, or until 30 minutes elapses if the manatee(s) has not reappeared within 50 feet of the operation. Animals must not be herded away or harassed into leaving.

e. Any collision with or injury to a manatee shall be reported immediately to the Florida Fish and Wildlife Conservation Commission (FWC) Hotline at 1-888-404-3922. Collision and/or injury should also be reported to the U.S. Fish and Wildlife Service in Jacksonville (1-904-731-3336) for north Florida or Vero Beach (1-772-562-3909) for south Florida, and to FWC at ImperiledSpecies@myFWC.com

f. Temporary signs concerning manatees shall be posted prior to and during all in-water project activities. All signs are to be removed by the permittee upon completion of the project. Temporary signs that have already been approved for this use by the FWC must be used. One sign which reads *Caution: Boaters* must be posted. A second sign measuring at least 8 ½" by 11" explaining the requirements for "Idle Speed/No Wake" and the shut down of in-water operations must be posted in a location prominently visible to all personnel engaged in water-related activities. These signs can be viewed at MyFWC.com/manatee. Questions concerning these signs can be sent to the email address listed above.

UNITED STATES DEPARTMENT OF COMMERCE
National Oceanic and Atmospheric Administration
NATIONAL MARINE FISHERIES SERVICE
Southeast Regional Office
263 13th Avenue South
St. Petersburg, FL 33701

SEA TURTLE AND SMALLTOOTH SAWFISH CONSTRUCTION CONDITIONS

The permittee shall comply with the following protected species construction conditions:

a. The permittee shall instruct all personnel associated with the project of the potential presence of these species and the need to avoid collisions with sea turtles and smalltooth sawfish. All construction personnel are responsible for observing water-related activities for the presence of these species.

b. The permittee shall advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing sea turtles or smalltooth sawfish, which are protected under the Endangered Species Act of 1973.

c. Siltation barriers shall be made of material in which a sea turtle or smalltooth sawfish cannot become entangled, be properly secured, and be regularly monitored to avoid protected species entrapment. Barriers may not block sea turtle or smalltooth sawfish entry to or exit from designated critical habitat without prior agreement from the National Marine Fisheries Service's Protected Resources Division, St. Petersburg, Florida.

d. All vessels associated with the construction project shall operate at "no wake/idle" speeds at all times while in the construction area and while in water depths where the draft of the vessel provides less than a four-foot clearance from the bottom. All vessels will preferentially follow deep-water routes (e.g., marked channels) whenever possible.

e. If a sea turtle or smalltooth sawfish is seen within 100 yards of the active daily construction/dredging operation or vessel movement, all appropriate precautions shall be implemented to ensure its protection. These precautions shall include cessation of operation of any moving equipment closer than 50 feet of a sea turtle or smalltooth sawfish. Operation of any mechanical construction equipment shall cease immediately if a sea turtle or smalltooth sawfish is seen within a 50-ft radius of the equipment. Activities may not resume until the protected species has departed the project area of its own volition.

f. Any collision with and/or injury to a sea turtle or smalltooth sawfish shall be reported immediately to the National Marine Fisheries Service's Protected Resources Division (727-824-5312) and the local authorized sea turtle stranding/rescue organization.

g. Any special construction conditions, required of your specific project, outside these general conditions, if applicable, will be addressed in the primary consultation.

Revised: March 23, 2006
O:\forms\Sea Turtle and Smalltooth Sawfish Construction Conditions.doc

U.S. Army Corps of Engineers Jacksonville District's Programmatic Biological Opinion (JaxBO) Project Design Criteria (PDCs) for In-Water Activities

November 20, 2017

1) **(AP.7.) Education and Observation**: The permittee must ensure that all personnel associated with the project are instructed about the potential presence of species protected under the ESA and the Marine Mammal Protection Act (MMPA). All on-site project personnel are responsible for observing water-related activities for the presence of protected species. All personnel shall be advised that there are civil and criminal penalties for harming, harassing, or killing ESA-listed species or marine mammals. To determine which species may be found in the project area, please review the relevant Protected Species List at: http://sero.nmfs.noaa.gov/protected_resources/section_7/threatened_endangered/index.html

2) **(AP.8.) Reporting** of interactions with protected species:
   a) Any collision(s) with and/or injury to any sea turtle, sawfish, whale, or sturgeon occurring during the construction of a project, shall be reported immediately to NMFS's Protected Resources Division (PRD) at (1-727-824-5312) or by email to takereport.nmfsser@noaa.gov and SAJ-RD-Enforcement@usace.army.mil.
   b) Smalltooth sawfish: Report sightings to 1-844-SAWFISH or email Sawfish@MyFWC.com
   c) Sturgeon: Report dead sturgeon to 1-844-STURG 911 (1-844-788-7491) or email nmfs.ser.sturgeonnetwork@noaa.gov
   d) Sea turtles and marine mammals: Report stranded, injured, or dead animals to 1-877-WHALE HELP (1-877-942-5343).
   e) North Atlantic right whale: Report injured, dead, or entangled right whales to the USCG via VHF Channel 16.

3) **(AP.9.) Vessel Traffic and Construction Equipment**: All vessel operators must watch for and avoid collision with species protected under the ESA and MMPA. Vessel operators must avoid potential interactions with protected species and operate in accordance with the following protective measures:

   a) *Construction Equipment*:
      i) All vessels associated with the construction project shall operate at "Idle Speed/No Wake" at all times while operating in water depths where the draft of the vessel provides less than a 4-foot (ft) clearance from the bottom, and in all depths after a protected species has been observed in and has departed the area.
      ii) All vessels will follow marked channels and/or routes using the maximum water depth whenever possible.
      iii) Operation of any mechanical construction equipment, including vessels, shall cease immediately if a listed species is observed within a 50-ft radius of

construction equipment and shall not resume until the species has departed the area of its own volition.

iv) If the detection of species is not possible during certain weather conditions (e.g., fog, rain, wind), then in-water operations will cease until weather conditions improve and detection is again feasible.

b) *All Vessels*:
   i) Sea turtles: Maintain a minimum distance of 150 ft.
   ii) North Atlantic right whale: Maintain a minimum 1,500-ft distance (500 yards).
   iii) Vessels 65 ft in length or longer must comply with the Right Whale Ship Strike Reduction Rule (50 CFR 224.105) which includes reducing speeds to 10 knots or less in Seasonal Management Areas (http://www.fisheries.noaa.gov/pr/shipstrike/).
   iv) Mariners shall check various communication media for general information regarding avoiding ship strikes and specific information regarding right whale sightings in the area. These include NOAA weather radio, USCG NAVTEX broadcasts, and Notices to Mariners.
   v) Marine mammals (i.e., dolphins, whales [other than North Atlantic right whales], and porpoises): Maintain a minimum distance of 300 ft.
   vi) When these animals are sighted while the vessel is underway (e.g., bow-riding), attempt to remain parallel to the animal's course. Avoid excessive speed or abrupt changes in direction until they have left the area.
   vii) Reduce speed to 10 knots or less when mother/calf pairs or groups of marine mammals are observed, when safety permits.

4) **(AP.10.) Turbidity Control Measures during Construction:** Turbidity must be monitored and controlled. Prior to initiating any of the work covered under this Opinion, the Permittee shall install turbidity curtains as described below. In some instances, the use of turbidity curtains may be waived by the USACE project manager if the project is deemed too minimal to generate turbidity (e.g., certain ATON installation, scientific survey device placement, marine debris removal) or if the current is too strong for the curtains to stay in place. Turbidity curtains specifications:

   a) Install floating turbidity barriers with weighted skirts that extend to within 1 ft of the bottom around all work areas that are in, or adjacent to, surface waters.
   b) Use these turbidity barriers throughout construction to control erosion and siltation and ensure that turbidity levels within the project area do not exceed background conditions.
   c) Position turbidity barriers in a way that does not block species' entry to or exit from designated critical habitat.
   d) Monitor and maintain turbidity barriers in place until the authorized work has been completed and the water quality in the project area has returned to background conditions.
   e) In the range of ESA-listed corals (St. Lucie Inlet, Martin County south to the Dry Tortugas and the U.S. Caribbean) and Johnson's seagrass (Turkey Creek/Palm

Bay south to central Biscayne Bay in the lagoon systems on the east coast of Florida):

i) Projects that include upland earth moving (e.g., grading to install a building or parking lot associated with a dock and seawall project), must install sediment control barriers to prevent any upland sediments from reaching estuarine or marine waters.
ii) The turbidity curtain requirement cannot be waived for any project that moves or removes sediment (e.g., dredging, auger to create a pile, trenching to install a cableline). If turbidity curtains are not feasible in an area based on site conditions such as water current, high wave action, or stormy conditions, the project must undergo individual Section 7 consultation and is not covered under this Programmatic Opinion.

5) **(AP.11.) Entanglement:** All turbidity curtains and other in-water equipment must be properly secured with materials that reduce the risk of entanglement of marine species (described below). Turbidity curtains likewise must be made of materials that reduce the risk of entanglement of marine species.

a) In-water lines (rope, chain, and cable, including the lines to secure turbidity curtains) must be stiff, taut, and non-looping. Examples of such lines are heavy metal chains or heavy cables that do not readily loop and tangle. Flexible in-water lines, such as nylon rope or any lines that could loop or tangle, must be enclosed in a plastic or rubber sleeve/tube to add rigidity and prevent the line from looping and tangling. In all instances, no excess line is allowed in the water.
b) Turbidity curtains and other in-water equipment must be placed in a manner that does not entrap species within the construction area or block access for them to navigate around the construction area.

DEPARTMENT OF THE ARMY
JACKSONVILLE DISTRICT CORPS OF ENGINEERS
PENSACOLA REGULATORY OFFICE
41 NORTH JEFFERSON STREET, SUITE 301
PENSACOLA, FLORIDA 32502

REPLY TO ATTENTION OF

August 2, 2018

Regulatory Division
North Permits Branch
Pensacola Permits Section
SAJ-2018-01187 (SP-MDZ)

Claude Perry
732 Harbor Blvd
Destin, Florida 32541

Dear Mr. Perry:

The U.S. Army Corps of Engineers (Corps) has completed the review and evaluation of your Department of the Army permit application, number SAJ-2018-01187. Our regulations require that you have an opportunity to review the terms and conditions prior to final signature by the Department of the Army. Enclosed is an unsigned Department of the Army permit instrument (permit).

Please read carefully the Special Conditions beginning on page 2 of the permit. These were developed to apply specifically to your project. Water Quality Certification is also required prior to issuance of a permit. The Corps has received a copy of the State of Florida certification for your project. In accordance with General Condition 5 of the permit, any special conditions of the Water Quality Certification have been attached to the Department of the Army permit.

Instructions for Objecting to Permit Terms and Conditions: This letter contains an initial proffered permit for your proposed project. If you object to certain terms and conditions contained within the permit, you may request that the permit be modified. Enclosed you will find a Notification of Administrative Appeal Options and Process fact sheet and Request for Appeal (RFA) form. If you choose to object to certain terms and conditions of the permit, you must follow the directions provided in Section 1, Part A and submit the completed RFA form to the letterhead address.

In order for an RFA to be accepted by the Corps, the Corps must determine that it is complete, that it meets the criteria under 33 CFR Part 331.5, and that it has been received by the District office within 60 days of the date of the RFA. Should you decide to submit an RFA form, it must be received at the letterhead address by **September 30, 2018**.

Instructions for Accepting Terms and Conditions and Finalizing Your Permit: It is not necessary to submit an RFA form to the District office, if you do not object to the decision in this letter. In this case, the permit must be signed by the applicant in the space provided on the signature page of the permit. In the case of corporations, acceptance must be by an officer of that corporation authorized to sign on behalf of the corporation. The party responsible for assuring the work is done in accordance with the permit terms and conditions must sign the permit. Please type or print the name and title of the person signing below the signature and the date signed.

SIGN (PAGE 7) AND RETURN THE ENTIRE PERMIT, INCLUDING ALL ATTACHMENTS, TO THE LETTERHEAD ADDRESS, ALONG WITH A CHECK OR MONEY ORDER FOR $100 MADE PAYABLE TO THE FINANCE AND ACCOUNTING OFFICER, JACKSONVILLE DISTRICT.

The permit will be signed by the District Engineer or his representative. The Corps will add the permit expiration date to the permit and return the permit to you. It is important to note that the permit is not valid until the District Engineer or his representative signs it.

Thank you for your cooperation with our permit program. The Corps' Jacksonville District Regulatory Division is committed to improving service to our customers. We strive to perform our duty in a friendly and timely manner while working to preserve our environment. We invite you to complete our automated Customer Service Survey at http://corpsmapu.usace.army.mil/cm_apex/f?p=regulatory_survey. Please be aware this Internet address is case sensitive; and, you will need to enter it exactly as it appears above. Your input is appreciated – favorable or otherwise.

If you have any questions concerning this application, you may contact Mia Zarbo in writing at the letterhead address, by electronic mail at maria.d.zarbo@usace.army.mil, or by telephone at 850-439-3474.

Sincerely,

Shayne Hayes

for Shawn H. Zinszer
Chief, Regulatory Division

cc (w/o encls):
Duncan Greer, Taylor Engineering, Inc.

NOTIFICATION OF ADMINISTRATIVE APPEAL OPTIONS AND PROCESS AND REQUEST FOR APPEAL

Applicant: Claude Perry		File Number: **SAJ-2018-01187**	Date: August 2, 2018
Attached is:			See Section below
X	INITIAL PROFFERED PERMIT (Standard Permit or Letter of permission)		A
	PROFFERED PERMIT (Standard Permit or Letter of permission)		B
	PERMIT DENIAL		C
	APPROVED JURISDICTIONAL DETERMINATION		D
	PRELIMINARY JURISDICTIONAL DETERMINATION		E

SECTION I - The following identifies your rights and options regarding an administrative appeal of the above decision. Additional information may be found at http://www.usace.army.mil/CECW/Pages/reg_materials.aspx or Corps regulations at 33 CFR Part 331.

A: INITIAL PROFFERED PERMIT: You may accept or object to the permit.

- ACCEPT: If you received a Standard Permit, you may sign the permit document and return it to the district engineer for final authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations associated with the permit.

- OBJECT: If you object to the permit (Standard or LOP) because of certain terms and conditions therein, you may request that the permit be modified accordingly. You must complete Section II of this form and return the form to the district engineer. Your objections must be received by the district engineer within 60 days of the date of this notice, or you will forfeit your right to appeal the permit in the future. Upon receipt of your letter, the district engineer will evaluate your objections and may: (a) modify the permit to address all of your concerns, (b) modify the permit to address some of your objections, or (c) not modify the permit having determined that the permit should be issued as previously written. After evaluating your objections, the district engineer will send you a proffered permit for your reconsideration, as indicated in Section B below.

B: PROFFERED PERMIT: You may accept or appeal the permit

- ACCEPT: If you received a Standard Permit, you may sign the permit document and return it to the district engineer for final authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations associated with the permit.

- APPEAL: If you choose to decline the proffered permit (Standard or LOP) because of certain terms and conditions therein, you may appeal the declined permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

C: PERMIT DENIAL: You may appeal the denial of a permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

D: APPROVED JURISDICTIONAL DETERMINATION: You may accept or appeal the approved JD or provide new information.

- ACCEPT: You do not need to notify the Corps to accept an approved JD. Failure to notify the Corps within 60 days of the date of this notice, means that you accept the approved JD in its entirety, and waive all rights to appeal the approved JD.

- APPEAL: If you disagree with the approved JD, you may appeal the approved JD under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

E: PRELIMINARY JURISDICTIONAL DETERMINATION: You do not need to respond to the Corps regarding the preliminary JD. The Preliminary JD is not appealable. If you wish, you may request an approved JD (which may be appealed), by contacting the Corps district for further instruction. Also you may provide new information for further consideration by the Corps to reevaluate the JD.

SECTION II - REQUEST FOR APPEAL or OBJECTIONS TO AN INITIAL PROFFERED PERMIT

REASONS FOR APPEAL OR OBJECTIONS: (Describe your reasons for appealing the decision or your objections to an initial proffered permit in clear concise statements. You may attach additional information to this form to clarify where your reasons or objections are addressed in the administrative record.)

ADDITIONAL INFORMATION: The appeal is limited to a review of the administrative record, the Corps memorandum for the record of the appeal conference or meeting, and any supplemental information that the review officer has determined is needed to clarify the administrative record. Neither the appellant nor the Corps may add new information or analyses to the record. However, you may provide additional information to clarify the location of information that is already in the administrative record.

POINT OF CONTACT FOR QUESTIONS OR INFORMATION:

If you have questions regarding this decision you may contact:	If you have questions regarding the appeal process you may contact:
Project Manager as noted in letter	Jason W. Steele Administrative Appeals Review Officer USACE – South Atlantic Division 60 Forsyth Street SW, Room 10M15 Atlanta, Georgia 30303-8801 (404) 562-5137

RIGHT OF ENTRY: Your signature below grants the right of entry to Corps of Engineers personnel, and any government consultants, to conduct investigations of the project site during the course of the appeal process. You will be provided a 15 day notice of any site investigation, and will have the opportunity to participate in all site investigations.

	Date:	Telephone number:
_____ Signature of appellant or agent.		

DEPARTMENT OF THE ARMY PERMIT

Permittee: Claude Perry
732 Harbor Blvd
Destin, Florida 32541

Permit No: SAJ-2018-01187 (SP-MDZ)

Issuing Office: U.S. Army Engineer District, Jacksonville

NOTE: The term "you" and its derivatives, as used in this permit, means the permittee or any future transferee. The term "this office" refers to the appropriate district or division office of the Corps of Engineers having jurisdiction over the permitted activity or the appropriate official of that office acting under the authority of the commanding officer.

You are authorized to perform work in accordance with the terms and conditions specified below.

Project Description: To expand an existing commercial marina. The existing marina accommodates a total of (10) ten slips. The marina expansion will increase the number of slips by (11) eleven, for a total of (21) twenty-one slips, inclusive of slips to accomodate six personal watercraft (“jetski slips”). The proposed work involves the removal of 906 square-foot timber pier and the construction of a new 1382 square-foot L-shaped timber pier in the same location. Additionally, a 580 square-foot over-water platform will be constructed adjacent to the seawall.

The work described above is to be completed in accordance with the 8 (eight) pages of drawings (Attachment 1) and 5 additional attachments affixed at the end of this permit instrument.

Project Location: The project would affect waters of the United States associated with Destin Harbor. The project site is located at Tax Parcel ID: 00-2S-22-0630-0000-07E2, at 288D Harbor Blvd, in Section 00, Township 02 South, Range 22 West, Destin, Okaloosa County, Florida.

Directions to site: Travelling from Fort Walton Beach, travel east on US-98 E/ Miracle Strip Pkwy SE. Continue on US-98 E/ Harbor Blvd. The marina is located on the right at 288D Harbor Blvd.

Approximate Central Coordinates: Latitude 30.39262°
Longitude -86.50559°

PERMIT CONDITIONS

General Conditions:

1. The time limit for completing the work authorized ends on **July 30, 2023.** If you find that you need more time to complete the authorized activity, submit your request for a time extension to this office for consideration at least one month before the above date is reached.

2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.

3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and State coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

4. If you sell the property associated with this permit, you must obtain the signature and the mailing address of the new owner in the space provided, and forward a copy of the permit to this office to validate the transfer of this authorization.

5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit. For your convenience, a copy of the certification is attached if it contains such conditions. (Attachment 2)

6. You must allow representatives from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.

Special Conditions:

1. **Reporting Address:** The Permittee shall submit all reports, notifications, documentation and correspondence required by the general and special conditions of this permit to the following address:

a. For standard mail: U.S. Army Corps of Engineers, Regulatory Division, Enforcement Section, 41 North Jefferson Street, Suite 301, Pensacola, Florida, 32502-5794.

b. For electronic mail SAJ-RD-Enforcement@usace.army.mil (not to exceed 10 MB).

c. The Permittee shall reference this permit number, SAJ-2018-01187 (SP-MDZ), on all submittals.

2. **Commencement Notification:** Within 10 days from the date of initiating the authorized work, the Permittee shall provide to the Corps a written notification of the date of commencement of work authorized by this permit.

3. **Self-Certification:** Within 60 days of completion of the authorized work or at the expiration of the construction authorization of this permit, whichever occurs first, the Permittee shall complete the attached "Self-Certification Statement of Compliance" form (Attachment 3) and submit to the Corps. In the event that the completed work deviates, in any manner, from the authorized work, the Permittee shall describe, on the Self-Certification Form, the deviations between the work authorized by the permit and the work as constructed. Please note that the description of any deviations on the Self-Certification Form does not constitute approval of any deviations by the Corps.

4. **Regulatory Agency Changes:** Should any other agency require and/or approve changes to the work authorized or obligated by this permit, the Permittee is advised a modification to this permit instrument is required prior to initiation of those changes. It is the Permittee's responsibility to request a modification of this permit from the Pensacola Permits Section. The Corps reserves the right to fully evaluate, amend, and approve or deny the request for modification of this permit.

5. **Assurance of Navigation and Maintenance:** The Permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structures or work herein authorized, or if in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the Permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

6. **Posting of Permit:** The Permittee shall have available and maintain for review a copy of this permit and approved plans at the construction site.

7. **Turbidity Barriers:** Prior to the initiation of any of the work authorized by this

permit, the Permittee shall install floating turbidity barriers with weighted skirts that extend to within 1 foot of the bottom around all work areas that are in, or adjacent to, surface waters. The turbidity barriers shall remain in place and be maintained until the authorized work has been completed and all suspended and erodible materials have been stabilized. Turbidity barriers shall be removed upon stabilization of the work area.

8. **Manatee Conditions:** The Permittee shall comply with the attached "Standard Manatee Conditions for In-Water Work – 2011".

9. **Sea Turtle and Smalltooth Sawfish Conditions**: The Permittee shall comply with the attached National Marine Fisheries Service's "Sea Turtle and Smalltooth Sawfish Construction Conditions" dated March 23, 2006, which also applies to Gulf and shortnose sturgeon.

10. **Project Design Criteria (PDCs) for In-Water Activities:** The Permittee shall comply with National Marine Fisheries Service's "PDCs for In-Water Activities" dated November 20, 2017 provided as an attachment to this permit.

11. **Daylight Hours:** All activities must be completed during daylight hours.

12. **Cultural Resources/Historic Properties:**

    a. No structure or work shall adversely affect impact or disturb properties listed in the National Register of Historic Places (NRHP) or those eligible for inclusion in the NRHP.

    b. If during the ground disturbing activities and construction work within the permit area, there are archaeological/cultural materials encountered which were not the subject of a previous cultural resources assessment survey (and which shall include, but not be limited to: pottery, modified shell, flora, fauna, human remains, ceramics, stone tools or metal implements, dugout canoes, evidence of structures or any other physical remains that could be associated with Native American cultures or early colonial or American settlement), the Permittee shall immediately stop all work and ground-disturbing activities within a 100-meter diameter of the discovery and notify the Corps within the same business day (8 hours). The Corps shall then notify the Florida State Historic Preservation Officer (SHPO) and the appropriate Tribal Historic Preservation Officer(s) (THPO(s)) to assess the significance of the discovery and devise appropriate actions.

    c. Additional cultural resources assessments may be required of the permit area in the case of unanticipated discoveries as referenced in accordance with the above Special Condition; and if deemed necessary by the SHPO, THPO(s), or Corps, in accordance with 36 CFR 800 or 33 CFR 325, Appendix C (5).

Based, on the circumstances of the discovery, equity to all parties, and considerations of the public interest, the Corps may modify, suspend or revoke the permit in accordance with 33 CFR Part 325.7. Such activity shall not resume on non-federal lands without written authorization from the SHPO for finds under his or her jurisdiction, and from the Corps.

d. In the unlikely event that unmarked human remains are identified on non-federal lands, they will be treated in accordance with Section 872.05 Florida Statutes. All work and ground disturbing activities within a 100-meter diameter of the unmarked human remains shall immediately cease and the Permittee shall immediately notify the medical examiner, Corps, and State Archeologist within the same business day (8-hours). The Corps shall then notify the appropriate SHPO and THPO(s). Based, on the circumstances of the discovery, equity to all parties, and considerations of the public interest, the Corps may modify, suspend or revoke the permit in accordance with 33 CFR Part 325.7. Such activity shall not resume without written authorization from the State Archeologist and from the Corps.

Further Information:

1. Congressional Authorities: You have been authorized to undertake the activity described above pursuant to:

(X) Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. 403).

( ) Section 404 of the Clean Water Act (33 U.S.C. 1344).

( ) Section 103 of the Marine Protection, Research and Sanctuaries Act of 1972 (33 U.S.C. 1413).

2. Limits of this authorization.

   a. This permit does not obviate the need to obtain other Federal, State, or local authorizations required by law.

   b. This permit does not grant any property rights or exclusive privileges.

   c. This permit does not authorize any injury to the property or rights of others.

   d. This permit does not authorize interference with any existing or proposed Federal projects.

3. Limits of Federal Liability. In issuing this permit, the Federal Government does not assume any liability for the following:

   a. Damages to the permitted project or uses thereof as a result of other

permitted or unpermitted activities or from natural causes.

b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest.

c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.

d. Design or construction deficiencies associated with the permitted work.

e. Damage claims associated with any future modification, suspension, or revocation of this permit.

4. Reliance on Applicant's Data: The determination of this office that issuance of this permit is not contrary to the public interest was made in reliance on the information you provided.

5. Reevaluation of Permit Decision: This office may reevaluate its decision on this permit at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following:

   a. You fail to comply with the terms and conditions of this permit.

   b. The information provided by you in support of your permit application proves to have been false, incomplete, or inaccurate (see 4 above).

   c. Significant new information surfaces which this office did not consider in reaching the original public interest decision.

   Such a reevaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 CFR 325.7 or enforcement procedures such as those contained in 33 CFR 326.4 and 326.5. The referenced enforcement procedures provide for the issuance of an administrative order requiring you comply with the terms and conditions of your permit and for the initiation of legal action where appropriate. You will be required to pay for any corrective measures ordered by this office, and if you fail to comply with such directive, this office may in certain situations (such as those specified in 33 CFR 209.170) accomplish the corrective measures by contract or otherwise and bill you for the cost.

6. Extensions: General Condition 1 establishes a time limit for the completion of the activity authorized by this permit. Unless there are circumstances requiring either a prompt completion of the authorized activity or a reevaluation of the public interest decision, the Corps will normally give favorable consideration to a request for an extension of this time limit.

Your signature below, as permittee, indicates that you accept and agree to comply with the terms and conditions of this permit.

_____ _____
(PERMITTEE) (DATE)

_____
(PERMITTEE NAME-PRINTED)

This permit becomes effective when the Federal official, designated to act for the Secretary of the Army, has signed below.

_____ _____
(DISTRICT ENGINEER) (DATE)
Jason A. Kirk,
Colonel, U.S. Army
District Commander

When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. **To validate the *transfer* of this permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below.**

_____ _____
(TRANSFEREE-SIGNATURE) (DATE)

_____
(NAME-PRINTED)

_____
(ADDRESS)

_____
(CITY, STATE, AND ZIP CODE)

Attachments to Department of the Army Permit Number SAJ-2018-01187

1. PERMIT DRAWINGS: Dated July 30, 2018 (8 pages)

2. WATER QUALITY CERTIFICATION: Specific Conditions of the water quality permit/certification in accordance with General Condition number 5 on page 2 of this DA permit. (19 pages)

3. SELF-CERTIFICATION FORM: (1 page)

4. STANDARD MANATEE CONDITIONS: *Standard Manatee Conditions for In-Water Work – 2013* (1 page)

5. SEA TURTLE AND SMALLTOOTH SAWFISH CONSTRUCTION CONDITIONS: *Sea Turtle and Smalltooth Sawfish Construction Conditions, revised March 23, 2006* (which apply to Gulf sturgeon) (1 page)

6. JAXBO PDCs FOR IN-WATER ACTIVITIES:*PDCs for In-Water Activities dated November 20, 2017* (3 pages)



TAYLOR ENGINEERING INC.
4300 LEGENDARY DRIVE
SUITE C246
DESTIN, FL 32541
CERTIFICATE OF AUTHORIZATION # 4815

FIGURE 1
PROJECT LOCATION
PERRY DOCKIING FACILITY - 288D HARBOR BLVD
(PREVIOUSLY 240 HARBOR BLVD)
DESTIN, FLORIDA

PROJECT	C2017-055
DRAWN BY	CAS/NP
SHEET	1 of 9
DATE	JAN 2018

SEAL

DUNCAN GREER, P.E.#83306 DATE

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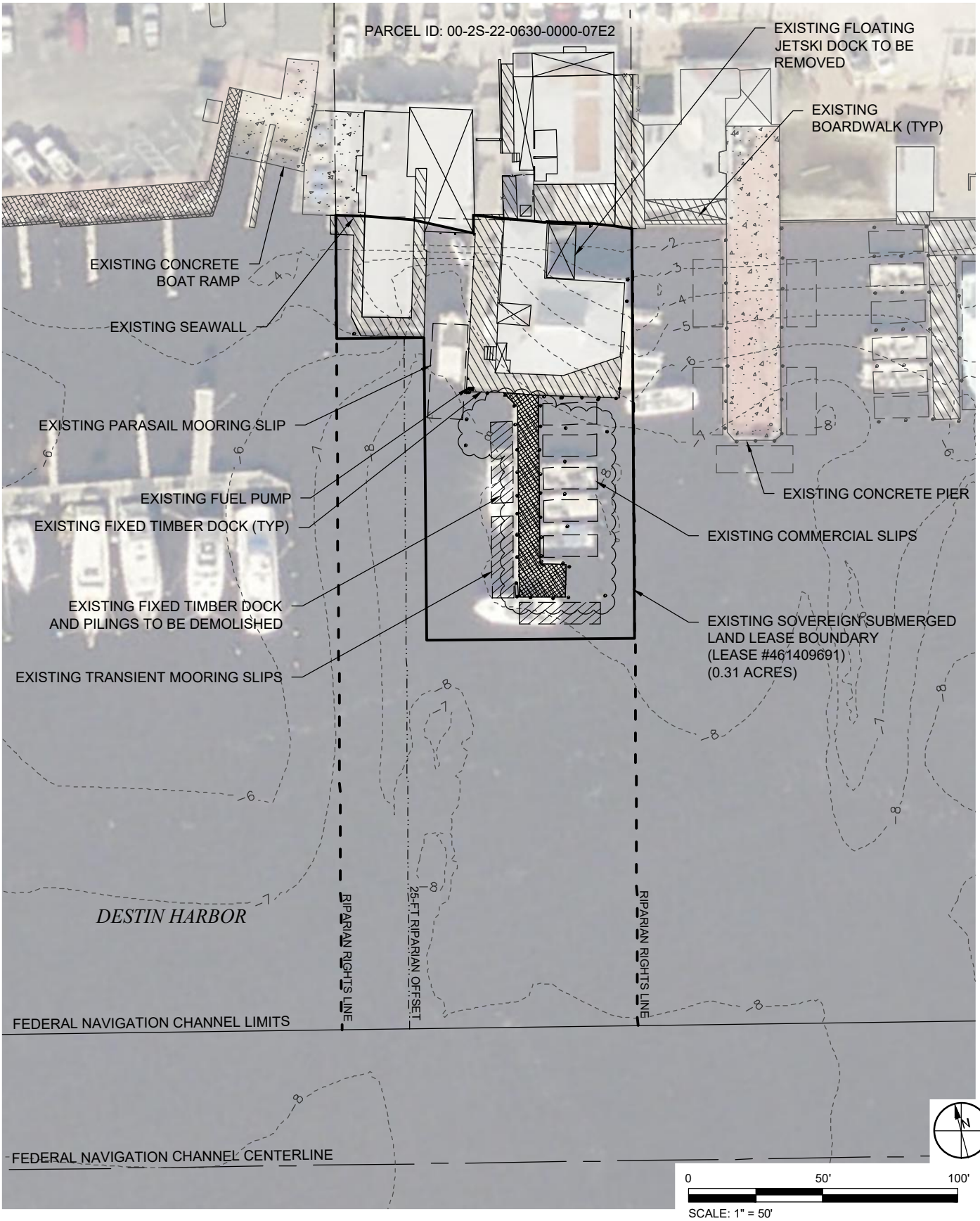

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FIGURE 3
EXISTING CONDITIONS
PERRY DOCKIING FACILITY - 288D HARBOR BLVD
(PREVIOUSLY 240 HARBOR BLVD)
DESTIN, FLORIDA

PROJECT	DRAWN BY	SHEET	DATE
C2017-055	CAS/NP	3 of 9	JAN 2018

SEAL

DUNCAN GREER, P.E.#83306 DATE

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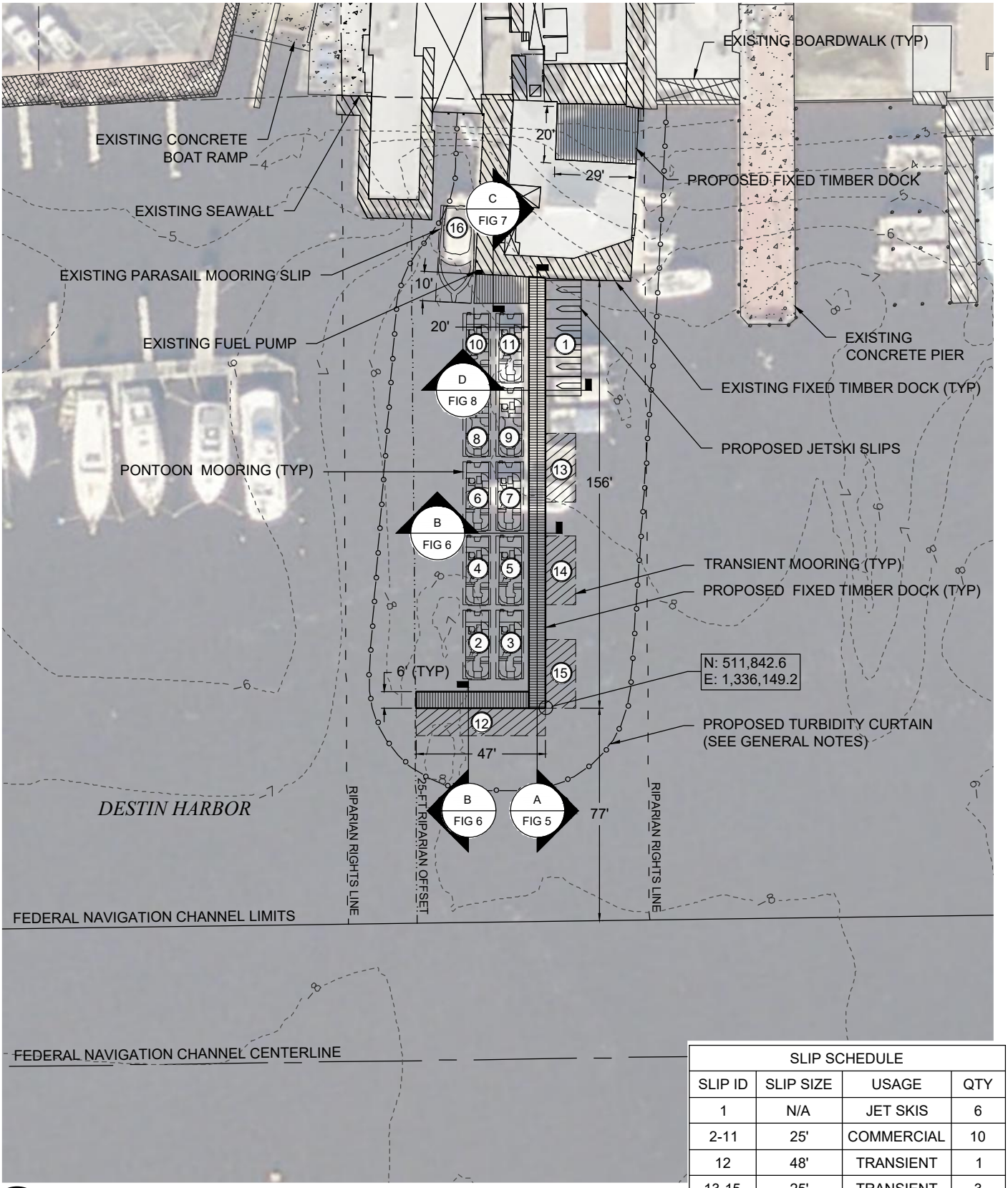

SLIP SCHEDULE			
SLIP ID	SLIP SIZE	USAGE	QTY
1	N/A	JET SKIS	6
2-11	25'	COMMERCIAL	10
12	48'	TRANSIENT	1
13-15	25'	TRANSIENT	3
16	35'	COMMERCIAL	1

0 50' 100'

SCALE: 1" = 50'

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FIGURE 4
PROPOSED SITE PLAN
PERRY DOCKIING FACILITY - 288D HARBOR BLVD
(PREVIOUSLY 240 HARBOR BLVD)
DESTIN, FLORIDA

PROJECT	DRAWN BY	SHEET	DATE
C2017-055	CAS/NP	4 of 9	JAN 2018

SEAL

DUNCAN GREER, P.E.#83306 DATE

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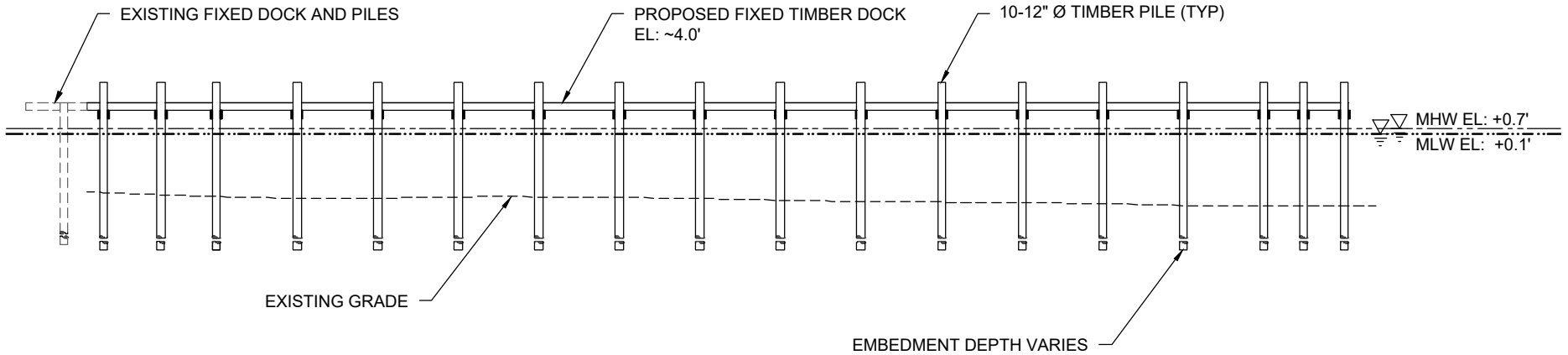

A
FIG 4

CENTRAL DOCK PROFILE

SCALE: 1" = 20' 0 20'

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FIGURE 5
CENTRAL DOCK PROFILE
PERRY DOCKIING FACILITY - 288D HARBOR BLVD
(PREVIOUSLY 240 HARBOR BLVD)
DESTIN, FLORIDA

	C2017-055
DRAWN BY	CAS/NP
SHEET	5 of 9
DATE	JAN 2018

SEAL

DUNCAN GREER, P.E.#83306 DATE

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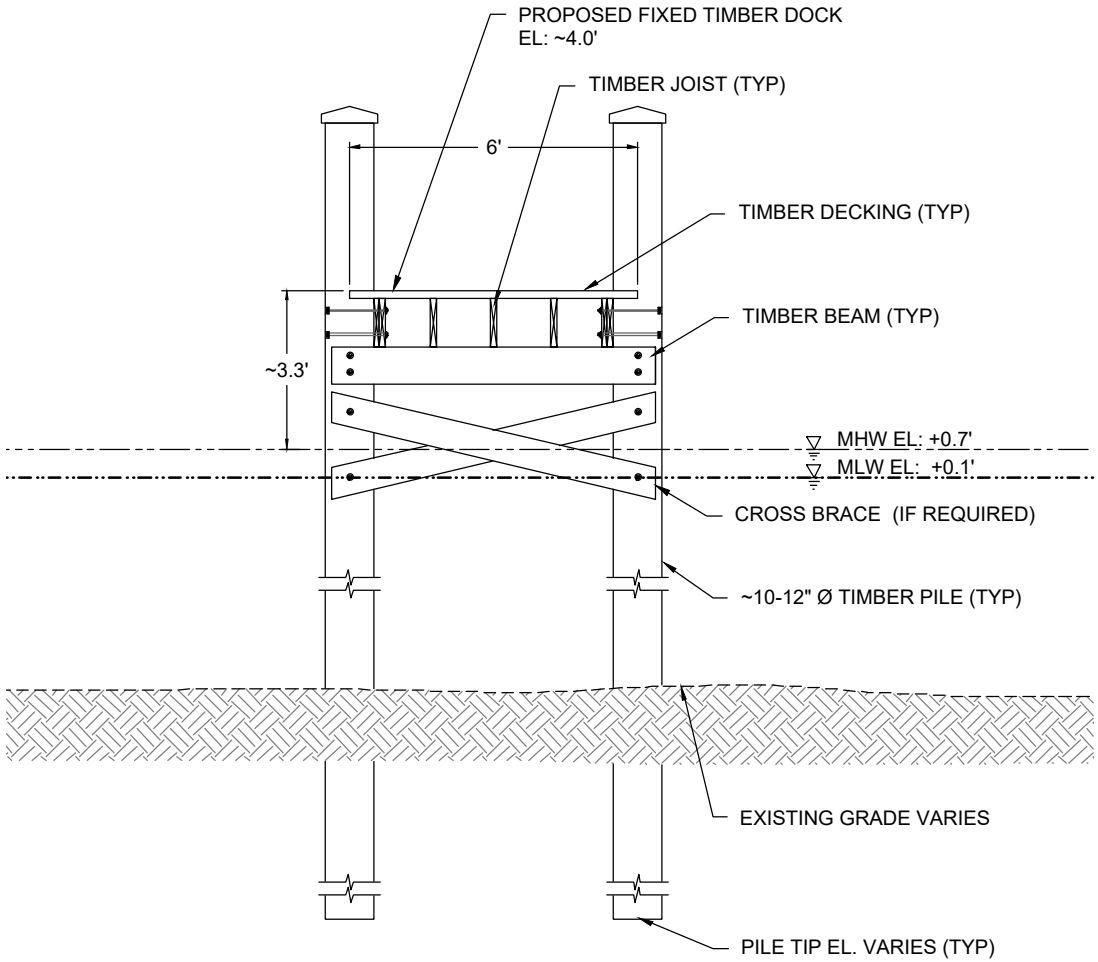

B / FIG 4 TYPICAL FIXED TIMBER DOCK SECTION

SCALE: 1" = 4'

0 4'

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FIGURE 6
TYPICAL FIXED TIMBER DOCK DETAIL
PERRY DOCKIING FACILITY - 288D HARBOR BLVD
(PREVIOUSLY 240 HARBOR BLVD)
DESTIN, FLORIDA

	C2017-055
DRAWN BY	CAS/NP
SHEET	6 of 9
DATE	JAN 2018

SEAL

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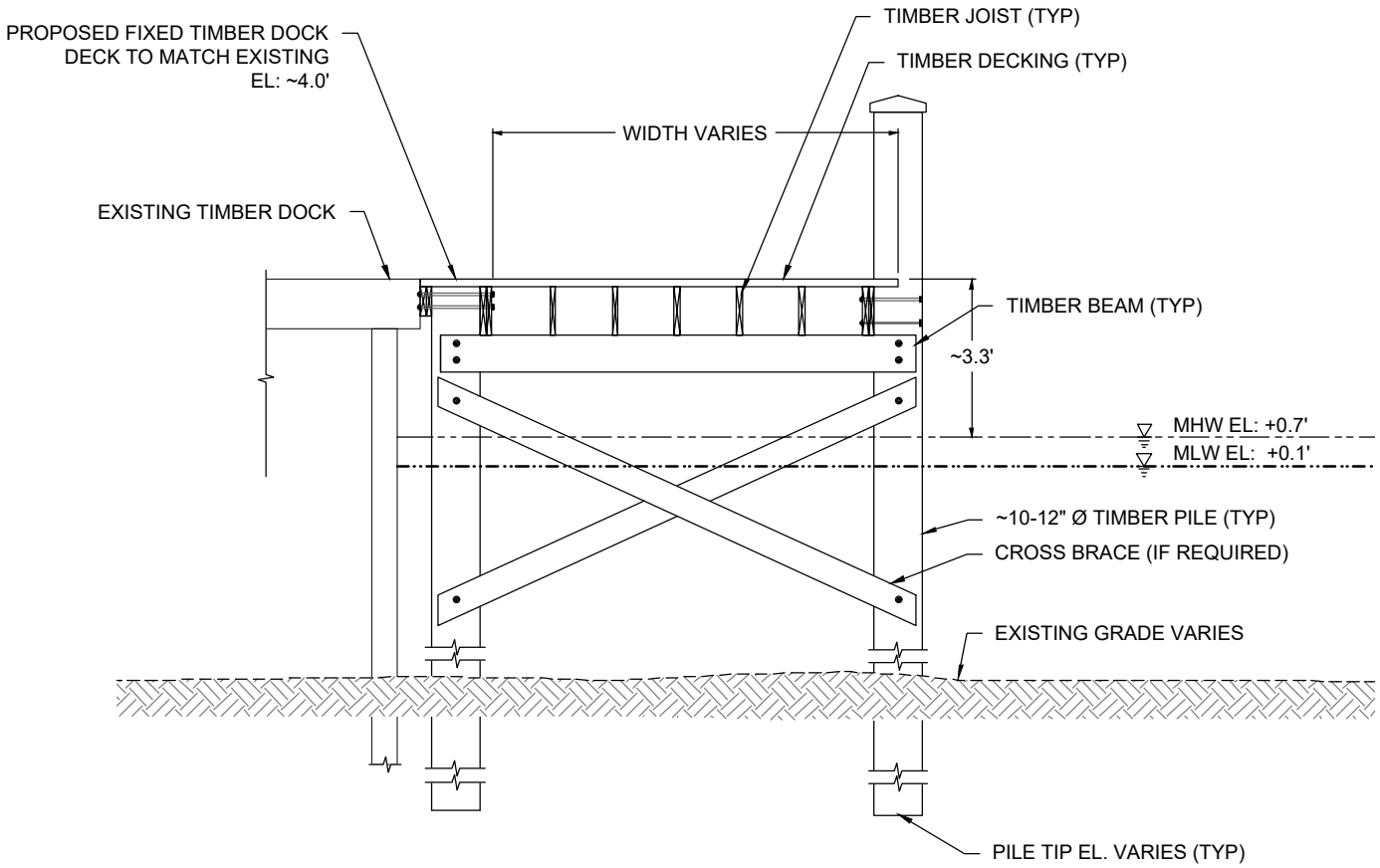

C
FIG 4

FIXED TIMBER BOARDWALK DETAIL

SCALE: 1" = 4'

0 4'

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CERTIFICATE OF AUTHORIZATION # 4815

FIGURE 7
FIXED TIMBER BOARDWALK DETAIL
PERRY DOCKIING FACILITY - 288D HARBOR BLVD
(PREVIOUSLY 240 HARBOR BLVD)
DESTIN, FLORIDA

	C2017-055
DRAWN BY	CAS/NP
SHEET	7 of 9
DATE	JAN 2018

SEAL

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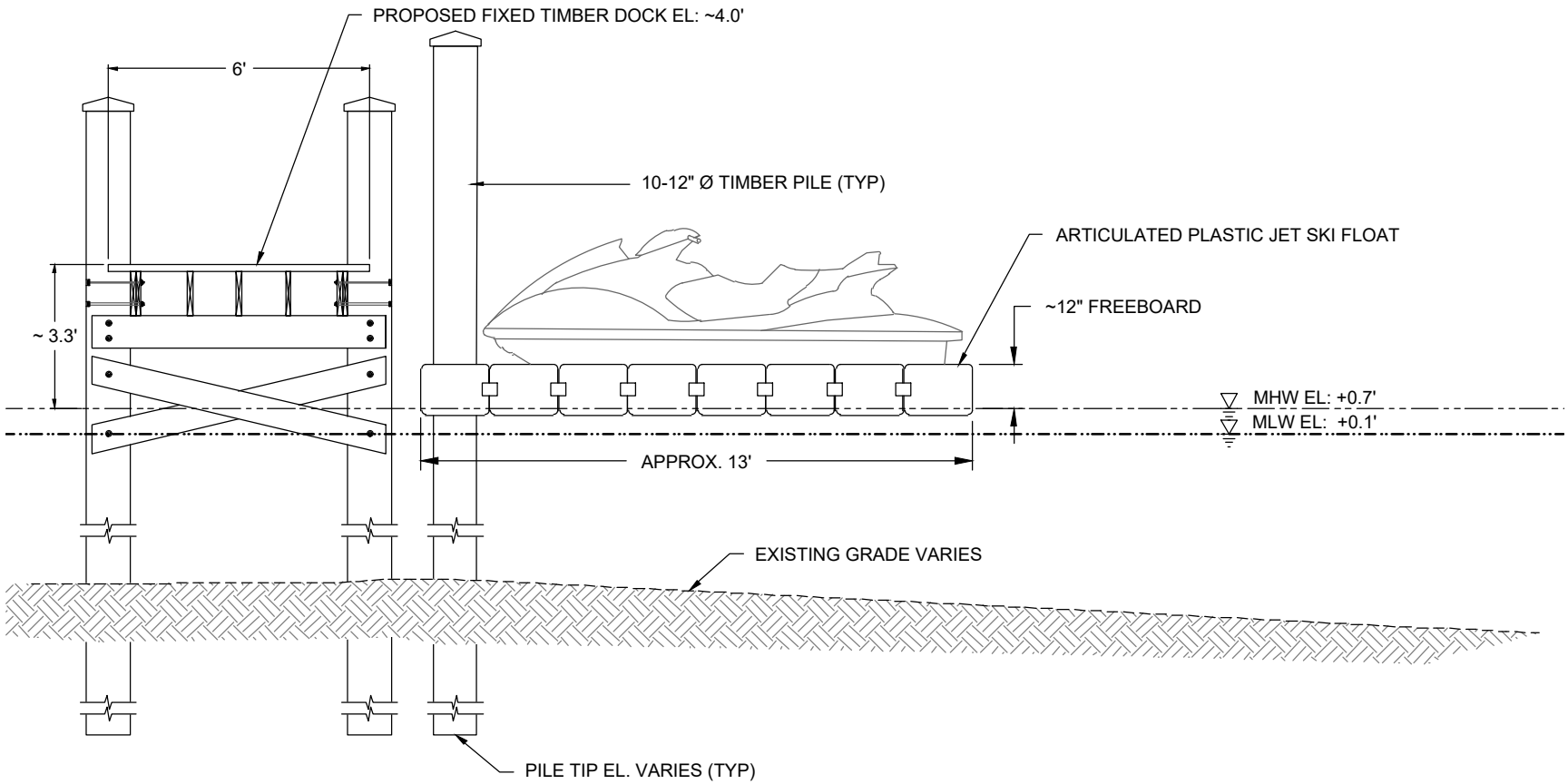

D
FIG 4

TYPICAL JET SKI DOCK SECTION

SCALE: 1" = 4'

0 4'

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CERTIFICATE OF AUTHORIZATION # 4815

FIGURE 8
TYPICAL JET SKI DOCK SECTION
PERRY DOCKIING FACILITY - 288D HARBOR BLVD
(PREVIOUSLY 240 HARBOR BLVD)
DESTIN, FLORIDA

	C2017-055
DRAWN BY	CAS/NP
SHEET	8 of 9
DATE	JAN 2018

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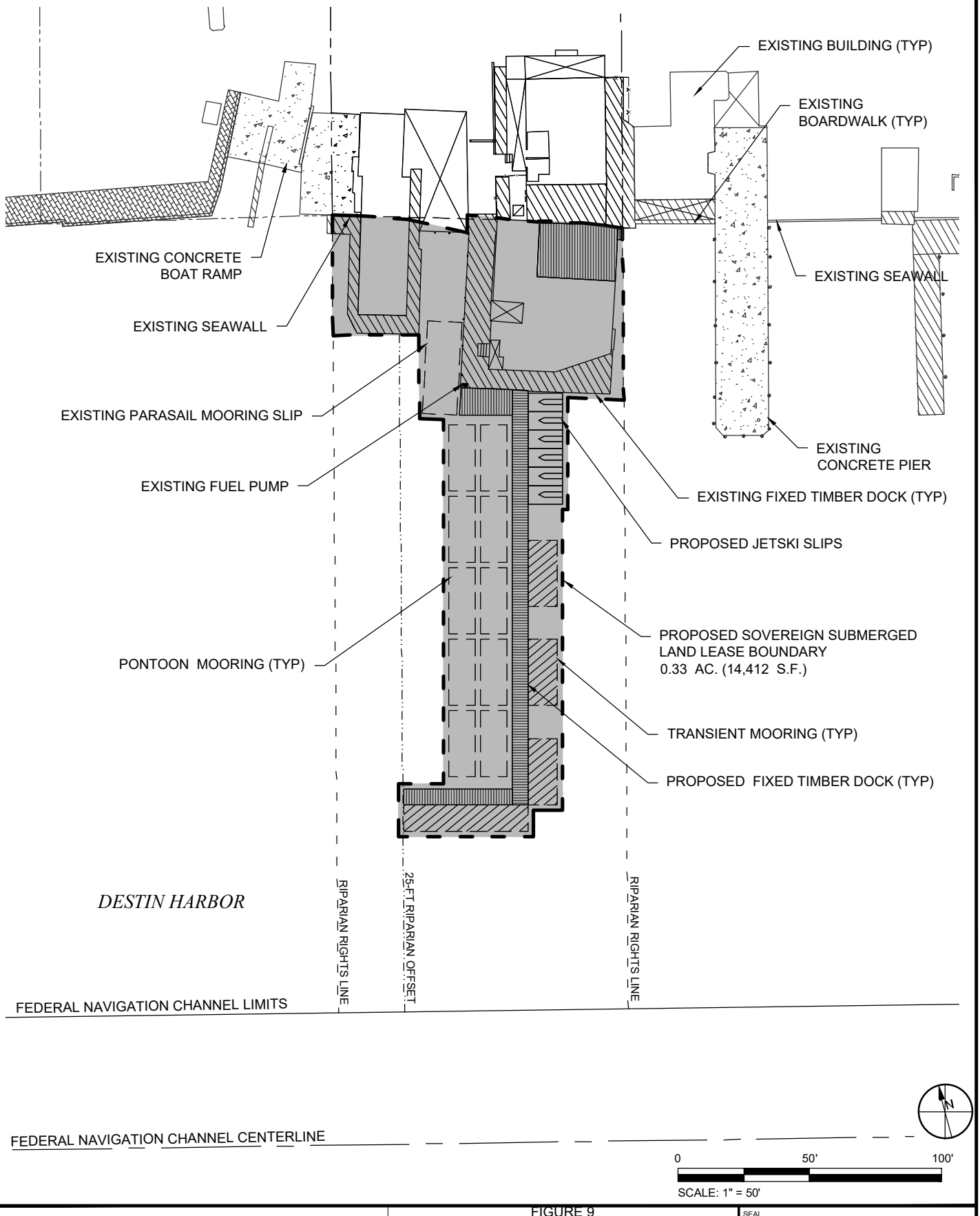

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FIGURE 9
PROPOSED SUBMERGED LAND LEASE BOUNDARY
PERRY DOCKIING FACILITY - 288D HARBOR BLVD
(PREVIOUSLY 240 HARBOR BLVD)
DESTIN, FLORIDA

PROJECT	DRAWN BY	SHEET	DATE
C2017-055	CAS/NP	9 of 9	JAN 2018

SEAL

DUNCAN GREER, P.E.#83306 DATE

PRELIMINARY DRAWINGS: THESE DRAWINGS ARE NOT IN FINAL FORM, BUT ARE BEING TRANSMITTED FOR AGENCY REVIEW.

Florida Department of Environmental Protection

Northwest District Office
160 W. Government Street, Suite 308
Pensacola, Florida 32502-5740

Rick Scott
Governor

Carlos Lopez-Cantera
Lt. Governor

Noah Valenstein
Secretary

Permittee/Authorized Entity:
Claude Perry Enterprises, LLC
c/o Kimberly Mergler
732 Harbor Blvd
Destin, Florida 32541, Okaloosa County
kmergler@gmail.com

Perry Docking Facility – 240 Harbor Blvd

Authorized Agent:
Duncan Greer
4300 Legendary Drive
Destin, Florida 32541
dgreer@taylorengineering.com

Environmental Resource Permit
State-owned Submerged Lands Authorization – Granted Pending Document Execution

U.S. Army Corps of Engineers Authorization – Separate Corps Authorization Required

Okaloosa County
Permit No.: 0359600-001-EI/46
Lease File No.: 461409691

Permit Issuance Date: May 9, 2018
Permit Construction Phase Expiration Date: May 8, 2023

Consolidated Environmental Resource Permit and Sovereignty Submerged Lands Authorization

Permittee/Grantee: Claude Perry Enterprises, LLC
Permit No: 0359600-001-EI/46

PROJECT LOCATION

The activities authorized by this permit and sovereignty submerged lands authorization are located at 240 Harbor Boulevard, Destin, Florida 32541, Parcel ID 00-2S-22-0630-0000-07E2 in Section 00, Township 02 South, Range 22 West in Okaloosa County, at 30°23′33.76″ North Latitude, 86°30′19.86″ West Longitude.

PROJECT DESCRIPTION

The permittee is authorized to reconfigure an existing marina into a 16-slip commercial marina. The project includes construction of a 29 foot by 20 foot marginal deck, a 20 foot by 10 foot deck, a 150 foot by 6 foot access pier, and a 47 foot by 6 foot terminal platform. The project is located within Destin Harbor, a Class III Florida Waterbody, Prohibited Shellfish Harvesting Area. Those activities include the preemption of 13,147 square feet of state-owned sovereignty submerged lands. Authorized activities are depicted on the attached exhibits.

AUTHORIZATIONS

Perry Docking Facility – 240 Harbor Blvd

Environmental Resource Permit

The Department has determined that the activity qualifies for an Environmental Resource Permit. Therefore, the Environmental Resource Permit is hereby granted, pursuant to Part IV of Chapter 373, Florida Statutes (F.S.), and Chapter 62-330, Florida Administrative Code (F.A.C.).

Sovereignty Submerged Lands Authorization

The activity is located on sovereignty submerged lands owned by the State of Florida. It therefore also requires authorization from the Board of Trustees of the Internal Improvement Trust Fund (Board of Trustees), pursuant to Article X, Section 11 of the Florida Constitution, and Section 253.77, F.S. As staff to the Board of Trustees, the Department has reviewed the activity described above, and has determined that the appropriate form of proprietary authorization is a lease. Based on the information submitted, we have begun processing your application to modify your sovereign submerged lands lease (461409691). Please contact Wade Dandridge for additional information.

The final documents required to execute the lease modification will be sent to the grantee by the Department's Division of State Lands for execution. The Department intends to issue the lease, upon satisfactory execution of those documents, including payment of required fees and compliance with the conditions in the attached permit. **You may not begin construction of the activities described until you receive a copy of the executed lease from the Department.**

Federal Authorization

Your proposed activity as outlined on your application and attached drawings **does not qualify** for federal authorization pursuant to the State Programmatic General Permit and a **SEPARATE permit** or authorization **shall be required** from the U.S. Army Corps of Engineers (Corps). You

must apply separately to the Corps using the federal application form (ENG 4345). More information about Corps permitting may be found online in the Jacksonville District Regulatory Division Sourcebook. **Failure to obtain Corps authorization prior to construction could subject you to federal enforcement action by that agency.**

Authority for review – an agreement with the Corps entitled "Coordination Agreement Between the U. S. Army Corps of Engineers (Jacksonville District) and the Florida Department of Environmental Protection, or Duly Authorized Designee, State Programmatic General Permit," Section 10 of the Rivers and Harbor Act of 1899, and Section 404 of the Clean Water Act.

Coastal Zone Management
Issuance of this authorization also constitutes a finding of consistency with Florida's Coastal Zone Management Program, as required by Section 307 of the Coastal Zone Management Act.

Water Quality Certification
This permit also constitutes a water quality certification under Section 401 of the Clean Water Act, 33 U.S.C. 1341.

Other Authorizations
You are advised that authorizations or permits for this activity may be required by other federal, state, regional, or local entities including but not limited to local governments or municipalities. This permit does not relieve you from the requirements to obtain all other required permits or authorizations.

The activity described may be conducted only in accordance with the terms, conditions and attachments contained in this document. Issuance and granting of the permit and authorizations herein do not infer, nor guarantee, nor imply that future permits, authorizations, or modifications will be granted by the Department.

PERMIT / SOVEREIGNTY SUBMERGED LANDS CONDITIONS
The activities described must be conducted in accordance with:

- **The Specific Conditions**
- **The General Conditions**
- **The limits, conditions and locations of work shown in the attached drawings**
- **The term limits of this authorization**

You are advised to read and understand these conditions and drawings prior to beginning the authorized activities, and to ensure the work is conducted in conformance with all the terms, conditions, and drawings herein. If you are using a contractor, the contractor also should read and understand these conditions and drawings prior to beginning any activity. Failure to comply with these conditions, including any mitigation requirements, shall be grounds for the Department to revoke the permit and authorization and to take appropriate enforcement action. Operation of the facility is not authorized except when determined to be in conformance with all applicable rules and this permit and sovereignty submerged lands authorization, as described.

SPECIFIC CONDITIONS – PRIOR TO ANY CONSTRUCTION

1. If the approved permit drawings and/or narrative conflict with the specific conditions, then the specific conditions shall prevail.

2. Prior to the initiation of any work authorized by this permit, floating turbidity screens with weighted skirts that extend to within 1 ft. of the bottom shall be placed around the active construction areas of the site. The screens shall be maintained and shall remain in place for the duration of the project construction to ensure that turbidity levels outside the construction area do not exceed 29 NTU's above background levels. The permittee shall be responsible for ensuring that turbidity control devices are inspected daily and maintained in good working order so that there are no violations of state water quality standards outside of the turbidity screens.

3. The following measures shall be taken by the permittee whenever turbidity levels within waters of the State surrounding the project site exceed 29 NTU's above background:

a. Immediately cease all work contributing to the water quality violation.
b. Modify the work procedures that were responsible for the violation, and install more turbidity containment devices and repair any non-functioning turbidity containment devices.
c. Notify the Department of Environmental Protection, Submerged Lands & Environmental Resources Program, Compliance and Enforcement Section, Northwest District Office, 160 W Government Street, Pensacola, Florida 32502-5794, in writing or by telephone at (850)595-8300 within 24 hours of the time the violation is first detected.

SPECIFIC CONDITIONS – CONSTRUCTION ACTIVITIES

4. This permit does not authorize any modification, enhancement or reconstruction of the non-water dependent structures at the facility.

5. There shall be no stock piling of tools, materials, (i.e., lumber, pilings, riprap, and debris) within wetlands, along the shoreline within the littoral zone, or elsewhere within waters/waters of the state.

6. All cleared vegetation, excess lumber, scrap wood, trash, garbage and any other type of debris shall be removed from wetlands/waters of the state within 14 days of completion of the work authorized in this permit.

7. Construction equipment shall not be repaired or refueled in wetlands or elsewhere within waters of the state.

8. All watercraft associated with the construction of the permitted structure shall only operate within waters of sufficient depth so as to preclude bottom scouring and prop dredging.

9. This permit does not authorize the construction of any additional structures not illustrated on the permit drawings. Examples of additional structures include but are not limited to walkways, awnings, enclosed sides and covers over slip areas, finger piers, step-down stairs, storage closets and decking.

10. The permittee shall install and maintain reflective markers and lighted aids to navigation at the end of the pier. The reflective markers and lighted aids to navigation shall be maintained for the life of the facility.

SPECIFIC CONDITIONS – OPERATION AND MAINTENANCE ACTIVITIES

11. Overboard discharges of trash, human or animal waste, or fuel shall not occur at the dock.

12. There shall be a minimum 12-inch clearance between the deepest draft of the vessel (with the motor in the down position) and the bottom of the waterbody at mean low water so as to preclude bottom scouring or prop dredging.

SPECIFIC CONDITIONS – ADMINISTRATIVE/EMERGENCIES

13. The construction phase expires at 11:59 p.m. on the date indicated on the cover page of this permit.

14. For emergencies involving a serious threat to the public health, safety, welfare, or environment, the emergency telephone contact number is (800) 320-0519 (State Warning Point). The Department telephone number for reporting nonthreatening problems or system malfunctions is (850) 595-0663, day or night.

15. The mailing address for submittal of forms for the "Construction Commencement Notice", "As-Built Certification …", "Request for Conversion of Stormwater Management Permit Construction Phase to Operation and Maintenance Phase", or other correspondence is FDEP, SLERP, 160 West Government Street, Pensacola, Florida, 32502.

GENERAL CONDITIONS FOR INDIVIDUAL PERMITS

The following general conditions are binding on all individual permits issued under chapter 62-330, F.A.C., except where the conditions are not applicable to the authorized activity, or where the conditions must be modified to accommodate project-specific conditions.

1. All activities shall be implemented following the plans, specifications and performance criteria approved by this permit. Any deviations must be authorized in a permit modification in accordance with Rule 62-330.315, F.A.C. Any deviations that are not so authorized may subject the permittee to enforcement action and revocation of the permit under Chapter 373, F.S.

2. A complete copy of this permit shall be kept at the work site of the permitted activity during the construction phase, and shall be available for review at the work site upon request by the Agency staff. The permittee shall require the contractor to review the complete permit prior to beginning construction.

3. Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance-based erosion and sediment control best management practices shall be installed immediately prior to, and be maintained during and after construction as needed, to prevent adverse impacts to the water resources and adjacent lands. Such practices shall be in accordance with the *State of Florida Erosion and Sediment Control Designer and Reviewer Manual* (Florida Department of Environmental Protection and Florida Department of Transportation June 2007), and the *Florida Stormwater Erosion and Sedimentation Control Inspector's Manual* (Florida Department of Environmental Protection, Nonpoint Source

Management Section, Tallahassee, Florida, July 2008), which are both incorporated by reference in subparagraph 62-330.050(9)(b)5., F.A.C., unless a project-specific erosion and sediment control plan is approved or other water quality control measures are required as part of the permit.

4. At least 48 hours prior to beginning the authorized activities, the permittee shall submit to the Agency a fully executed Form 62-330.350(1), "Construction Commencement Notice," [October 1, 2013], which is incorporated by reference in paragraph 62-330.350(1)(d), F.A.C., indicating the expected start and completion dates. A copy of this form may be obtained from the Agency, as described in subsection 62-330.010(5), F.A.C. If available, an Agency website that fulfills this notification requirement may be used in lieu of the form.

5. Unless the permit is transferred under Rule 62-330.340, F.A.C., or transferred to an operating entity under Rule 62-330.310, F.A.C., the permittee is liable to comply with the plans, terms and conditions of the permit for the life of the project or activity.

6. Within 30 days after completing construction of the entire project, or any independent portion of the project, the permittee shall provide the following to the Agency, as applicable:

a. For an individual, private single-family residential dwelling unit, duplex, triplex, or quadruplex – "Construction Completion and Inspection Certification for Activities Associated With a Private Single-Family Dwelling Unit" [Form 62-330.310(3)]; or
b. For all other activities – "As-Built Certification and Request for Conversion to Operational Phase" [Form 62-330.310(1)].
c. If available, an Agency website that fulfills this certification requirement may be used in lieu of the form.

7. If the final operation and maintenance entity is a third party:

a. Prior to sales of any lot or unit served by the activity and within one year of permit issuance, or within 30 days of as- built certification, whichever comes first, the permittee shall submit, as applicable, a copy of the operation and maintenance documents (see sections 12.3 thru 12.3.3 of Volume I) as filed with the Department of State, Division of Corporations and a copy of any easement, plat, or deed restriction needed to operate or maintain the project, as recorded with the Clerk of the Court in the County in which the activity is located.
b. Within 30 days of submittal of the as- built certification, the permittee shall submit "Request for Transfer of Environmental Resource Permit to the Perpetual Operation Entity" [Form 62-330.310(2)] to transfer the permit to the operation and maintenance entity, along with the documentation requested in the form. If available, an Agency website that fulfills this transfer requirement may be used in lieu of the form.

8. The permittee shall notify the Agency in writing of changes required by any other regulatory agency that require changes to the permitted activity, and any required modification of this permit must be obtained prior to implementing the changes.

9. This permit does not:

a. Convey to the permittee any property rights or privileges, or any other rights or privileges other than those specified herein or in Chapter 62-330, F.A.C.;
b. Convey to the permittee or create in the permittee any interest in real property;

c. Relieve the permittee from the need to obtain and comply with any other required federal, state, and local authorization, law, rule, or ordinance; or
d. Authorize any entrance upon or work on property that is not owned, held in easement, or controlled by the permittee.

10. Prior to conducting any activities on state-owned submerged lands or other lands of the state, title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund, the permittee must receive all necessary approvals and authorizations under Chapters 253 and 258, F.S. Written authorization that requires formal execution by the Board of Trustees of the Internal Improvement Trust Fund shall not be considered received until it has been fully executed.

11. The permittee shall hold and save the Agency harmless from any and all damages, claims, or liabilities that may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any project authorized by the permit.

12. The permittee shall notify the Agency in writing:
a. Immediately if any previously submitted information is discovered to be inaccurate; and
b. Within 30 days of any conveyance or division of ownership or control of the property or the system, other than conveyance via a long-term lease, and the new owner shall request transfer of the permit in accordance with Rule 62-330.340, F.A.C. This does not apply to the sale of lots or units in residential or commercial subdivisions or condominiums where the stormwater management system has been completed and converted to the operation phase.

13. Upon reasonable notice to the permittee, Agency staff with proper identification shall have permission to enter, inspect, sample and test the project or activities to ensure conformity with the plans and specifications authorized in the permit.

14. If any prehistoric or historic artifacts, such as pottery or ceramics, stone tools or metal implements, dugout canoes, or any other physical remains that could be associated with Native American cultures, or early colonial or American settlement are encountered at any time within the project site area, work involving subsurface disturbance in the immediate vicinity of such discoveries shall cease. The permittee or other designee shall contact the Florida Department of State, Division of Historical Resources, Compliance and Review Section, at (850) 245-6333 or (800) 847-7278, as well as the appropriate permitting agency office. Such subsurface work shall not resume without verbal or written authorization from the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately and notification shall be provided in accordance with Section 872.05, F.S.

15. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding unless a specific condition of this permit or a formal determination under Rule 62-330.201, F.A.C., provides otherwise.

16. The permittee shall provide routine maintenance of all components of the stormwater management system to remove trapped sediments and debris. Removed materials shall be disposed of in a landfill or other uplands in a manner that does not require a permit under Chapter 62-330, F.A.C., or cause violations of state water quality standards.

17. This permit is issued based on the applicant's submitted information that reasonably demonstrates that adverse water resource-related impacts will not be caused by the completed permit activity. If any adverse impacts result, the Agency will require the permittee to eliminate the cause, obtain any necessary permit modification, and take any necessary corrective actions to resolve the adverse impacts.

18. A Recorded Notice of Environmental Resource Permit may be recorded in the county public records in accordance with subsection 62-330.090(7), F.A.C. Such notice is not an encumbrance upon the property.

NOTICE OF RIGHTS

This action is final and effective on the date filed with the Clerk of the Department unless a petition for an administrative hearing is timely filed under Sections 120.569 and 120.57, F.S. before the deadline for filing a petition. On the filing of a timely and sufficient petition, this action will not be final and effective until further order of the Department. Because the administrative hearing process is designed to formulate final agency action, the hearing process may result in a modification of the agency action or even denial of the application.

Petition for Administrative Hearing

A person whose substantial interests are affected by the Department's action may petition for an administrative proceeding (hearing) under Sections 120.569 and 120.57, F.S. Pursuant to Rules 28-106.201 and 28-106.301, F.A.C., a petition for an administrative hearing must contain the following information:

(a) The name and address of each agency affected and each agency's file or identification number, if known;
(b) The name, address, and telephone number of the petitioner; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner's substantial interests are or will be affected by the agency determination;
(c) A statement of when and how the petitioner received notice of the agency decision;
(d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;
(e) A concise statement of the ultimate facts alleged, including the specific facts that the petitioner contends warrant reversal or modification of the agency's proposed action;
(f) A statement of the specific rules or statutes that the petitioner contends require reversal or modification of the agency's proposed action, including an explanation of how the alleged facts relate to the specific rules or statutes; and
(g) A statement of the relief sought by the petitioner, stating precisely the action that the petitioner wishes the agency to take with respect to the agency's proposed action.

The petition must be filed (received by the Clerk) in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, or via electronic correspondence at Agency_Clerk@dep.state.fl.us. Also, a copy of the petition shall be mailed to the applicant at the address indicated above at the time of filing.

Time Period for Filing a Petition

In accordance with Rule 62-110.106(3), F.A.C., petitions for an administrative hearing by the applicant and persons entitled to written notice under Section 120.60(3), F.S., must be filed within 14 days of receipt of this written notice. Petitions filed by any persons other than the

applicant, and other than those entitled to written notice under Section 120.60(3), F.S., must be filed within 14 days of publication of the notice or within 14 days of receipt of the written notice, whichever occurs first. The failure to file a petition within the appropriate time period shall constitute a waiver of that person's right to request an administrative determination (hearing) under Sections 120.569 and 120.57, F.S. or to intervene in this proceeding and participate as a party to it. Any subsequent intervention (in a proceeding initiated by another party) will be only at the discretion of the presiding officer upon the filing of a motion in compliance with Rule 28-106.205, F.A.C.

Extension of Time

Under Rule 62-110.106(4), F.A.C., a person whose substantial interests are affected by the Department's action may also request an extension of time to file a petition for an administrative hearing. The Department may, for good cause shown, grant the request for an extension of time. Requests for extension of time must be filed with the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, or via electronic correspondence at Agency_Clerk@dep.state.fl.us, before the deadline for filing a petition for an administrative hearing. A timely request for extension of time shall toll the running of the time period for filing a petition until the request is acted upon.

Mediation

Mediation is not available in this proceeding.

FLAWAC Review

The applicant, or any party within the meaning of Section 373.114(1)(a) or 373.4275, F.S., may also seek appellate review of this order before the Land and Water Adjudicatory Commission under Section 373.114(1) or 373.4275, F.S. Requests for review before the Land and Water Adjudicatory Commission must be filed with the Secretary of the Commission and served on the Department within 20 days from the date when this order is filed with the Clerk of the Department.

Judicial Review

Once this decision becomes final, any party to this action has the right to seek judicial review pursuant to Section 120.68, F.S. by filing a Notice of Appeal pursuant to Florida Rules of Appellate Procedure 9.110 and 9.190 with the Clerk of the Department in the Office of General Counsel (Station #35, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000) and by filing a copy of the Notice of Appeal accompanied by the applicable filing fees with the appropriate district court of appeal. The notice must be filed within 30 days from the date this action is filed with the Clerk of the Department.

Thank you for applying to the Submerged Lands and Environmental Resource Permit Program. If you have any questions regarding this matter, please contact Wade Dandridge at the letterhead address, at 850-595-0655, or at Wade.Dandridge@dep.state.fl.us

EXECUTION AND CLERKING
Executed in Orlando, Florida.
STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

Emile D. Hamilton
Director of District Management

EDH:wd

Attachment:
Project Drawings and Design Specs., 9 pages

Copies of 62-330 forms may be obtained at:
http://www.dep.state.fl.us/water/wetlands/erp/forms.htm

CERTIFICATE OF SERVICE
The undersigned duly designated deputy clerk hereby certifies that this document and all attachments were sent on the filing date below to the following listed persons:

Kathy Griffin, DEP Division of State Lands, Kathy.Griffin@dep.state.fl.us
Okaloosa County, mmartinez@co.okaloosa.fl.us, jautrey@co.okaloosa.fl.us, sbitterman@co.okaloosa.fl.us, propertyappraiser@okaloosapa.com

FILING AND ACKNOWLEDGMENT
FILED, on this date, pursuant to Section 120.52, F.S., with the designated Department Clerk, receipt of which is hereby acknowledged.

Clerk

May 9, 2018
Date



TAYLOR ENGINEERING INC.
4300 LEGENDARY DRIVE
SUITE C246
DESTIN, FL 32541
CERTIFICATE OF AUTHORIZATION # 4815

FIGURE 1
PROJECT LOCATION
PERRY DOCKIING FACILITY - 288D HARBOR BLVD
(PREVIOUSLY 240 HARBOR BLVD)
DESTIN, FLORIDA

PROJECT	C2017-055
DRAWN BY	CAS/NP
SHEET	1 of 9
DATE	JAN 2018

SEAL

DUNCAN GREER, P.E.#83306 DATE

DUNCAN GREER X:\SYS\PROJECTS\C2017-055 CLAUDE PERRY MARINA\PERMIT\SET 1\C2017-055 P-OVERVIEW.DWG 3/28/2018 12:40:14 PM

PRELIMINARY DRAWINGS: THESE DRAWINGS ARE NOT IN FINAL FORM, BUT ARE BEING TRANSMITTED FOR AGENCY REVIEW.

GENERAL NOTES:

1. DRAWING REFERENCES THE FLORIDA STATE PLANE NORTH, NORTH AMERICAN DATUM OF 1983 (NAD83).
2. ALL ELEVATIONS REFERENCE THE 1988 NORTH AMERICAN VERTICAL DATUM (NAVD88). ELEVATIONS IN FEET UNLESS NOTED OTHERWISE.
3. AERIAL IMAGERY OBTAINED FROM FLORIDA DEPARTMENT OF TRANSPORTATION (2016), UNLESS NOTED OTHERWISE. AERIAL IMAGERY DISPLAYED HEREON FOR INFORMATIONAL PURPOSES ONLY. NO PHOTOGRAPHIC ACCURACY IS IMPLIED BY THESE MAPS.
4. FEDERAL NAVIGATION CHANNEL LIMITS OBTAINED FROM THE U.S. ARMY CORPS OF ENGINEERS MOBILE DISTRICT.
5. PARCEL BOUNDARIES, EXISTING SUBMERGED LAND LEASE BOUNDARY, AND MEAN HIGH WATER ELEVATION ARE APPROXIMATE, AND OBTAINED FROM "A PARCEL OF LAND LOCATED IN TOWNSHIP 2 SOUTH, RANGE 22 WEST, OKALOOSA COUNTY, FLORIDA" BY EMERALD COAST ASSOCIATES, INC., DATED 08-11-14, PROJECT 14-194.
6. BATHYMETRIC CONTOURS OBTAINED BY TAYLOR ENGINEERING, INC., DATED OCTOBER 2017.
7. DRAWING REFERENCES EXISTING BOARD OF TRUSTEES SOVEREIGN SUBMERGED LAND LEASE # 461409691.
8. CONSTRUCTION SHALL NOT VIOLATE STATE WATER QUALITY STANDARDS.
9. NO LIVE-A-BOARDS ARE PROPOSED.
10. NO NEW FUELING FACILITIES OR SEWAGE PUMP-OUTS ARE PROPOSED AT THIS FACILITY.
11. MATERIALS ARE SUBJECT TO CHANGE. PILE EMBEDMENT, DIMENSIONS, AND SPACING WILL BE DETERMINED DURING FINAL DESIGN.
12. THE LOCATION OF TURBIDITY CURTAINS SHOWN ON THESE DRAWINGS FOR INFORMATIONAL PURPOSES ONLY. TURBIDITY CURTAINS SHALL BE LOCATED AND REPOSITIONED BY THE CONTRACTOR USING BEST MANAGEMENT PRACTICES TO ASSURE WATER QUALITY STANDARDS ARE MAINTAINED THROUGHOUT CONSTRUCTION.
13. DOCK PILINGS WILL BE WRAPPED TREATED TIMBER OR OTHERWISE MADE FROM NON-LEACHING MATERIALS.

DEPARTMENT OF ENVIRONMENTAL PROTECTION
PERMITTING
STATE OF FLORIDA
2/9
0359600-001-EI/46

PROPOSED DOCK PLAN:

1. PERMANENT SLIPS (INCLUDING JETSKI SLIP):
   - 1.1. EXISTING: 7
   - 1.2. PROPOSED INCREASE FROM EXISTING : 5
   - 1.3. TOTAL PROPOSED PERMANENT SLIPS: 12
2. TRANSIENT MOORING SLIPS
   - 2.1. EXISTING: 3
   - 2.2. PROPOSED INCREASE FROM EXISTING: 1
   - 2.3. TOTAL PROPOSED TRANSIENT MOORING SLIPS: 4
3. FIXED TIMBER DOCK AREA
   - 3.1. EXISTING: 2,539 S.F.
   - 3.2. TO BE DEMOLISHED: 906 S.F.
   - 3.3. PROPOSED INCREASE FROM EXISTING: 1,108 S.F.
   - 3.4. TOTAL PROPOSED FIXED TIMBER DOCK AREA: 3,647 S.F.
4. SOVEREIGN SUBMERGED LAND LEASE AREA (LEASE # 461409691)
   - 4.1. EXISTING: 13,339 S.F. (0.31 ACRES)
   - 4.2. PROPOSED INCREASE FROM EXISTING: 1,073 S.F. (0.02 ACRES)
   - 4.3. TOTAL PROPOSED SOVEREIGN SUBMERGED LAND LEASE AREA: 14,412 S.F. (0.33 ACRES)

TIDAL DATUM REFERENCE:

MHHW	0.73'
MHW	0.72'
MSL	0.40'
MLW	0.13'
MLLW	0.12'
NAVD 88	0.00'

TAYLOR ENGINEERING INC.
4300 LEGENDARY DRIVE
SUITE C246
DESTIN, FL 32541
CERTIFICATE OF AUTHORIZATION # 4815

FIGURE 2
GENERAL NOTES
PERRY DOCKIING FACILITY - 288D HARBOR BLVD
(PREVIOUSLY 240 HARBOR BLVD)
DESTIN, FLORIDA

PROJECT	DRAWN BY	SHEET	DATE
C2017-055	CAS/NP	2 of 9	JAN 2018

SEAL

DUNCAN GREER, P.E.#83306 DATE

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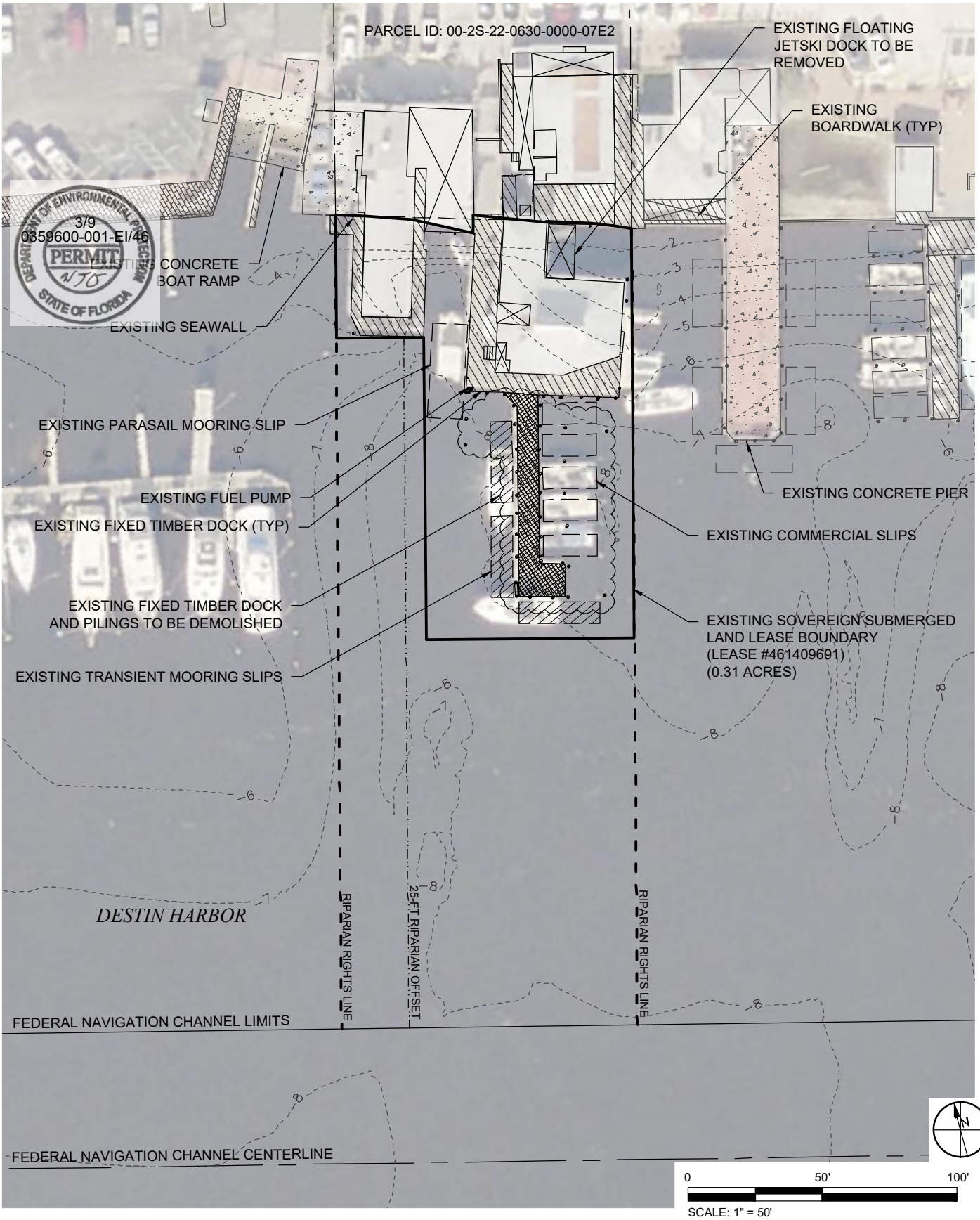

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TAYLOR ENGINEERING INC.
4300 LEGENDARY DRIVE
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FIGURE 3
EXISTING CONDITIONS
PERRY DOCKIING FACILITY - 288D HARBOR BLVD
(PREVIOUSLY 240 HARBOR BLVD)
DESTIN, FLORIDA

PROJECT	DRAWN BY	SHEET	DATE
C2017-055	CAS/NP	3 of 9	JAN 2018

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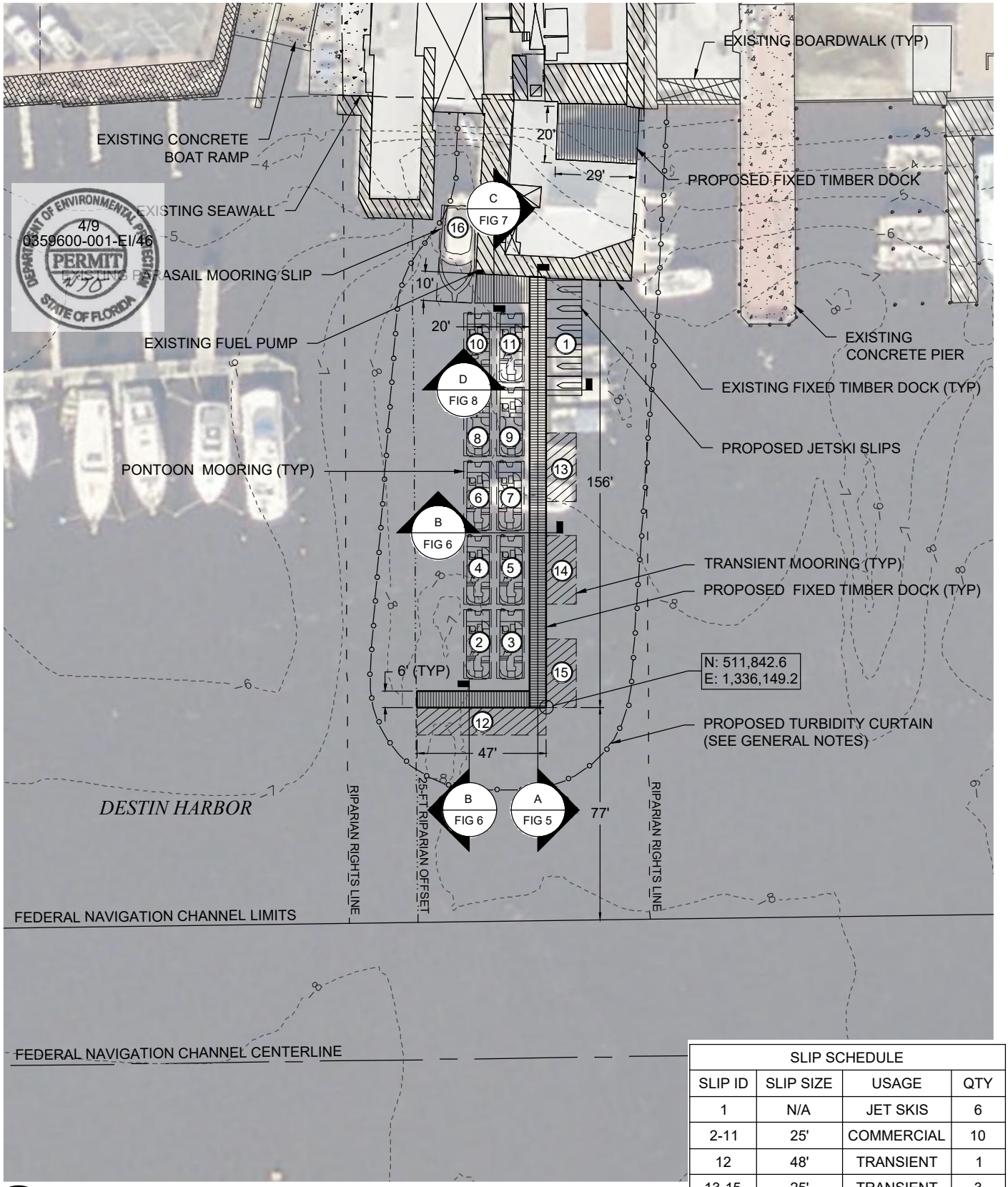

SLIP SCHEDULE			
SLIP ID	SLIP SIZE	USAGE	QTY
1	N/A	JET SKIS	6
2-11	25'	COMMERCIAL	10
12	48'	TRANSIENT	1
13-15	25'	TRANSIENT	3
16	35'	COMMERCIAL	1

0 50' 100'

SCALE: 1" = 50'

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FIGURE 4
PROPOSED SITE PLAN
PERRY DOCKIING FACILITY - 288D HARBOR BLVD
(PREVIOUSLY 240 HARBOR BLVD)
DESTIN, FLORIDA

PROJECT	DRAWN BY	SHEET	DATE
C2017-055	CAS/NP	4 of 9	JAN 2018

SEAL

DUNCAN GREER, P.E.#83306 DATE

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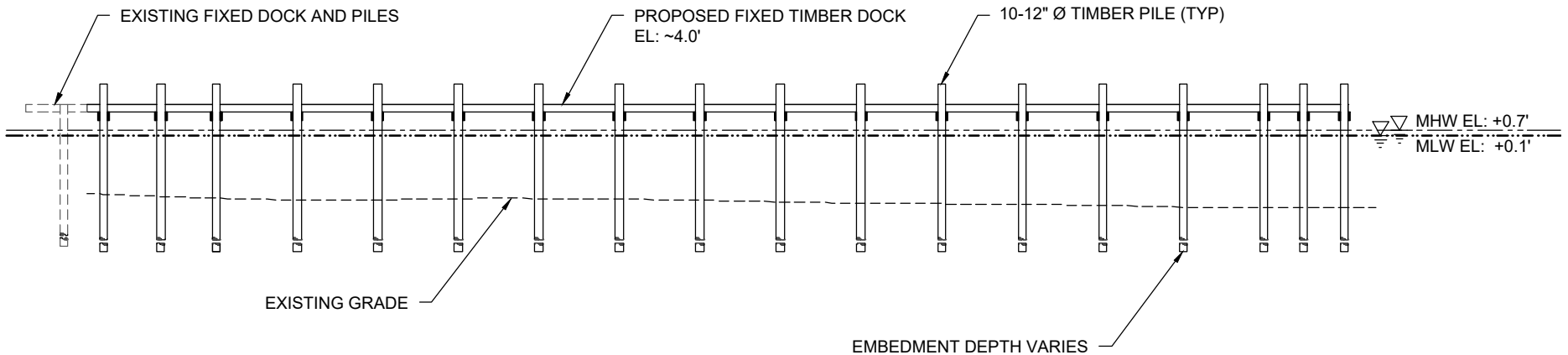
0359600-001-EI/46



A
FIG 4
CENTRAL DOCK PROFILE
SCALE: 1" = 20'
0 20'

TAYLOR ENGINEERING INC.
4300 LEGENDARY DRIVE
SUITE C246
DESTIN, FL 32541
CERTIFICATE OF AUTHORIZATION # 4815

FIGURE 5
CENTRAL DOCK PROFILE
PERRY DOCKIING FACILITY - 288D HARBOR BLVD
(PREVIOUSLY 240 HARBOR BLVD)
DESTIN, FLORIDA

	C2017-055
DRAWN BY	CAS/NP
SHEET	5 of 9
DATE	JAN 2018

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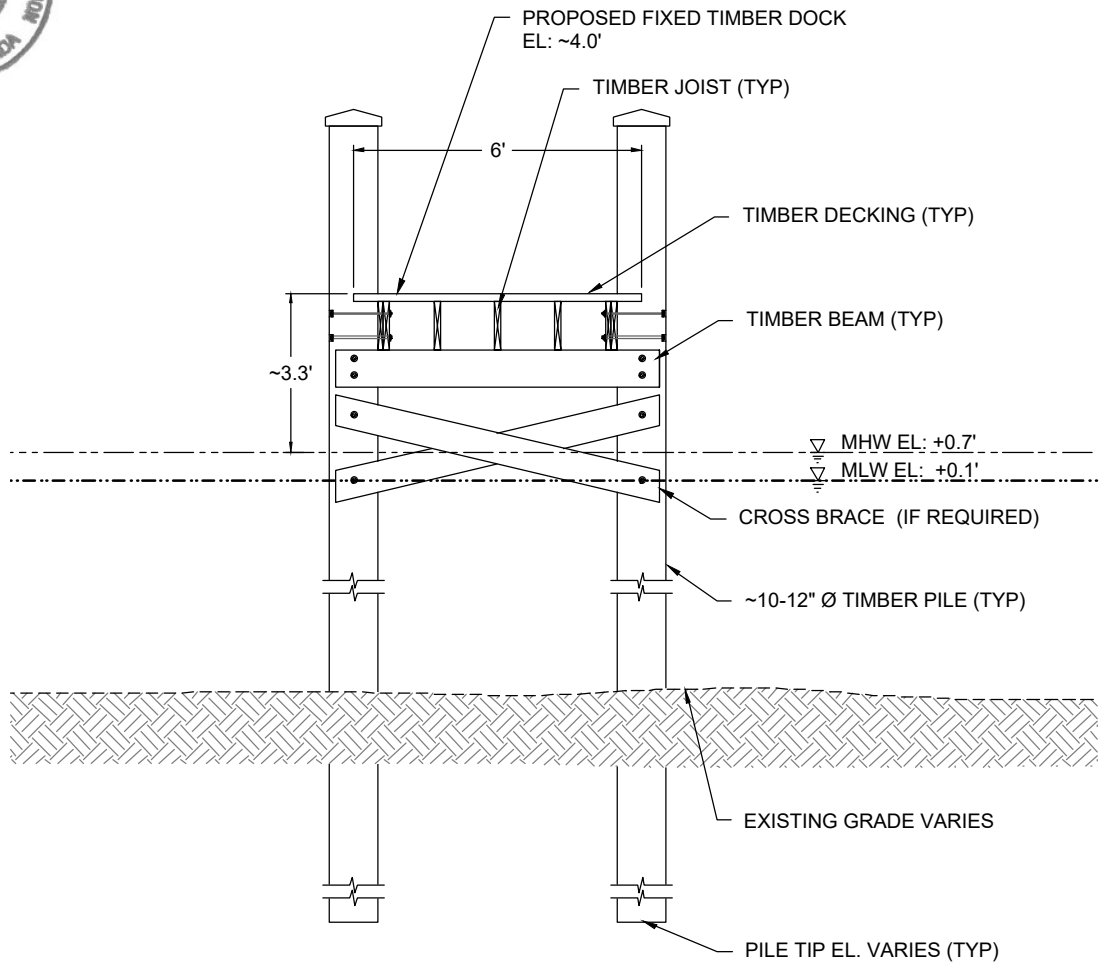

B
FIG 4

TYPICAL FIXED TIMBER DOCK SECTION

SCALE: 1" = 4'

0 4'

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CERTIFICATE OF AUTHORIZATION # 4815

FIGURE 6
TYPICAL FIXED TIMBER DOCK DETAIL
PERRY DOCKIING FACILITY - 288D HARBOR BLVD
(PREVIOUSLY 240 HARBOR BLVD)
DESTIN, FLORIDA

	C2017-055
DRAWN BY	CAS/NP
SHEET	6 of 9
DATE	JAN 2018

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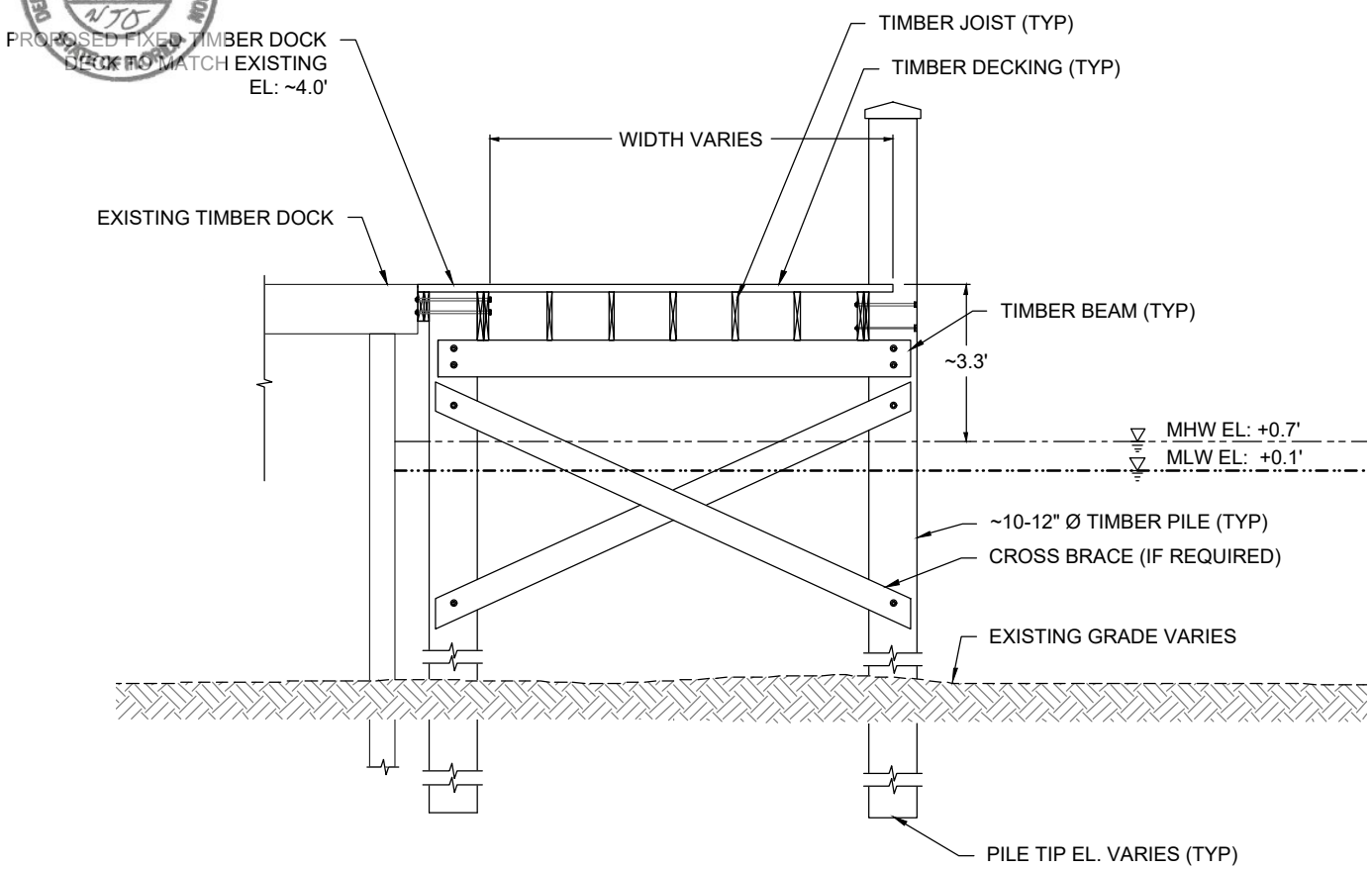

C
FIG 4

FIXED TIMBER BOARDWALK DETAIL

SCALE: 1" = 4'

0 4'

TAYLOR ENGINEERING INC.
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SUITE C246
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CERTIFICATE OF AUTHORIZATION # 4815

FIGURE 7
FIXED TIMBER BOARDWALK DETAIL
PERRY DOCKIING FACILITY - 288D HARBOR BLVD
(PREVIOUSLY 240 HARBOR BLVD)
DESTIN, FLORIDA

	C2017-055
DRAWN BY	CAS/NP
SHEET	7 of 9
DATE	JAN 2018

SEAL

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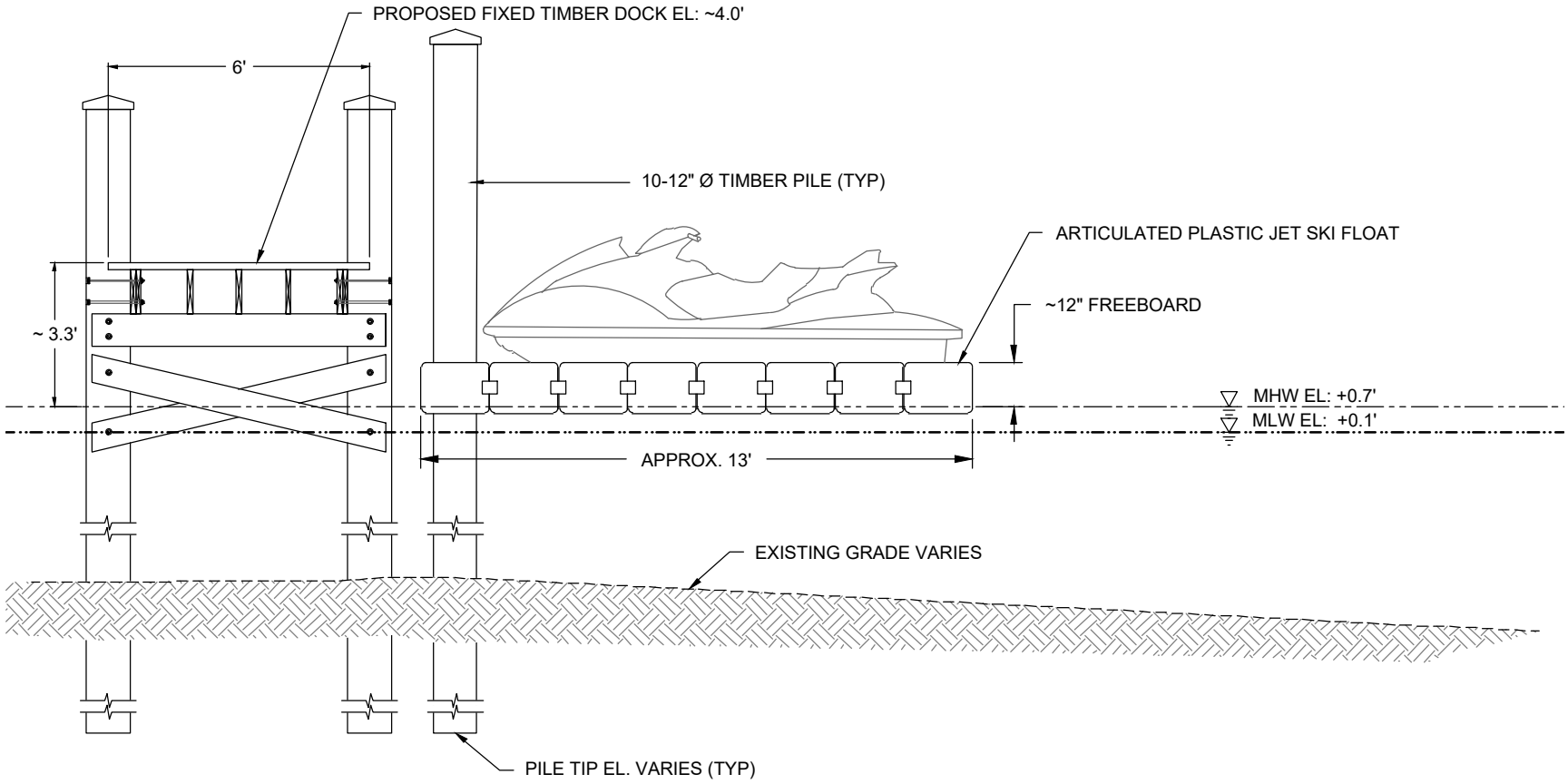
STATE OF FLORIDA



D / FIG 4 TYPICAL JET SKI DOCK SECTION

SCALE: 1" = 4'

0 4'

TAYLOR ENGINEERING INC.
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CERTIFICATE OF AUTHORIZATION # 4815

FIGURE 8
TYPICAL JET SKI DOCK SECTION
PERRY DOCKIING FACILITY - 288D HARBOR BLVD
(PREVIOUSLY 240 HARBOR BLVD)
DESTIN, FLORIDA

	C2017-055
DRAWN BY	CAS/NP
SHEET	8 of 9
DATE	JAN 2018

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DUNCAN GREER, P.E.#83306 DATE

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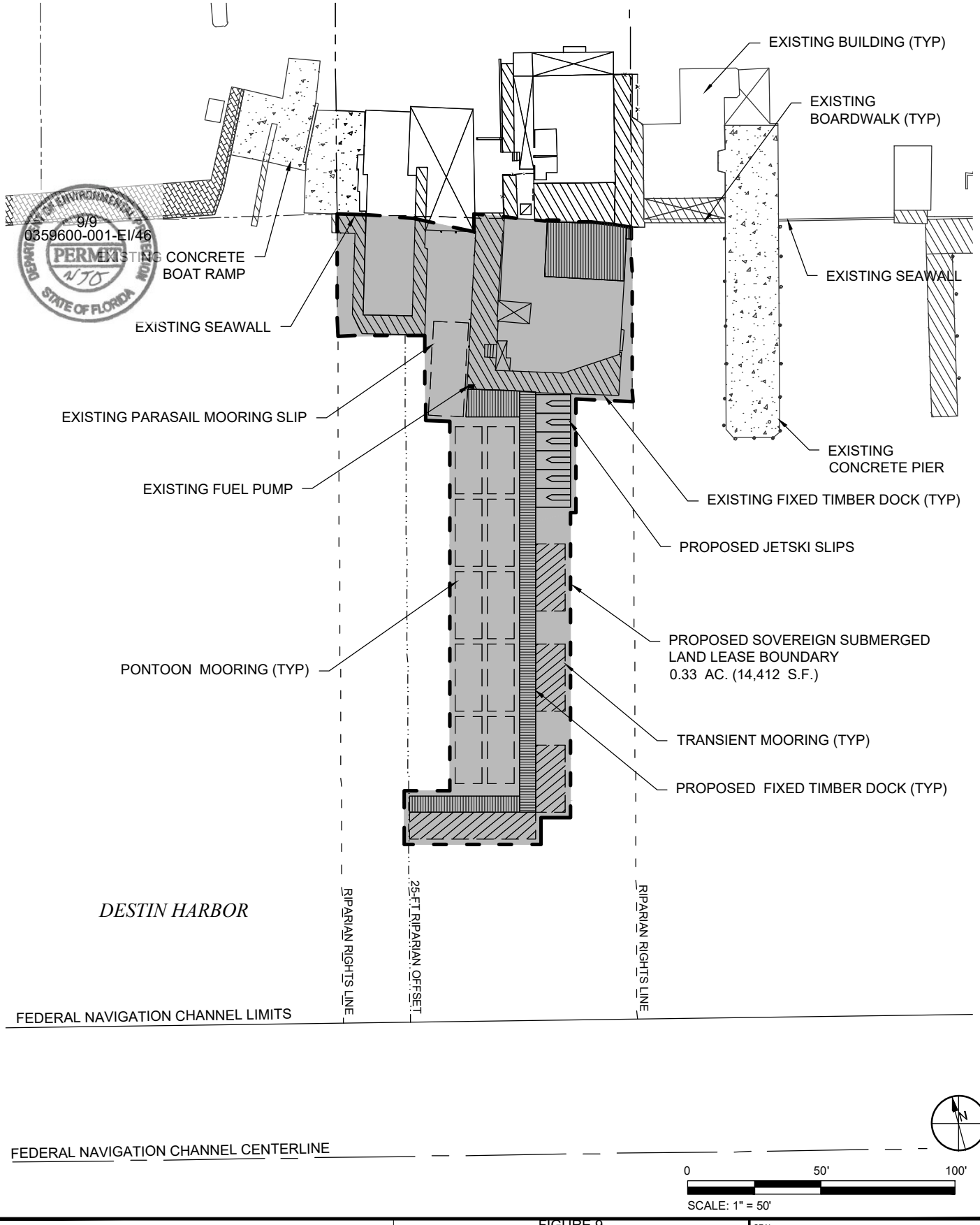

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SUITE C246
DESTIN, FL 32541
CERTIFICATE OF AUTHORIZATION # 4815

FIGURE 9
PROPOSED SUBMERGED LAND LEASE BOUNDARY
PERRY DOCKIING FACILITY - 288D HARBOR BLVD
(PREVIOUSLY 240 HARBOR BLVD)
DESTIN, FLORIDA

PROJECT	DRAWN BY	SHEET	DATE
C2017-055	CAS/NP	9 of 9	JAN 2018

SEAL

DUNCAN GREER, P.E.#83306 DATE

PRELIMINARY DRAWINGS: THESE DRAWINGS ARE NOT IN FINAL FORM, BUT ARE BEING TRANSMITTED FOR AGENCY REVIEW.

SELF-CERTIFICATION STATEMENT OF COMPLIANCE

Permit Number: SAJ-2018-01187 (SP-MDZ)

Permittee's Name & Address (please print or type):

_____

_____

Telephone Number: _____

Location of the Authorized Work:

_____

_____

Date Work Started: _____ Date Work Completed: _____

Description of the Work (e.g. bank stabilization, residential or commercial filling, docks, dredging, etc.):

_____

_____

_____

Acreage or Square Feet of Impacts to Waters of the United States:

_____

Describe Mitigation completed (if applicable):

_____

_____

Describe any Deviations from the Permit (attach drawing(s) depicting the deviations):

_____

_____

_____

I certify that all work, and mitigation (if applicable), was done in accordance with the limitations and conditions as described in the permit. Any deviations as described above are depicted on the attached drawing(s).

_____

Signature of Permittee

_____

Date

STANDARD MANATEE CONDITIONS FOR IN-WATER WORK

2013

The permittee shall comply with the following conditions intended to protect manatees from direct project effects:

a. All personnel associated with the project shall be instructed about the presence of manatees and manatee speed zones, and the need to avoid collisions with and injury to manatees. The permittee shall advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing manatees which are protected under the Marine Mammal Protection Act, the Endangered Species Act, and the Florida Manatee Sanctuary Act.

b. All vessels associated with the construction project shall operate at "Idle Speed/No Wake" at all times while in the immediate area and while in water where the draft of the vessel provides less than a four-foot clearance from the bottom. All vessels will follow routes of deep water whenever possible.

c. Siltation or turbidity barriers shall be made of material in which manatees cannot become entangled, shall be properly secured, and shall be regularly monitored to avoid manatee entanglement or entrapment. Barriers must not impede manatee movement.

d. All on-site project personnel are responsible for observing water-related activities for the presence of manatee(s). All in-water operations, including vessels, must be shutdown if a manatee(s) comes within 50 feet of the operation. Activities will not resume until the manatee(s) has moved beyond the 50-foot radius of the project operation, or until 30 minutes elapses if the manatee(s) has not reappeared within 50 feet of the operation. Animals must not be herded away or harassed into leaving.

e. Any collision with or injury to a manatee shall be reported immediately to the Florida Fish and Wildlife Conservation Commission (FWC) Hotline at 1-888-404-3922. Collision and/or injury should also be reported to the U.S. Fish and Wildlife Service in Jacksonville (1-904-731-3336) for north Florida or Vero Beach (1-772-562-3909) for south Florida, and to FWC at ImperiledSpecies@myFWC.com

f. Temporary signs concerning manatees shall be posted prior to and during all in-water project activities. All signs are to be removed by the permittee upon completion of the project. Temporary signs that have already been approved for this use by the FWC must be used. One sign which reads *Caution: Boaters* must be posted. A second sign measuring at least 8 ½" by 11" explaining the requirements for "Idle Speed/No Wake" and the shut down of in-water operations must be posted in a location prominently visible to all personnel engaged in water-related activities. These signs can be viewed at MyFWC.com/manatee. Questions concerning these signs can be sent to the email address listed above.

UNITED STATES DEPARTMENT OF COMMERCE
National Oceanic and Atmospheric Administration
NATIONAL MARINE FISHERIES SERVICE
Southeast Regional Office
263 13th Avenue South
St. Petersburg, FL 33701

SEA TURTLE AND SMALLTOOTH SAWFISH CONSTRUCTION CONDITIONS

The permittee shall comply with the following protected species construction conditions:

a. The permittee shall instruct all personnel associated with the project of the potential presence of these species and the need to avoid collisions with sea turtles and smalltooth sawfish. All construction personnel are responsible for observing water-related activities for the presence of these species.

b. The permittee shall advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing sea turtles or smalltooth sawfish, which are protected under the Endangered Species Act of 1973.

c. Siltation barriers shall be made of material in which a sea turtle or smalltooth sawfish cannot become entangled, be properly secured, and be regularly monitored to avoid protected species entrapment. Barriers may not block sea turtle or smalltooth sawfish entry to or exit from designated critical habitat without prior agreement from the National Marine Fisheries Service's Protected Resources Division, St. Petersburg, Florida.

d. All vessels associated with the construction project shall operate at "no wake/idle" speeds at all times while in the construction area and while in water depths where the draft of the vessel provides less than a four-foot clearance from the bottom. All vessels will preferentially follow deep-water routes (e.g., marked channels) whenever possible.

e. If a sea turtle or smalltooth sawfish is seen within 100 yards of the active daily construction/dredging operation or vessel movement, all appropriate precautions shall be implemented to ensure its protection. These precautions shall include cessation of operation of any moving equipment closer than 50 feet of a sea turtle or smalltooth sawfish. Operation of any mechanical construction equipment shall cease immediately if a sea turtle or smalltooth sawfish is seen within a 50-ft radius of the equipment. Activities may not resume until the protected species has departed the project area of its own volition.

f. Any collision with and/or injury to a sea turtle or smalltooth sawfish shall be reported immediately to the National Marine Fisheries Service's Protected Resources Division (727-824-5312) and the local authorized sea turtle stranding/rescue organization.

g. Any special construction conditions, required of your specific project, outside these general conditions, if applicable, will be addressed in the primary consultation.

Revised: March 23, 2006
O:\forms\Sea Turtle and Smalltooth Sawfish Construction Conditions.doc

U.S. Army Corps of Engineers Jacksonville District's Programmatic Biological Opinion (JaxBO) Project Design Criteria (PDCs) for In-Water Activities

November 20, 2017

1) **(AP.7.) Education and Observation**: The permittee must ensure that all personnel associated with the project are instructed about the potential presence of species protected under the ESA and the Marine Mammal Protection Act (MMPA). All on-site project personnel are responsible for observing water-related activities for the presence of protected species. All personnel shall be advised that there are civil and criminal penalties for harming, harassing, or killing ESA-listed species or marine mammals. To determine which species may be found in the project area, please review the relevant Protected Species List at: http://sero.nmfs.noaa.gov/protected_resources/section_7/threatened_endangered/index.html

2) **(AP.8.) Reporting** of interactions with protected species:
   a) Any collision(s) with and/or injury to any sea turtle, sawfish, whale, or sturgeon occurring during the construction of a project, shall be reported immediately to NMFS's Protected Resources Division (PRD) at (1-727-824-5312) or by email to takereport.nmfsser@noaa.gov and SAJ-RD-Enforcement@usace.army.mil.
   b) Smalltooth sawfish: Report sightings to 1-844-SAWFISH or email Sawfish@MyFWC.com
   c) Sturgeon: Report dead sturgeon to 1-844-STURG 911 (1-844-788-7491) or email nmfs.ser.sturgeonnetwork@noaa.gov
   d) Sea turtles and marine mammals: Report stranded, injured, or dead animals to 1-877-WHALE HELP (1-877-942-5343).
   e) North Atlantic right whale: Report injured, dead, or entangled right whales to the USCG via VHF Channel 16.

3) **(AP.9.) Vessel Traffic and Construction Equipment**: All vessel operators must watch for and avoid collision with species protected under the ESA and MMPA. Vessel operators must avoid potential interactions with protected species and operate in accordance with the following protective measures:

   a) *Construction Equipment*:
      i) All vessels associated with the construction project shall operate at "Idle Speed/No Wake" at all times while operating in water depths where the draft of the vessel provides less than a 4-foot (ft) clearance from the bottom, and in all depths after a protected species has been observed in and has departed the area.
      ii) All vessels will follow marked channels and/or routes using the maximum water depth whenever possible.
      iii) Operation of any mechanical construction equipment, including vessels, shall cease immediately if a listed species is observed within a 50-ft radius of

construction equipment and shall not resume until the species has departed the area of its own volition.

iv) If the detection of species is not possible during certain weather conditions (e.g., fog, rain, wind), then in-water operations will cease until weather conditions improve and detection is again feasible.

b) *All Vessels*:
   i) Sea turtles: Maintain a minimum distance of 150 ft.
   ii) North Atlantic right whale: Maintain a minimum 1,500-ft distance (500 yards).
   iii) Vessels 65 ft in length or longer must comply with the Right Whale Ship Strike Reduction Rule (50 CFR 224.105) which includes reducing speeds to 10 knots or less in Seasonal Management Areas (http://www.fisheries.noaa.gov/pr/shipstrike/).
   iv) Mariners shall check various communication media for general information regarding avoiding ship strikes and specific information regarding right whale sightings in the area. These include NOAA weather radio, USCG NAVTEX broadcasts, and Notices to Mariners.
   v) Marine mammals (i.e., dolphins, whales [other than North Atlantic right whales], and porpoises): Maintain a minimum distance of 300 ft.
   vi) When these animals are sighted while the vessel is underway (e.g., bow-riding), attempt to remain parallel to the animal's course. Avoid excessive speed or abrupt changes in direction until they have left the area.
   vii) Reduce speed to 10 knots or less when mother/calf pairs or groups of marine mammals are observed, when safety permits.

4) **(AP.10.) Turbidity Control Measures during Construction:** Turbidity must be monitored and controlled. Prior to initiating any of the work covered under this Opinion, the Permittee shall install turbidity curtains as described below. In some instances, the use of turbidity curtains may be waived by the USACE project manager if the project is deemed too minimal to generate turbidity (e.g., certain ATON installation, scientific survey device placement, marine debris removal) or if the current is too strong for the curtains to stay in place. Turbidity curtains specifications:

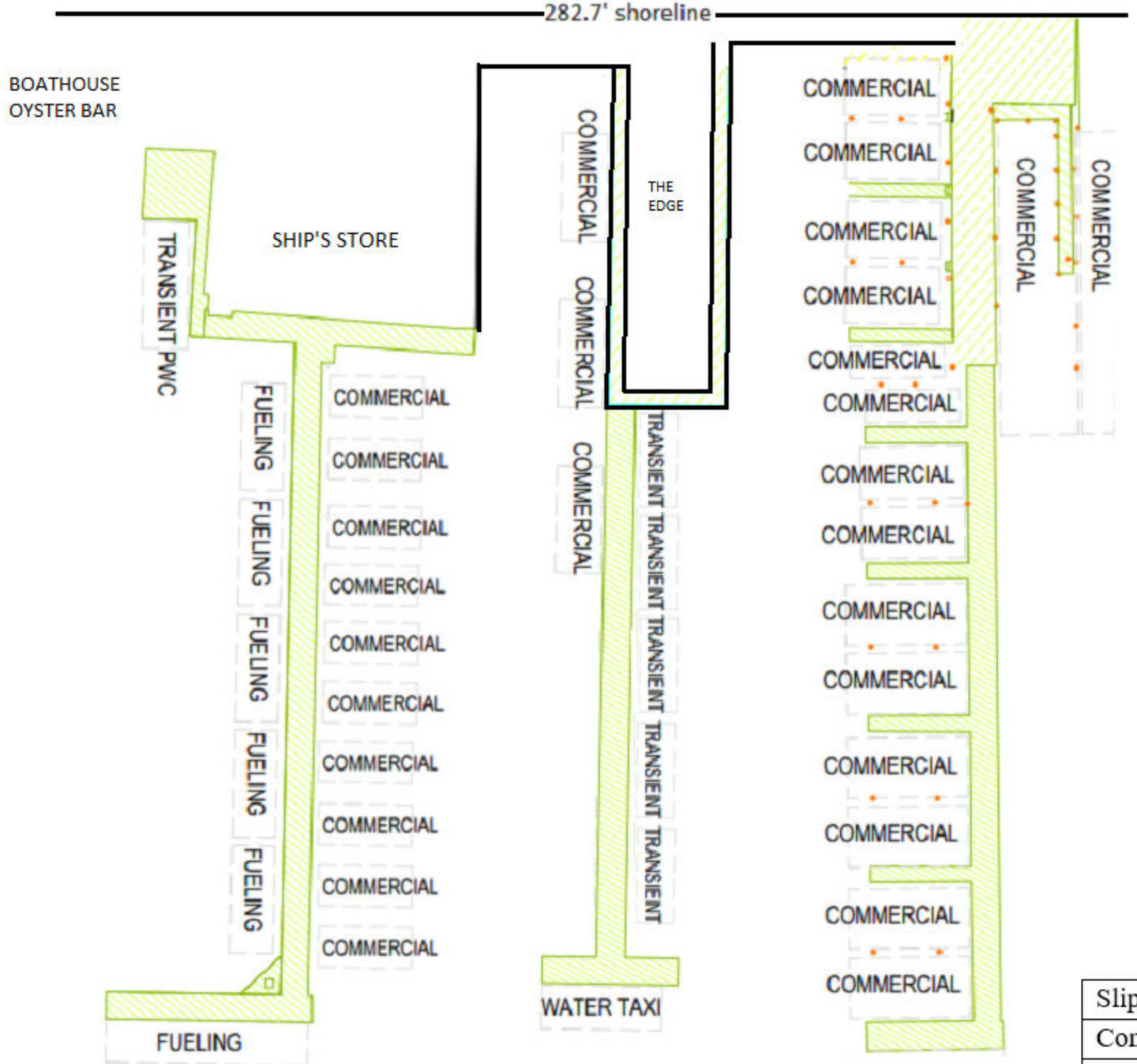
   a) Install floating turbidity barriers with weighted skirts that extend to within 1 ft of the bottom around all work areas that are in, or adjacent to, surface waters.
   b) Use these turbidity barriers throughout construction to control erosion and siltation and ensure that turbidity levels within the project area do not exceed background conditions.
   c) Position turbidity barriers in a way that does not block species' entry to or exit from designated critical habitat.
   d) Monitor and maintain turbidity barriers in place until the authorized work has been completed and the water quality in the project area has returned to background conditions.
   e) In the range of ESA-listed corals (St. Lucie Inlet, Martin County south to the Dry Tortugas and the U.S. Caribbean) and Johnson's seagrass (Turkey Creek/Palm

Bay south to central Biscayne Bay in the lagoon systems on the east coast of Florida):

i) Projects that include upland earth moving (e.g., grading to install a building or parking lot associated with a dock and seawall project), must install sediment control barriers to prevent any upland sediments from reaching estuarine or marine waters.
ii) The turbidity curtain requirement cannot be waived for any project that moves or removes sediment (e.g., dredging, auger to create a pile, trenching to install a cableline). If turbidity curtains are not feasible in an area based on site conditions such as water current, high wave action, or stormy conditions, the project must undergo individual Section 7 consultation and is not covered under this Programmatic Opinion.

5) **(AP.11.) Entanglement:** All turbidity curtains and other in-water equipment must be properly secured with materials that reduce the risk of entanglement of marine species (described below). Turbidity curtains likewise must be made of materials that reduce the risk of entanglement of marine species.

a) In-water lines (rope, chain, and cable, including the lines to secure turbidity curtains) must be stiff, taut, and non-looping. Examples of such lines are heavy metal chains or heavy cables that do not readily loop and tangle. Flexible in-water lines, such as nylon rope or any lines that could loop or tangle, must be enclosed in a plastic or rubber sleeve/tube to add rigidity and prevent the line from looping and tangling. In all instances, no excess line is allowed in the water.
b) Turbidity curtains and other in-water equipment must be placed in a manner that does not entrap species within the construction area or block access for them to navigate around the construction area.


282.7' shoreline
BOATHOUSE
OYSTER BAR
SHIP'S STORE
TRANSIENT PWC
FUELING
FUELING
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SHARED PARKING ANALYSIS

FOR

The Properties
at
240, 288, 300, @ 302 Harbor Blvd.

December 15, 2015
Revised March 21, 2016
Revised September 13, 2016
Revised September 22, 2016
Revised January 2, 2017
Revised April 28, 2017
Revised October 5, 2023
Revised May 12, 2025

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SHARED PARKING ANALYSIS

INTRODUCTION:

Modifications to this report (April 30, 2025) are made to reflect changes. These changes are shown in **bold** below and are summarized as follows:

288 – D Pier – use 10 Tikis (6 passengers) – 10 at 1.5 spaces/boat = 15
302 – C – delete 3 tour boat crew 3 boats at 2.25 spaces per boat = 7
delete 1 28-passenger boat
add 1 6-passenger fare carrying vessel
302 – E – combine activity at this address to total 14 Fare Carrying Vessels (no more than 6 passengers each) – 14 boats at 1.5 spaces/boat = 21

The purpose of this analysis is to determine the reduced parking space needs based on two factors; the sharing of spaces during varying hours of operation and the introduction of non-motor vehicle modes of walking and biking. Some site uses have been revised since the last study. The analysis relies on several technical publications:

- Parking Generation Manual, 5th Ed., Institute of Transportation Engineers (ITE), 2019
- *Shared Parking, 3rd Edition, by the Urban Land Institute*, 2020
- Parking Standards, by the American Planning Association (APA), November 2002
- *City of Destin Land Development Code*

EXISTING & PROPOSED USES:

Building areas are based on information obtained from the City of Destin. An Okaloosa County Property Appraiser's map is shown to display site locations.

The commercial properties at 240 and 288 Harbor Blvd. are owned by Claude Perry Enterprises, LLC, and the commercial properties at 300 and 302 Harbor Blvd. are owned by Marler Harbor Property, LLC. The properties at 240 & 302 Harbor Blvd. have existing development orders. The peak hours of operation vary between the different uses. Some properties easily share parking spaces thus reducing the overall parking requirements. Excellent walkability is encouraged by the Boardwalk along the Harbor's edge. It connects seamlessly to the harbor's east and west corners of the subject property.



The parcels are described below:

- 240 Harbor Blvd. – The Red Door Saloon is located on this parcel. DO-09-11 lists the use as a 1,593 sf cocktail lounge/bar.

- 288 Harbor Blvd. – This parcel includes the following:
  - 288 B&E The Boat House Oyster Bar, 2,256 sf of gross floor area. The Boat House occupies 2 buildings.
  - 288D - The Boathouse Marina/Ship Store has 1,844 sf of gross floor area.
    - **10 Tikis (6 persons plus captain)**

- 300 Harbor Blvd. – This parcel includes the following:

- 300 A&B – Mikato Restaurant has 5,000 sf
- 300 C&D – Blue Mahoe has 3,100 sf. The existing building on this parcel has 8,100 sf of gross floor area.

- 302 Harbor Blvd. – This parcel includes the following:
  - 302 A - Tin Roof (former Marler house) has 5,000 sf
  - 302 C - Edge Restaurant/Crab Island Company has 1,527 sf and three tour boats:
    - 49 passengers – plus 2 crew
    - 6 passenger fare carrying vessel
    - 37 passengers – plus 2 crew
  - 302 D – Beignets and Brew has 600 sf
  - 302 E - East Dock
    - **14 Fare Carrying Vessels (max 6 persons)**

PARKING SPACE CALCULATIONS

The first analysis step in this report calculates the Raw Parking Demand based on the existing uses multiplied by the raw parking rates from the four publications noted above. This Raw Parking Demand is summarized in Table A with **279** total spaces estimated, given the existing uses. This is a raw estimate, before spaces are shared by time of day or balanced among diverse travel modes.

Table A. Raw Parking Demand

Address		Use	Parking Rate	Raw Spaces Estimated
240		Red Door Saloon	1,593 sf at 1 space per 75 sf	21
288	C&E	Boathouse Oyster Bar	2,256 sf at 1 space per 100sf	23
	D	Boathouse Marina/Ship Store	1,844 sf at 1 space per 250sf	7
	D Pier	**10 Tikis (6 persons plus captain)**	**10 at 1.5 spaces/boat**	**15**
300	A&B	Mikato Restaurant	5,000 sf at 1 space per 100sf	50
	C&D	Blue Mahoe	3,100 sf at 1 space per 100sf	31
302	A	Tin Roof	5,000 sf at 1 space per 100sf	50
	C	Edge Restaurant	1,527 sf at 1 space per 100sf	15
		2 Tour Boats	**86** seats at 0.25 space per seat	**22**
		1 6-passenger fare carrying	**6 seats at 0.25 space per seat**	**2**
		~~3 Tour Boat Crew~~	~~3 boats at 2.25 spaces per boat~~	~~7~~
	D	Beignets and Brew	600 sf at 1 space per 100sf	6
	E	East Dock		
	E	**14 Fare Carrying Vessels**	**14 boats at 1.5 spaces/boat**	**21**
		3 Captained Fishing Vessels	3 fishing vessels at 3.0 spaces per boat	9
		3 Fishing Vessels Crew	3 fishing vessels at 2.25 spaces per boat	7
Total				**279**

The Destin LDC promotes multi-modal transportation. The Multi-Modal Transportation District (MMTD) is a significant City of Destin Policy that encourages the broadening of travel options beyond motor vehicles. Although MMTD allows a general 20% reduction in required parking spaces, analysis within this report focuses on the specific reductions noted below and does not apply the general 20% reduction.

Analysis within this report focuses on tools for A.) sharing parking between uses and B.) balancing the number of required parking spaces with access via other travel modes.

MMTD incentives reduce required parking spaces through promoting the following:

A. Sharing
    1. Shared Parking Between Uses
    2. Shared Parking by Time of Day

B. Balancing by Mode
    3. Walking
    4. Cycling
    5. Water Taxi

Preservation of live oak shade trees is also encouraged to increase shade.

Sharing

1. Shared Parking Between Uses

An internal capture rate of 15% was assumed for the restaurants. This means at least 15% of the restaurant customers will also be customers or employees of the rental and charter boat businesses. This occurs either before or after the boat rental occurs, where customers or employees seek refreshment in the restaurants. Table 1 shows an 85% mode split applied at the boat rental businesses, to reflect common parking demand with the restaurants.

An internal capture rate of 90% was applied to the Boathouse Ship Store, which assumes 90% of the Store customers will also be customers or employees of the rental and charter businesses. This results in the assumption that 10% of the store customers drive directly to the store in their cars and depart back to US 98 without entering any other on-site business. Table 1 shows a 10% Non-Captive Ratio applied at the Ship Store. This means 90% of the Parking Demand is not assigned to the store.

2. Shared Parking by Time of Day

Shared parking analysis by time of day depends on the degree to which spaces serve uses with different peak periods. Specific on-site peaks are summarized below:

Restaurants - The Boathouse Oyster Bar is open from 11:00 am to 2:00 am, Mikato Restaurant is open from 12:00 pm to 4:00 am, and Edge Restaurant/Crab Island Company is open from 11:00 am to 11:00 pm. The peak time is in the evening between 5:00 pm and 8:00 pm. A smaller demand surge occurs at lunchtime between 12:00 pm – 2:00 pm.

Late Night Restaurants - The Red Door Saloon is open from 11:00 am to 2:00 am and the Tin Roof is anticipated to be open from 11:00 am to 4:00 am. The peak period parking demand is in the evening between 5:00 pm and 8:00 pm, with smaller demand surges at lunchtime between 12:00 pm – 2:00 pm, and late night between 12:00 am - 2:00 am.

Blue Mahoe – The restaurant operates from 7:00 am to 2:00 pm.

Beignets & Brew – seasonal hours only 7:00 am to 10:00 pm (summer).

Boathouse Marina/Ship Store and Tiki Watercraft Rentals – The tiki rentals occur between 8:00 am and 6:00 pm. Rentals are offered for full or half days. Peak demand of 100% is expected by 10:00 am. Demand is expected to decrease to 80% by around 2:00 pm when the ½ day rental customers have left. Demand drops to 0% by 6:00 pm.

Tour Boats/Pontoon Boats/Fishing Vessels – These tour boats operate full and half day trips. Peak demand of 100 % is expected by 8:00 am. Around 2:00 pm, when the ½ day charters return, demand drops to 80% and then falls to 0% by 6:00.

An assumed percentage of parking load through each hour of the day, for each use, is summarized in Tables 2 and 3 (for Saturday and Weekdays, respectively). These percentages are multiplied by the parking demand for each use. This yields the estimated hourly parking demand shown in Tables 4. and 5.

B. Balancing by Mode

3. Adjustment for Walking Access

The excellent harbor boardwalk intersecting the site on the east and west corners strongly promotes walkability. Both the restaurants and boat rental businesses have walk-in business with pedestrians arriving and departing via the boardwalk.

Some boat rental customers, arriving from off-site, require no parking spaces on site. This analysis assumes 15% of the boat rental customers arrive from the boardwalk, on foot, and the other 85% arrive by motor vehicle and park on site. This assumption is based on the significant tourist/recreational activity east and west of the site.

The restaurant business also experiences walk-in customers arriving from the boardwalk. These calculations assume 20% arrive by walking from off-site. For example, of 5 customers, one walks in. The other 4 arrive by motor vehicle and park on site, then drive out without visiting any other land use.

4. Bicycle Travel

Although not counted explicitly in this analysis, bicycle use is occurring more frequently. The bicycle rack shown below is outside the Red Door Saloon. Parking for a total of 18 bicycles is installed throughout the site.



5. Water Taxi

The site has three slips open for Water Taxi use, one on each dock. No reduction in required parking spaces are claimed or calculated in this analysis. However, after interviews with the owner and property manager, it is apparent that a large number of customers visit the businesses via water taxi.



SUMMARY AND CONCLUSIONS:

As noted above, the calculations track the following framework:

A. Sharing
    1. Shared Parking Between Uses
    2. Shared Parking by Time of Day

B. Balancing by Mode
    3. Walking
    4. Cycling
    5. Water Taxi

A.1. The initial step in the calculations yields the Raw Parking Demand based on the existing uses multiplied by the raw parking rates. This Raw Parking Demand is summarized in Table A with **279** total spaces estimated. This is a raw estimate, before spaces are shared by time of day or balanced among diverse travel modes. The final adjusted parking demand estimate is summarized in Table 1 below.

Parking demand is shared, or captured, between several uses. Demand is captured between Restaurants and the Boat Businesses. A capture rate of 15% was reflected in Table 1, which shows an 85% mode split applied to each boat rental business. This means at least 15% of the restaurant customers will also be customers or employees of the rental and charter boat businesses.

A.2. Varied peak hours of operation for each use allow a significant reduction in the total parking spaces needed. An assumed percentage of parking load through each hour of the day, for each use, is summarized in Tables 2 and 3 (for Saturday and Weekdays, respectively). These percentages are multiplied by the parking demand for each use. This yields the estimates for hourly parking demand shown in Tables 4 and 5.

For example, Table 2 shows the percentage hourly accumulation of Saturday parking spaces, by hour of the day. Using 7 PM as an example, the Late Night Restaurants and Regular Restaurants are at 100% of their cumulative peak hour parking loads. The remaining uses (Boat Rental, Tikis, Charter and Breakfast Restaurants) have Zero parking at 7 PM.

Table 4 shows a Saturday peak accumulation (occurring at 1:00 PM) of **125** required parking spaces. Table 5 shows a Weekday peak accumulation (occurring at 12:00 PM) of **124** required parking spaces.

B.3. Both the restaurants and boat rental businesses have walk-in business with pedestrians arriving and departing via the boardwalk.

Some boat rental customers, arriving from off-site, require no parking spaces on site. This analysis assumes 15% of the boat rental customers arrive from the boardwalk, on foot, and the other 85% arrive by motor vehicle and park on site. This assumption is based on the significant tourist/recreational activity east and west of the site.

For example, the Tour Boat with 49 passengers and 2 crew members, includes 51 seats. If those 51 people arrived by motor vehicle, a .25 demand would yield 12.75 required parking spaces. Since 15% are walk-ins, the parking required is reduced by 15% for Mode Split, this yields 12.75 * 85% = 10.84 parking spaces required during the peak hour.

The restaurant business also experiences walk-in customers arriving from the boardwalk. These calculations assume 20% arrive by walking from off-site. For example, of 5 customers, one walks in. The other 4 arrive by motor vehicle and park on site, then drive out without visiting any other land use.

B.4. Bicycle Travel

Although not counted explicitly in this analysis, bicycle use is occurring frequently. Parking for a total of 18 bicycles is installed throughout the site.

B.5. Water Taxi

No reduction in required parking spaces are claimed or calculated in this analysis for Water Taxis.

In summary, Table 1 shows the final results of this analysis. The Raw Parking Demand is shown as **279**. After reduction by mode split and use capture, **192** spaces are required. When this value is reduced by hourly parking, **119** spaces are required.

The site has **153** existing parking spaces. Existing Parking Spaces Exceed Required Spaces by **28**.

TABLE 1

REDUCTION PER MODE SPLIT & USE CAPTURE

BUILDING USE	AREA	UNIT	PARKING REQUIREMENT							
			Weekday				Saturday			
			Demand ratio	Mode Split	Non-Captive Ratio	Spaces	Demand ratio	Mode Split	Non-Captive Ratio	Spaces
240 - Red Door Saloon	1,593	sf	13.33	80%	95%	16.14	13.33	80%	95%	16.14
288 C&E - Boathouse Oyster Bar w/kitchen & storage	2,256	sf	10.00	80%	95%	17.15	10.00	80%	95%	17.15
288 D - Boathouse Marina/Ship Store	1,844	sf	4.00	100%	10%	0.74	4.00	100%	10%	0.74
288 D - Tikis (10 tikis - 6 persons plus captain)	10	boats	3.00	85%	15%	3.83	3.00	85%	15%	3.83
300 A&B - Mikato Restaurant	5,000	sf	10.00	80%	95%	38.00	10.00	80%	95%	38.00
300 C&D - Blue Mahoe	3,100	sf	10.00	80%	95%	23.56	10.00	80%	95%	23.56
302A - Tin Roof	5,000	sf	10.00	80%	95%	38.00	10.00	80%	95%	38.00
302C - Edge Restaurant/Crab Island Company	1,527	sf	10.00	80%	95%	11.61	10.00	80%	95%	11.61
2 tour boats										
1- 49 passengers plus 2 crew	51	seats	0.25	85%	100%	10.84	0.25	85%	100%	10.84
2 - 37 passengers plus 2 crew	39	seats	0.25	85%	100%	8.29	0.25	85%	100%	8.29
1 6-passenger Fare Carry Vessel	**6**	**seat**	**0.25**	**85%**	**100%**	**1.28**	**0.25**	**85%**	**100%**	**1.28**
East Dock										
302E - Beignets and Brew	600	sf	10.00	80%	95%	4.56	10.00	80%	95%	4.56
14 Fare Carrying Vessels (max 6 passengers)	14	boats	1.50	85%	100%	17.85	1.50	85%	100%	17.85
PARKING REDUCTION PER MODE SPLIT & CAPTURE						**192**				**192**
SUMMARY										
Raw Parking Demand (Table A)						**279**				**279**
Reduced Required Spaces Per Mode Split & Use						**192**				**192**
Reduced Required Spaces Per Hourly Shared Parking						**119**				**125**
Reduction Per 20% MMTD						**0**				**0**
NET PARKING REQUIRED w Mode Split & Shared Parking						**119**				**125**
Existing Parking Spaces Exceed Required Spaces by 28						**153**				**153**

NOTES:

Demand ratio is in units of demand per 1,000 sq. ft. GLA or as shown.

TABLE 2

REPRESENTATIVE HOURLY ACCUMULATION
BY PERCENTAGE OF PEAK HOUR
SATURDAY
from Shared Parking, a Study Conducted by the ULI-The Urban Land Institute (2020), and ICSC-International Council on Shopping Centers, 2005

HOUR OF DAY	LATE NIGHT RESTAURANT	RESTAURANT	BOAT RENTAL	TIKIS	CHARTER BOAT	BREAKFAST RESTAURANT
6 :00am	0%	0%	0%	0%	0%	0%
7 :00am	0%	0%	10%	10%	10%	100%
8 :00am	0%	0%	45%	45%	100%	80%
9 :00am	0%	0%	95%	95%	100%	100%
10 :00am	10%	10%	100%	100%	100%	100%
11 :00am	30%	30%	100%	100%	100%	40%
12 :00pm	50%	50%	100%	100%	100%	30%
1 :00pm	60%	60%	100%	100%	100%	10%
2 :00pm	60%	60%	80%	80%	80%	10%
3 :00pm	60%	50%	80%	80%	80%	0%
4 :00pm	70%	50%	70%	70%	70%	0%
5 :00pm	80%	60%	40%	40%	40%	0%
6 :00pm	90%	90%	10%	10%	10%	0%
7 :00pm	100%	100%	0%	0%	0%	0%
8 :00pm	100%	100%	0%	0%	0%	0%
9 :00pm	100%	90%	0%	0%	0%	0%
10 :00pm	90%	70%	0%	0%	0%	0%
11 :00pm	80%	50%	0%	0%	0%	0%
12 :00am	70%	10%	0%	0%	0%	0%
1 :00am	60%	0%	0%	0%	0%	0%
2 :00am	50%	0%	0%	0%	0%	0%

TABLE 3

REPRESENTATIVE HOURLY ACCUMULATION
BY PERCENTAGE OF PEAK HOUR
WEEKDAY
from Shared Parking, a Study Conducted by the ULI-The Urban Land Institute (2020), and ICSC-International Council on Shopping Centers, 2005

HOUR OF DAY	LATE NIGHT RESTAURANT	RESTAURANT	BOAT RENTAL	TIKIS	CHARTER BOAT	BREAKFAST RESTAURANT
6 :00am	0%	0%	0%	0%	0%	0%
7 :00am	0%	0%	10%	10%	10%	100%
8 :00am	0%	0%	45%	45%	100%	80%
9 :00am	0%	0%	95%	95%	100%	100%
10 :00am	10%	10%	100%	100%	100%	100%
11 :00am	30%	40%	100%	100%	100%	40%
12 :00pm	50%	60%	100%	100%	100%	30%
1 :00pm	50%	60%	100%	100%	100%	10%
2 :00pm	40%	50%	80%	80%	80%	10%
3 :00pm	30%	40%	80%	80%	80%	0%
4 :00pm	50%	50%	70%	70%	70%	0%
5 :00pm	70%	70%	40%	40%	40%	0%
6 :00pm	90%	90%	10%	10%	10%	0%
7 :00pm	100%	100%	0%	0%	0%	0%
8 :00pm	90%	100%	0%	0%	0%	0%
9 :00pm	80%	80%	0%	0%	0%	0%
10 :00pm	60%	70%	0%	0%	0%	0%
11 :00pm	60%	50%	0%	0%	0%	0%
12 :00am	40%	10%	0%	0%	0%	0%
1 :00am	40%	0%	0%	0%	0%	0%
2 :00am	30%	0%	0%	0%	0%	0%

TABLE 4

REPRESENTATIVE HOURLY ACCUMULATION
FOR A
SATURDAY
from Shared Parking, a Study Conducted by the ULI-The Urban Land Institute (2020), and ICSC-International Council on Shopping Centers, 2005

HOUR OF DAY	LATE NIGHT RESTAURANT	RESTAURANT	BOAT RENTAL	TIKIS	CHARTER BOAT	BREAKFAST RESTAURANT	
6 :00am	0.0	0.0	0.0	0.0	17.2	0.0	17
7 :00am	0.0	0.0	1.8	0.0	18.0	23.6	43
8 :00am	0.0	0.0	8.0	1.7	25.5	18.8	54
9 :00am	0.0	0.0	17.0	3.6	25.5	23.6	70
10 :00am	5.4	7.1	17.9	3.8	25.5	23.6	83
11 :00am	16.2	21.4	17.9	3.8	25.5	9.4	94
12 :00pm	27.1	35.7	17.9	3.8	25.5	7.1	117
1 :00pm	32.5	42.8	17.9	3.8	25.5	2.4	125
2 :00pm	32.5	42.8	14.3	3.1	20.4	2.4	115
3 :00pm	32.5	35.7	14.3	3.1	20.4	0.0	106
4 :00pm	37.9	35.7	12.5	2.7	17.9	0.0	107
5 :00pm	43.3	42.8	7.1	1.5	10.2	0.0	105
6 :00pm	48.7	64.2	1.8	0.4	2.6	0.0	118
7 :00pm	54.1	71.3	0.0	0.0	0.0	0.0	125
8 :00pm	54.1	71.3	0.0	0.0	0.0	0.0	125
9 :00pm	54.1	64.2	0.0	0.0	0.0	0.0	118
10 :00pm	48.7	49.9	0.0	0.0	0.0	0.0	99
11 :00pm	43.3	35.7	0.0	0.0	0.0	0.0	79
12 :00am	37.9	7.1	0.0	0.0	0.0	0.0	45
1 :00am	32.5	0.0	0.0	0.0	0.0	0.0	32
2 :00am	27.1	0.0	0.0	0.0	0.0	0.0	27

TABLE 5

REPRESENTATIVE HOURLY ACCUMULATION
FOR A
WEEKDAY
from Shared Parking, a Study Conducted by the ULI-The Urban Land Institute (2020), and ICSC-International Council on Shopping Centers, 2005

HOUR OF DAY	LATE NIGHT RESTAURANT	RESTAURANT	BOAT RENTAL	TIKIS	CHARTER BOAT	BREAKFAST RESTAURANT	
6 :00am	0.0	0.0	0.0	0.0	17.2	0.0	17
7 :00am	0.0	0.0	1.8	0.0	18.0	23.6	43
8 :00am	0.0	0.0	8.0	1.7	25.5	18.8	54
9 :00am	0.0	0.0	17.0	3.6	25.5	23.6	70
10 :00am	5.4	7.1	17.9	3.8	25.5	23.6	83
11 :00am	16.2	28.5	17.9	3.8	25.5	9.4	101
12 :00pm	27.1	42.8	17.9	3.8	25.5	7.1	124
1 :00pm	27.1	42.8	17.9	3.8	25.5	2.4	119
2 :00pm	21.7	35.7	14.3	3.1	20.4	2.4	97
3 :00pm	16.2	28.5	14.3	3.1	20.4	0.0	83
4 :00pm	27.1	35.7	12.5	2.7	17.9	0.0	96
5 :00pm	37.9	49.9	7.1	1.5	10.2	0.0	107
6 :00pm	48.7	64.2	1.8	0.4	2.6	0.0	118
7 :00pm	54.1	71.3	0.0	0.0	0.0	0.0	125
8 :00pm	48.7	71.3	0.0	0.0	0.0	0.0	120
9 :00pm	43.3	57.0	0.0	0.0	0.0	0.0	100
10 :00pm	32.5	49.9	0.0	0.0	0.0	0.0	82
11 :00pm	32.5	35.7	0.0	0.0	0.0	0.0	68
12 :00am	21.7	7.1	0.0	0.0	0.0	0.0	29
1 :00am	21.7	0.0	0.0	0.0	0.0	0.0	22
2 :00am	16.2	0.0	0.0	0.0	0.0	0.0	16

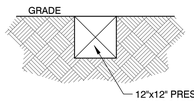
FOR PERMITTING ONLY - NOT FOR CONSTRUCTION

SIDEWALK CURB RAMP NOTE:

ALL SIDEWALK CURB RAMPS AND DETECTABLE WARNINGS SHALL BE BUILT IN ACCORDANCE WITH FDOT STANDARD INDEX NO. 522-022.

LANDSCAPE NOTE:

ALL IMPACTED LANDSCAPE AREAS SHALL HAVE DRIP IRRIGATION INSTALLED PRIOR TO CERTIFICATE OF OCCUPANCY.



FLUSH LANDSCAPE TIMBER DETAIL
N.T.S.

CITY OF DESTIN EMERGENCY CONTACT REQUIREMENTS:

1. DEVELOPMENT SHALL PROVIDE A POSTED SIGN NOTIFYING THE PUBLIC OF THE NAME, AND 24 HOURS A DAY, 7 DAYS A WEEK EMERGENCY CONTACT PHONE NUMBER OF THE PARTY RESPONSIBLE FOR DEVELOPMENT SITE.
2. SIGN SHALL BE NO LARGER THAN 18"x24" AND NO SMALLER THAN 10"x16".
3. SIGN SHALL BE PROMINENTLY PLACED ON SITE, NO FURTHER THAN 5 FEET FROM ADJACENT RIGHT-OF-WAY, AND SHALL BE LEGIBLE WHEN VIEWED FROM RIGHT-OF-WAY.
4. SIGN SHALL BE PLACED AT EXPENSE OF OWNER, PRIOR TO COMMENCEMENT OF CONSTRUCTION.
5. OWNER SHALL PROVIDE CITY WITH A PHOTO OF SIGN AND POSTING OF PROPERTY AFFIDAVIT WITHIN 7 DAYS OF SIGN BEING POSTED.
6. SIGN SHALL BE REMOVED WITHIN 5 DAYS AFTER ISSUANCE OF CERTIFICATE OF OCCUPANCY OR CERTIFICATE OF COMPLETION FOR THE PROJECT.

OFFICE OF PUBLIC SERVICES NOTES:

1. PRIOR TO OBTAINING ANY CITY OF DESTIN PERMITS, DEVELOPER/CONTRACTOR SHALL OBTAIN AN FDEP NPDES PERMIT AND SUBMIT A COPY TO THE PUBLIC SERVICES DIRECTOR.
2. THE DEVELOPER/OWNER, ENGINEER OF RECORD, AND CONTRACTOR SHALL MAKE THEMSELVES FAMILIAR WITH THE CODES LAOCATED IN CHAPTER 8 (TRANSPORTATION) OF THE CITY OF DESTIN LAND DEVELOPMENT CODE, AND COMPLY WITH THE CODES PRIOR TO OBTAINING A CERTIFICATE OF OCCUPANCY.
3. THE DEVELOPER/OWNER, ENGINEER OF RECORD, AND CONTRACTOR SHALL MAKE THEMSELVES FAMILIAR WITH THE CODES LAOCATED IN CHAPTER 11.09.00 (ILLICIT DISCHARGE) OF THE CITY OF DESTIN LAND DEVELOPMENT CODE, AND COMPLY WITH THE CODES PRIOR TO OBTAINING A CERTIFICATE OF OCCUPANCY.

SITE DATA TABLE

PARCEL ID: 00-2S-22-0630-0000-07D1

FUTURE LAND USE: SOUTH HARBOR MIXED USE (SHMU)

ZONING: SOUTH HARBOR MIXED USE (SHMU)

FLOOD ZONE: X & AE 10.0 *

BUILDING SETBACKS:
REQUIRED: FRONT = 16 FEET (MIN.) TO 26 FEET (MAX.) PROVIDED: FRONT = 184.4 FEET
SIDE = 0 FEET SIDE = 1.6 FEET
REAR = 15 FEET REAR = 154.7 FEET

BUILDING INFORMATION:
BUILDING HEIGHT: TWO STORIES
GROSS FLOOR AREA: 4,435 SQ.FT. (1 BUILDING)

TOTAL SITE AREA: 187,499.8 SQ.FT. OR 4.30 AC.

MAX. FLOOR AREA RATIO: 0.60

FLOOR AREA RATIO PROPOSED: 28,110.4 SQ.FT. / 187,499.8 SQ.FT. = 0.15

EXISTING IMPERVIOUS AREA: 132,310.3 SQ.FT. OR 70.6%

PROPOSED IMPERVIOUS AREA: 137,977.2 SQ.FT. OR 73.5%

EXISTING OPEN SPACE: 55,189.5 SQ.FT. OR 29.4%

PROPOSED OPEN SPACE: 49,522.6 SQ.FT. OR 26.4%

PARKING SPACES REQUIRED: 1 SPACE PER 75 SQ.FT. (4,435 SQ.FT.) = 60 SPACES

PARKING SPACES PROVIDED: 153 (INCLUDES 3 HANDICAP) **

* THIS PARCEL APPEARS TO LIE IN FLOOD ZONES X AND AE 10 AS DETERMINED BY SCALE FROM FEMA FLOOD INSURANCE RATE MAP COMMUNITY PANEL NUMBER 12091C1469J DATED MARCH 9, 2021.

** PER PARKING STUDY FOR SITE PERFORMED BY HALL PLANNING & ENGINEERING INC. ON 10/11/2023, SITE REQUIRES 142 SPACES. SITE CURRENTLY HAS 156 SPACES (EXCESS OF 14 SPACES).

CITY OF DESTIN DUST & VIBRATION NOTES:

CITY OF DESTIN DUST CONTROL REQUIREMENTS

1. GRADING OPERATIONS WILL NOT BE CONDUCTED WHEN WINDS EXCEED 30 MILES PER HOUR.
2. WATER WILL BE APPLIED WITH HOSE OR WATER TRUCK, AS NECESSARY, DURING EXCAVATION ACTIVITIES.
3. CONTRACTOR SHALL ENSURE THAT ANY OPEN-BODIED TRUCKS, TRAILERS OR OTHER VEHICLES TRANSPORTING PARTICULATE MATTER SHALL BE COVERED OR WETTED TO MINIMIZE DUST GENERATION DURING TRANSPORT.
4. STOCKPILED MATERIAL SHALL BE COVERED OR WETTED, AS REQUIRED, TO MINIMIZE DUST GENERATION DURING HIGH WIND CONDITIONS.
5. CONTRACTOR SHALL MINIMIZE THE HEIGHTS INVOLVED IN TRANSFER PROCESSES INVOLVING FREE FALL OF SOIL OR OTHER PARTICULATE MATTER TO MINIMIZE DUST EMISSIONS.
6. WATER WILL E APPLIED BY HOSE OR WATER TRUCK, AS NECESSARY, TO UNPAVED SURFACES, INCLUDING ADJACENT RIGHT-OF-WAYS, OR ANY OTHER SURFACE THAT COULD CREATE AIRBORNE DUST.
7. GROUND COVER WILL BE PLACED FOR ALL OPEN AREAS IMMEDIATELY AFTER CONSTRUCTION ACTIVITIES HAVE BEEN COMPLETED.
8. DESIGNATED ROUTES WITHIN THE JOB SITE THAT WILL BE USED BY VEHICLES TRANSPORTING SOIL OR OTHER MATERIALS TO AND FROM THE SITE SHALL BE CLEARLY INDICATED.
9. CONTRACTOR SHALL PROVIDE BRUSHES, BROOMS, WATER, OR PRESSURE WASHERS, AS REQUIRED, TO REMOVE SOIL, SAND, DIRT AND ANY OTHER PARTICULATE MATTER FROM VEHICLE TIRES AND UNDERCARRIAGES PRIOR TO LEAVING THE SITE IN ORDER TO PREVENT THE TRACKING OUT OF SAID SOIL, SAND, DIRT AND ANY OTHER PARTICULATE MATTER ONTO THE ADJACENT RIGHT-OF-WAYS.
10. MAXIMUM SPEED OF CONSTRUCTION EQUIPMENT OR MATERIAL DELIVERIES SHALL BE 20 MILES PER HOUR.
11. ANY SOIL, SAND AND OTHER MATERIAL DEPOSITED OR EMITTED ONTO ANY RIGHT-OF-WAYS NEAR THE SITE SHALL BE REMOVED WITHIN 48 HOURS.
12. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO ENSURE THAT ANY DUST CONTROL SYSTEMS AND/OR DEVICES, INCLUDING BUT NOT LIMITED TO WATER APPLICATION SYSTEMS, FILTER REPLACEMENT, OR DAILY REMOVAL OF EXCESS DUST FROM CONTAINMENT AREAS ARE IN PROPER WORKING CONDITIONS PER MANUFACTURER'S REQUIREMENTS OR STANDARD INDUSTRY PRACTICE.
13. MONITORING OF DUST EMISSIONS SHALL BE DONE TO ENSURE COMPLIANCE WITH RELEVANT REGULATORY REQUIREMENTS.
14. CONTRACTOR SHALL MAINTAIN A DAILY DUST CONTROL CHECKLIST AND SHALL PROVIDE TO THE CITY UPON REQUEST TO DOCUMENT COMPLIANCE WITH THESE REQUIREMENTS, AND MAINTAIN AT THE JOB SITE AT ALL TIMES.

CITY OF DESTIN VIBRATION IMPACT REQUIREMENTS

1. ANY ACTIVITY INCLUDING, BUT NOT LIMITED TO: PILE DRIVING, EARTHWORK COMPACTION, CONCRETE AND ASPHALT BREAKING WILL NOT TRANSMIT VIBRATIONS TO SENSITIVE RECEPTORS AT OR ABOVE THE FEDERAL TRANSIT ADMINISTRATION (FTA) APPROXIMATE VIBRATION DAMAGE THRESHOLD OF 95 VIBRATION DECIBELS (VDB)
2. FOR ANY ACTIVITY EXCEEDING 80 VDB THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING THE CITY OF DESTIN WITH A VIBRATION MINIMIZATION AND MITIGATION PLAN TO REDUCE IMPACTS TO THE SURROUNDING AREAS.

CITY OF DESTIN CONSTRUCTION SCREENING CRITERIA:

THE SCREEN MATERIAL SHALL BE MADE OF AN OPAQUE MATERIAL CAPABLE OF ALLOWING AIR TO PASS BUT SEMI-PERVIOUS TO DUST AND DIRT. THE SCREENING SHALL BE OF A FINENESS SUCH THAT NO MATERIAL OVER ONE-EIGHTH (1/8) INCH IN SIZE SHALL PASS THROUGH THE MESH. SUCH SCREENING SHALL BE SECURELY AFFIXED TO THE CONSTRUCTION FENCE. FENCE SCREENING SHALL HAVE A MINIMUM HEIGHT OF FIVE (5) FEET AND A MAXIMUM HEIGHT OF EIGHT (8) FEET. THE SCREENING MATERIAL SHALL BE MAINTAINED IN GOOD CONDITION AND TAUT THROUGHOUT THE ALLOTTED PERMIT TIME. THE SCREENING MUST BE KEPT SECURE FROM ANY WIND ACTION. IN CASES WHERE THE FINISHED GRADE OF THE DEVELOPMENT SITE IS HIGHER BY MORE THAN ONE (1) FOOT OR MORE THAN THE GRADE OF THE ADJOINING PROPERTIES, SAID FENCE SCREENING SHALL BE PLACED AT THE FINISHED GRADE AND NOT THE EXISTING GRADE.

FIRE DISTRICT NOTES:

1. ALL FIRE DISTRICT REVIEWS WILL BE IN ACCORDANCE WITH THE 8TH EDITION, FLORIDA FIRE PREVENTION CODE, APPROPRIATE FLORIDA STATUTES, FLORIDA ADMINISTRATIVE CODES, AND LOCAL ORDINANCES. SUBMITTALS SHALL COMPLY WITH FLA STATUTE 61G15-32. ALL SUBMITTALS SHALL REFERENCE THE APPROPRIATE CODE EDITIONS.
2. THE FIRE PROTECTION SYSTEM SHALL BE DESIGNED BY A FLORIDA REGISTERED PROFESSIONAL ENGINEER. ALL SUBMITTALS SHALL BE SEALED, SIGNED, AND DATED BY THE ENGINEER OF RECORD. THE ENGINEER OF RECORD SHALL INCLUDE HYDRAULIC CALCULATIONS FOR THE FIRE SPRINKLER SYSTEM.
3. THE FIRE ALARM SYSTEM SHALL BE DESIGNED BY A FLORIDA REGISTERED PROFESSIONAL ENGINEER. ALL SUBMITTALS SHALL BE SEALED, SIGNED, AND DATED BY THE ENGINEER OF RECORD.
4. A WATER SUPPLY FOR FIRE PROTECTION, EITHER TEMPORARY OR PERMANENT AND ACCEPTABLE TO THE AUTHORITY HAVING JURISDICTION, SHALL BE MADE AVAILABLE PRIOR TO DELIVERY OF COMBUSTIBLE MATERIALS.
5. FIRE DEPARTMENT ACCESS TO AND ON THE SITE SHALL BE MAINTAINED AT ALL TIMES.
6. THE UNDERGROUND FIRE SERVICE LINE, FROM THE POINT OF SERVICE TO 12" ABOVE THE FINISHED FLOOR, SHALL BE INSTALLED BY A CONTRACTOR LICENSED TO INSTALL THE DEDICATED PORTION OF THE FIRE SERVICE LINE. THE DESIGNATED POINT OF SERVICE SHALL BE APPROVED BY DESTIN FIRE DISTRICT. ONE (1) SET OF DRAWINGS OF THE PLANNED UNDERGROUND AND MATERIAL DATA SHEETS MUST BE SUBMITTED TO THE DESTIN FIRE DISTRICT OFFICE FOR REVIEW AND APPROVAL PRIOR TO STARTING INSTALLATION.
7. FLUSHING OF AND THE 200 PSI PRESSURE TEST OF THE FIRE SERVICE LINES MUST BE WITNEESSED BY A REPRESENTATIVE OF DESTIN FIRE DISTRICT. THE UNDERGROUND CONTRACTOR SHALL PROVIDE A COMPLETED "CONTRACTOR'S MATERIAL AND TEST CERTIFICATE FOR UNDERGROUND PIPING" AT THE TIME OF THE FINAL PRESSURE TEST.
8. A RAPID ENTRY BOX (KNOX BOX) IS REQUIRED. CONTACT DESTIN FIRE DISTRICT PRIOR TO ORDERING.
9. FIRE FIGHTER SAFETY SYMBOLS ARE REQUIRED.
10. THE FIRE DISTRICT REQUIRES A COMPLETE ELECTRONIC PACKAGE OF PDF FILES ON A CD OR USB FLASH DRIVE. SUBMITTAL MUST INCLUDE ENGINEERED DRAWINGS OF THE FIRE SPRINKLER AND FIRE ALARM SYSTEMS.
11. FIRE SAFETY PUBLIC SAFETY FACILITIES FEES (IMPACT FEES) AND PLAN REVIEW FEES WILL BE ASSESSED WHEN BUILDING PLANS ARE SUBMITTED. ALL FEES MUST BE PAID UPON COMPLETION OF REVIEW.

BUILDING DIVISION NOTES:

1. PROPER PERMITTING MUST BE APPLIED FOR AND APPROVED PRIOR TO ANY WORK BEING PERFORMED ON THE SUBJECT PROPERTY.
2. TWO (2) FULL SETS OF SIGNED AND SEALED CONSTRUCTION PLANS AND ONE (1) CD, SPECIFICATIONS, AND RELATED DOCUMENTS (SITE PLAN) AS REQUIRED BY THE FLORIDA BUILDING CODE CHAPTER 1 MUST BE SUBMITTED TO AND BE REVIEWED BY THE BUILDING DIVISION PRIOR TO ISSUANCE OF A PERMIT.
3. PLANS SHALL BE BASED ON THE FOLLOWING CODES (AS APPLICABLE) AND NOTED ON THE CONSTRUCTION DRAWINGS INFORMATIONAL PAGE: 2020 FLORIDA BUILDING CODE, 2020 FLORIDA FIRE PREVENTION CODE, AND 2020 NATIONAL ELECTRICAL CODE. THE FOLLOWING MINIMUM INFORMATION WILL BE REQUIRED AS APPLICABLE: CONSTRUCTION TYPE, OCCUPANCY CLASSIFICATION, OCCUPANCY LOAD, MEAN ROOF HEIGHT AND PITCH, BUILDING AREA, AREA MODIFICATION, FIRE PROTECTION - SPRINKLED/NON-SPRINKLED, ULTIMATE WIND SPEED - RISK CATEGORY - WIND EXPOSURE, INTERNAL PRESSURE COEFFICIENT, DESIGN LOAD BEARING VALUE OF SOILS. (FOR A COMPLETE LIST OF MINIMUM PLAN REVIEW CRITERIA SEE 107.3.4 FBC.)
4. DESTIN FIRE CONTROL DISTRICT APPROVAL LETTER BASED ON FINAL CONSTRUCTION DOCUMENTS PRIOR TO ISSUANCE OR A PERMIT.

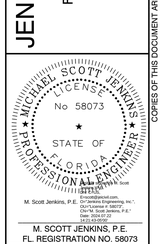
PAVEMENT STRIPING NOTE:

ALL PAVEMENT STRIPING WITHIN PUBLIC RIGHT-OF-WAY SHALL BE THERMOPLASTIC STRIPING IN ACCORDANCE WITH THE MATERIALS, EQUIPMENT, APPLICATIONS, AND APPROVAL/CERTIFICATIONS LISTED IN SECTION 711 OF THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, JULY 2020 OR LATEST AVAILABLE EDITION. ALL STRIPING WITHIN RIGHT-OF-WAY SHALL BE THERMOPLASTIC STRIPING.

N

0 10' 20' 40' 60'
HORIZONTAL SCALE: 1" = 20'

JENKINS ENGINEERING, INC.
73 EGLIN PARKWAY NE, SUITE 203
FORT WALTON BEACH, FLORIDA 32548
PHONE 850.837.2448
FAX 850.837.2450
JEICIVIL.COM



M. SCOTT JENKINS, P.E.
FL. REGISTRATION NO. 58073

REV	DATE	DESCRIPTION	BY
1	11/06/2023	CITY OF DESTIN REVIEW COMMENT	CEJ
2	1/9/2024	CITY OF DESTIN REVIEW COMMENT	MPF
3	5/24/2024	CITY OF DESTIN REVIEW COMMENT	MPF
4	6/11/2024	CITY OF DESTIN REVIEW COMMENT	MPF

MICHAEL RUTLAND, R.A.

TIN ROOF
DESTIN, FLORIDA

SITE PLAN

NOT VALID UNLESS BEARING ENGINEER'S ORIGINAL SIGNATURE

JOB: 23-47
DATE: 10-2023
DESIGNED: MSJ
DRAWN: MPF

BAR IS ONE INCH ON ORIGINAL
0 1"
IF NOT ONE INCH ON THIS SHEET ADJUST SCALES ACCORDINGLY

DRAWING NUMBER
03 OF 09

SHEET NUMBER
C03

COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED & SEALED. THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPY.

File: C:\Users\MSJ\JEI\23-47 Tin Roof - Documents\Drawings\23-47 Design REV1.dwg - Last Saved: 7/18/2024 3:13 PM by MSJ

THIS DRAWING IS THE PROPERTY OF JENKINS ENGINEERING, INC. AND IS NOT TO BE REPRODUCED WITHOUT EXPRESSED WRITTEN CONSENT

SPECIFIC PURPOSE SURVEY

CLAUDE PERRY ENTERPRISES, LLC

GRAPHIC SCALE

0 50 100 200

(IN FEET)

1 inch = 100 ft.



VICINITY MAP

DATE	REVISION	BY

327 County Highway 393 South
Santa Rosa Beach, Florida 32459
Phone: (813) 248-8888

GeoPoint Surveying, Inc.

Licensed Business No.: LB 7768

A PARCEL OF LAND LOCATED IN UNSECTIONALIZED----TOWNSHIP 2 SOUTH,, RANGE 22 WEST OKALOOSA COUNTY,FLORIDA

SCALE: 1"= 100'	DRAWN BY: JAC
REQUESTED BY: LAURA BURROUGH/CLAUDE PERRY	
SHEET 1 OF 9	

PROJECT: 14-194	ORDER: 22-0421
DWG. DATE: 12/9/22	FIELD BOOK(S): 2012/63-65 2008/35-69 AND PRINTS 2374/24-29
FIELD DATE: 3/28/22	
FILE: 14-194SLL-2A_2 (1).dwg	

THE SURVEY SHOWN HEREON, PREPARED IN ACCORDANCE WITH SECTION 472.027 FLORIDA STATUTES AND CHAPTER 5J-17.051 AND 5J-17.052, FLORIDA ADMINISTRATIVE CODE, MINIMUM TECHNICAL STANDARDS, IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

DARYL E.W. BURGIS FLORIDA LICENSED SURVEYOR AND MAPPER #4980
GEOPOINT SURVEYING, INC., L.B. #7768

14-194SLL-2A

C:\Users\robertm\appdata\local\temp\AcPublish_22092\14-194SLL-2A_2 (1).dwg, SHEET 1, RobertM, Feb 27, 2025 - 8:58:18am

SPECIFIC PURPOSE SURVEY

SURVEY REPORT:

1. BEARINGS SHOWN HEREON ARE REFERENCED TO THE EAST LINE OF LOT 7E, MORENO POINT MILITARY RESERVATION (DEED BOOK 25, PAGE 573), SAID LINE BEING S 09°26'20" W.
2. NO ENVIRONMENTAL JURISDICTION LINES HAVE BEEN DETERMINED BY EMERALD COAST ASSOCIATES, INC.
3. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A CURRENT ABSTRACT OF TITLE OR TITLE INSURANCE POLICY. NO SEARCH OF THE PUBLIC RECORDS WAS PERFORMED BY EMERALD COAST ASSOCIATES INC. NO CERTIFICATION IS GIVEN THAT EASEMENTS, UNDERGROUND ENCROACHMENTS OR OTHER MATTERS OF RECORD DO NOT EXIST.
4. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT SHOWN ON THIS SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.
5. APPARENT USES ARE AS SHOWN.
6. NO STRUCTURAL FOUNDATIONS BELOW THE SURFACE OF THE GROUND WERE LOCATED.
7. GRAPHIC SYMBOLISM OF CORNER MONUMENTATION, UTILITIES, SIGNS, ETCETERA, ARE EXAGGERATED FOR CLARITY AND ARE NOT TO SCALE. THE CENTER POINT OF WHICH IS ACCURATELY PLOTTED TO SCALE AND/OR DIMENSIONED THERETO.
8. NO UNDERGROUND UTILITIES OR UTILITY LINES WERE LOCATED.
9. ELEVATIONS SHOWN HEREON ARE BASED ON NAVD88 (NORTH AMERICAN VERTICAL DATUM OF 1988.
10. THERE IS NO EXISTING SHORELINE VEGETATION.
11. STATE PLANE COORDINATES SHOWN HERE ON BASED ON FLORIDA NORTH LAMBERT ZONE (#0903) 1983/90 ADJUSTMENT AND SCALED FROM GOOGLE EARTH.
12. THIS IS A FIELD SURVEY.
13. THIS SURVEY IS CERTIFIED TO THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA.
14. THE MEAN HIGH WATER LINE REPORTED AND EMPLOYED HEREIN WAS OBTAINED FROM THE FDEP LABINS WEBSITE, APPROVAL FORM DATED AUGUST 19, 2014.

LEGEND:

O.R. = OFFICIAL RECORDS
T.B.M. = TEMPORARY BENCH MARK
# = NUMBER
L.B. = LICENSED BUSINESS
L.S. = LICENSED SURVEYOR
F.F.E. = FINISHED FLOOR ELEVATION
± = MORE OR LESS
(F) = FIELD MEASUREMENT
(D) = DESCRIPTION DATA
P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT
R/W = RIGHT OF WAY
F.E.M.A. = FEDERAL EMERGENCY MANAGEMENT AGENCY
NAVD88 = NORTH AMERICAN VERTICAL DATUM

(16) = NUMBERED BOAT SLIP
= DISTANCE NOT TO SCALE
= SET NAIL AND DISK L.B. #3724
= FOUND 1/2 IRON ROD
= FOUND NAIL AND DISK L.B. #3724
= FOUND 4" BY 4" CONCRETE MONUMENT L.B. #3724

DATE	REVISION	BY

327 County Highway 393 South
Santa Rosa Beach, Florida 32459
Phone: (813) 248-8888
GeoPoint Surveying, Inc.
Licensed Business No.: LB 7768

SCALE: 1"= 1"	FILE: 14-194SLL-2A_2 (1).dwg
DRAWN BY: JAC	FIELD DATE: 3/28/22
DWG. DATE: 12/9/22	FIELD BOOK(S): 2012/63-65, 2008/35-69 AND PRINTS, 2374/24-29
PROJECT: 14-194	
ORDER: 22-0421	

SEE SHEET 1 OF 9 FOR CERTIFICATION;
SHEET 2 FOR NOTES AND LEGEND;
SHEET 3 FOR DESCRIPTION;
SHEETS 5 THROUGH 9 FOR DETAILS.

REQUESTED BY: CLAUDE PERRY

GEOPOINT SURVEYING, INC., L.B. #7768

14-194SLL-2A

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SPECIFIC PURPOSE SURVEY

DESCRIPTION: (LEASE AREA)

A PARCEL OF SOVEREIGNLY SUBMERGED LAND IN UNDIVIDED TOWNSHIP 2 SOUTH, RANGE 22 WEST, OKALOOSA COUNTY, FLORIDA, IN EAST PASS LAGOON (DESTIN HARBOR) BEING MORE EXPLICITLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 4"x4" CONCRETE MONUMENT (L.B.#3724) MARKING THE INTERSECTION OF THE WEST LINE OF THE EAST 110 FEET OF LOT 7-E MORENO POINT MILITARY RESERVATION (DEED BOOK 25, PAGE 573), AND THE SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD 30 (U.S. HIGHWAY 98 100' RIGHT OF WAY) THENCE ALONG THE WEST BOUNDARY THEREOF PROCEED SOUTH 09 DEGREES 24 MINUTES 06 SECONDS WEST, A DISTANCE OF 430.70 FEET TO A SET NAIL AND DISK (L.B.#3724); THENCE CONTINUE ON SAID WEST BOUNDARY SOUTH 09 DEGREES 24 MINUTES 06 SECONDS WEST, A DISTANCE OF 53.18 FEET TO THE POINT OF INTERSECTION WITH THE MEAN HIGH WATER LINE AND THE VERTICAL FACE OF A CONCRETE SLAB SEAWALL FOR THE POINT OF BEGINNING; THENCE ON SAID MEAN HIGH WATER LINE (0.77' CONTOUR, NAVD88 DATUM) AND THE VERTICAL FACE OF A CONCRETE SLAB THE FOLLOWING THREE (3) CALLS: (1) SOUTH 78 DEGREES 23 MINUTES 16 SECONDS EAST, A DISTANCE OF 10.89 FEET; (2) THENCE SOUTH 75 DEGREES 29 MINUTES 35 SECONDS EAST, A DISTANCE OF 17.80 FEET; (3) THENCE SOUTH 68 DEGREES 05 MINUTES 13 SECONDS EAST, A DISTANCE OF 22.89 FEET TO THE INTERSECTION WITH A BUTLER ACT PARCEL; THENCE DEPARTING SAID VERTICAL FACE OF SEAWALL AND MEAN HIGH WATER LINE PROCEED ON SAID BUTLER ACT PARCEL THE FOLLOWING EIGHT (8) CALLS: (1) SOUTH 77 DEGREES 02 MINUTES 33 SECONDS EAST, A DISTANCE OF 0.44 FEET; (2) THENCE SOUTH 12 DEGREES 54 MINUTES 47 SECONDS WEST, A DISTANCE OF 50.99 FEET; (3) THENCE SOUTH 77 DEGREES 17 MINUTES 25 SECONDS EAST, A DISTANCE OF 35.67 FEET; (4) THENCE NORTH 81 DEGREES 26 MINUTES 05 SECONDS EAST, A DISTANCE OF 22.22 FEET; (5) THENCE NORTH 12 DEGREES 42 MINUTES 35 SECONDS EAST, A DISTANCE OF 1.95 FEET; (6) THENCE NORTH 56 DEGREES 00 MINUTES 55 SECONDS WEST, A DISTANCE OF 22.22 FEET; (7) THENCE NORTH 77 DEGREES 17 MINUTES 25 SECONDS WEST, A DISTANCE OF 25.34 FEET; (8) THENCE NORTH 13 DEGREES 00 MINUTES 33 SECONDS EAST, A DISTANCE OF 38.26 FEET TO THE INTERSECTION WITH THE AFORESAID MEAN HIGH WATER LINE AND VERTICAL FACE OF SEAWALL; THENCE PROCEED ON SAID MEAN HIGH WATER LINE AND VERTICAL FACE OF SEAWALL THE FOLLOWING FIVE (5) CALLS: (1) THENCE SOUTH 77 DEGREES 26 MINUTES 09 SECONDS EAST, A DISTANCE OF 15.78 FEET; (2) THENCE NORTH 52 DEGREES 47 MINUTES 33 SECONDS EAST, A DISTANCE OF 0.44 FEET; (3) THENCE SOUTH 77 DEGREES 00 MINUTES 47 SECONDS EAST, A DISTANCE OF 16.70 FEET; (4) THENCE SOUTH 74 DEGREES 33 MINUTES 00 SECONDS EAST, A DISTANCE OF 8.75 FEET; (5) THENCE SOUTH 72 DEGREES 31 MINUTES 12 SECONDS EAST, A DISTANCE OF 6.40 FEET TO THE POINT OF INTERSECTION WITH THE EAST LINE OF LOT 7E MORENO POINT MILITARY RESERVATION; THENCE PROCEED ON THE SOUTHERLY EXTENSION OF SAID EAST BOUNDARY AND RIPARIAN RIGHTS LINE SOUTH 09 DEGREES 26 MINUTES 20 SECONDS WEST, A DISTANCE OF 238.62 FEET; THENCE DEPARTING SAID RIPARIAN RIGHTS LINE PROCEED NORTH 80 DEGREES 38 MINUTES 43 SECONDS WEST, A DISTANCE OF 84.30 FEET; THENCE NORTH 09 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 29.33 FEET; THENCE SOUTH 80 DEGREES 08 MINUTES 55 SECONDS EAST, A DISTANCE OF 15.34 FEET; THENCE NORTH 09 DEGREES 51 MINUTES 05 SECONDS EAST, A DISTANCE OF 137.54 FEET; THENCE NORTH 77 DEGREES 12 MINUTES 45 SECONDS WEST, A DISTANCE OF 9.11 FEET; THENCE NORTH 09 DEGREES 24 MINUTES 12 SECONDS EAST, A DISTANCE OF 31.62 FEET; THENCE NORTH 80 DEGREES 35 MINUTES 54 SECONDS WEST, A DISTANCE OF 32.46 FEET TO THE POINT OF INTERSECTION WITH THE SOUTHERLY EXTENSION OF THE AFOREMENTIONED WEST BOUNDARY OF THE EAST 110 FEET OF LOT 7-E MORENO POINT MILITARY RESERVATION, SAID POINT ALSO BEING THE RIPARIAN RIGHTS LINE; THENCE PROCEED ON SAID SOUTHERLY EXTENSION NORTH 09 DEGREES 24 MINUTES 06 SECONDS EAST, A DISTANCE OF 45.45 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED.

SAID PARCEL CONTAINING 0.41 ACRES, [17820.9 SQUARE FEET]

DATE	REVISION	BY

327 County Highway 393 South
Santa Rosa Beach, Florida 32459
Phone: (813) 248-8888

GeoPoint Surveying, Inc.

Licensed Business No.: LB 7768

SCALE: 1"= 1"	FILE: 14-194SLL-2A_2 (1).dwg
DRAWN BY: JAC	FIELD DATE: 3/28/22
DWG. DATE: 12/9/22	FIELD BOOK(S): 2012/63-65, 2008/35-69 AND PRINTS, 2374/24-29
PROJECT: 14-194	
ORDER: 22-0421	

SEE SHEET 1 OF 9 FOR CERTIFICATION;
SHEET 2 FOR NOTES AND LEGEND;
SHEET 3 FOR DESCRIPTION;
SHEETS 5 THROUGH 9 FOR DETAILS.

REQUESTED BY: CLAUDE PERRY

GEOPOINT SURVEYING, INC., L.B. #7768

14-194SLL-2A

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SPECIFIC PURPOSE SURVEY

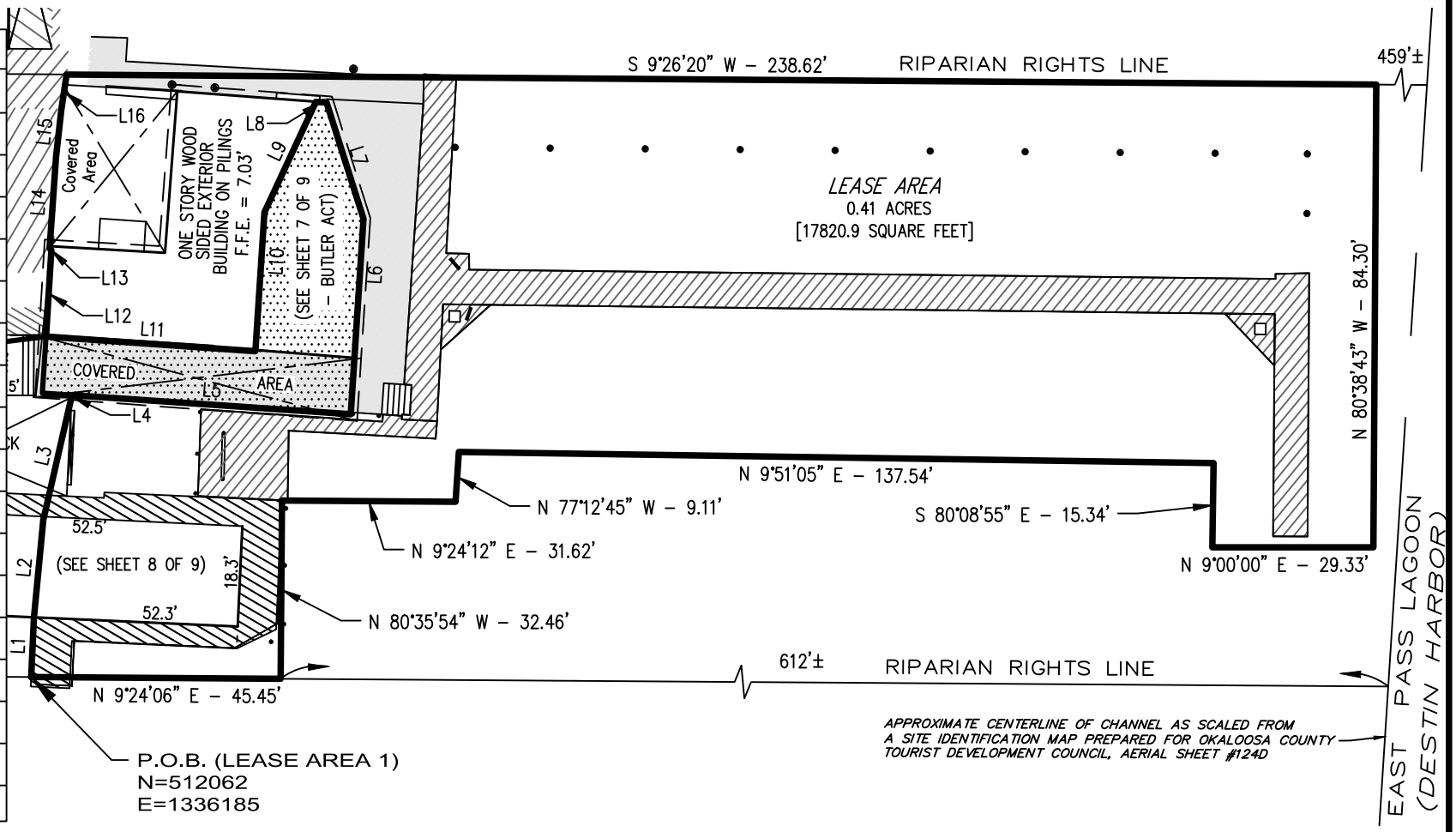
GRAPHIC SCALE

0 15 30 60

(IN FEET)

1 inch = 30 ft.

LINE TABLE		
LINE#	DIRECTION	LENGTH
L1	S 78°23'16" E	10.89'
L2	S 75°29'35" E	17.80'
L3	S 68°05'13" E	22.89'
L4	S 77°02'33" E	0.44'
L5	S 12°54'47" W	50.99'
L6	S 77°17'25" E	35.67'
L7	N 81°26'05" E	22.22'
L8	N 12°42'35" E	1.95'
L9	N 56°00'55" W	22.22'
L10	N 77°17'25" W	25.34'
L11	N 13°00'33" E	38.26'
L12	S 77°26'09" E	15.78'
L13	N 52°47'33" E	0.44'
L14	S 77°00'47" E	16.70'
L15	S 74°33'00" E	8.75'
L16	S 72°31'12" E	6.40'



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Santa Rosa Beach, Florida 32459
Phone: (813) 248-8888

GeoPoint Surveying, Inc.

Licensed Business No.: LB 7768

A PARCEL OF LAND LOCATED IN UNSECTIONALIZED TOWNSHIP 2 SOUTH, RANGE 22 WEST, OKALOOSA COUNTY, FLORIDA.

SCALE: 1"= 30' | DRAWN BY: JAC

REQUESTED BY: CLAUDE PERRY

PROJECT: 14-194 | ORDER: 22-0421

DWG. DATE: 12/9/22

FIELD DATE: 3/28/22

FILE: 14-194SLL-2A_2 (1).dwg

FIELD BOOK(S):
2012/63-65
2008/35-69 AND PRINTS
2374/24-29

SEE SHEET 1 OF 9 FOR CERTIFICATION;
SHEET 2 FOR NOTES AND LEGEND;
SHEET 3 FOR DESCRIPTION;
SHEETS 5 THROUGH 9 FOR DETAILS.

GEOPOINT SURVEYING, INC., L.B. #7768

14-194SLL-2A

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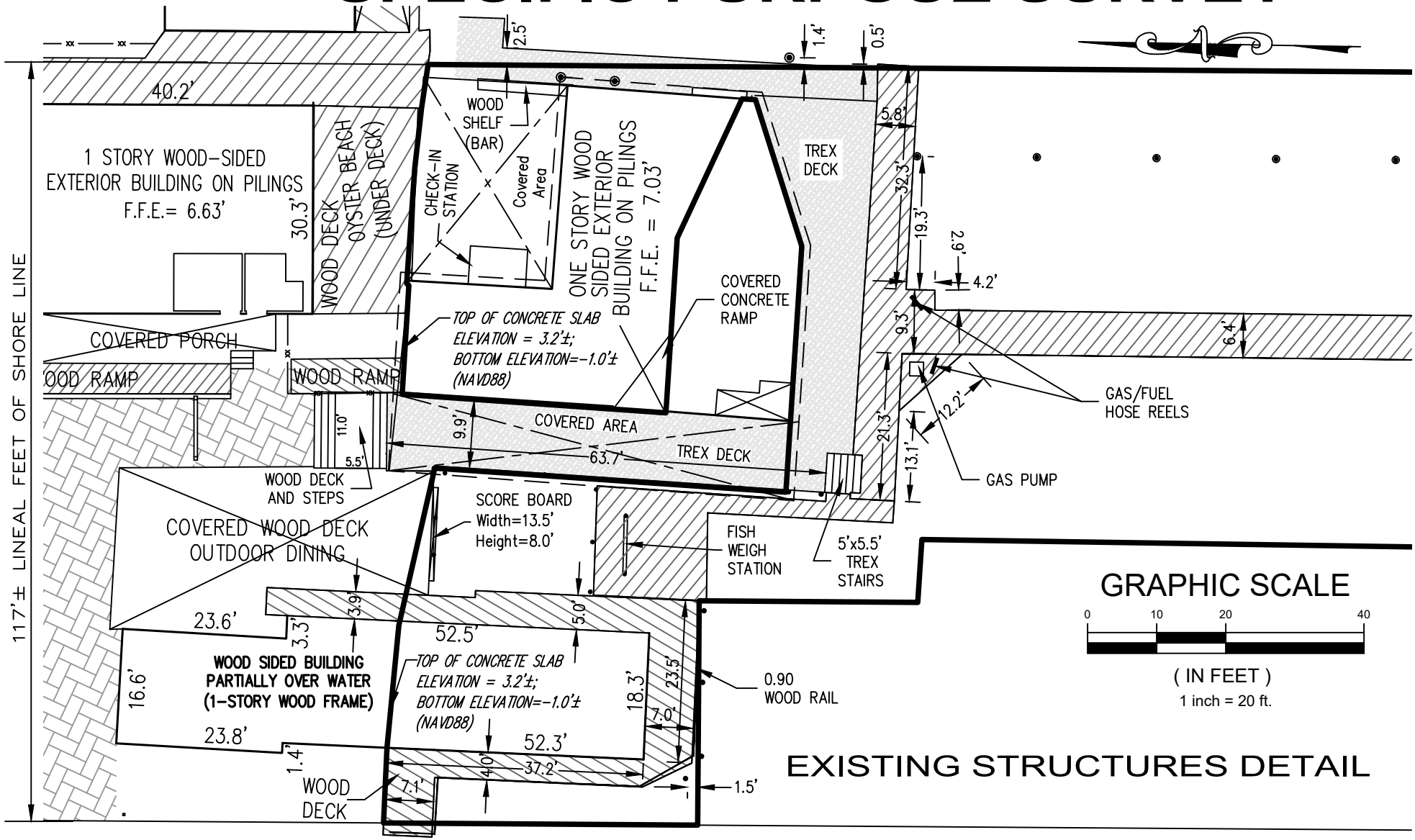
SPECIFIC PURPOSE SURVEY



327 County Highway 393 South
Santa Rosa Beach, Florida 32459
Phone: (813) 248-8888

GeoPoint Surveying, Inc.

Licensed Business No.: LB 7768

A PARCEL OF LAND LOCATED IN UNSECTIONALIZED TOWNSHIP 2 SOUTH, RANGE 22 WEST, OKALOOSA COUNTY, FLORIDA.

SEE SHEET 1 OF 9 FOR CERTIFICATION;
SHEET 2 FOR NOTES AND LEGEND;
SHEET 3 FOR DESCRIPTION;
SHEETS 5 THROUGH 9 FOR DETAILS.

SCALE: 1"= 20'	DRAWN BY: JAC	PROJECT: 14-194
REQUESTED BY: CLAUDE PERRY		DWG. DATE: 12/9/22
SHEET 5 OF 9		FIELD DATE: 3/28/22
		FILE: 14-194SLL-2A_2 (1).dwg
		ORDER: 22-0421
		FIELD BOOK(S): 2012/63-65, 2008/35-69 AND PRINTS, 2374/24-29

GEOPOINT SURVEYING, INC., L.B. #7768

14-194SLL-2A

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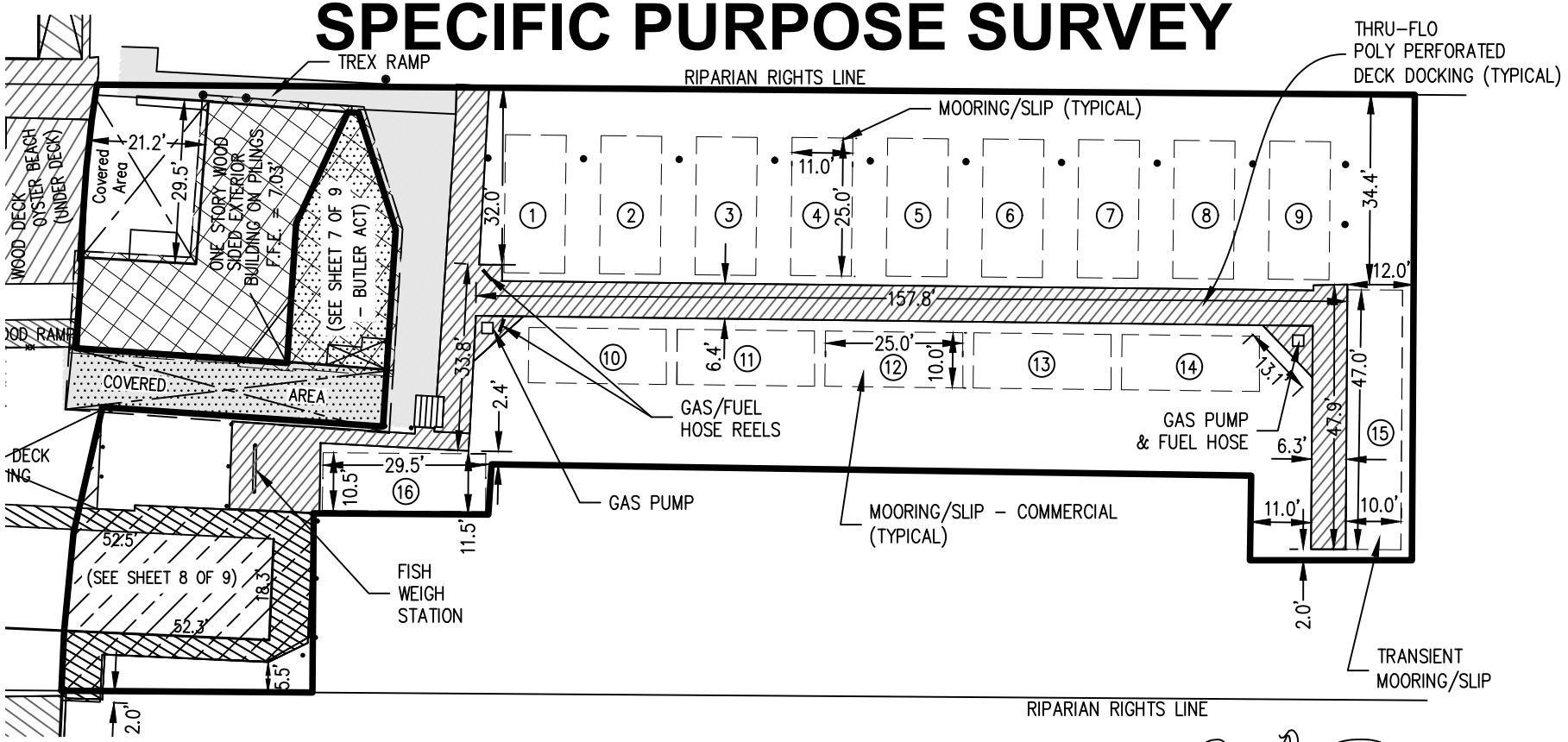
SPECIFIC PURPOSE SURVEY



SLIP SCHEDULE			
SLIP #	SLIP SIZE	USAGE	QUANTITY
1-9	25' X 11'	COMMERCIAL	9
10-14	25' X 10'	FUELING	5
15	47' X 10'	FUELING	1
16	29.5'X10.5'	WATER TAXI	1

BUTLER ACT PARCEL

NON-WATER DEPENDENT BUILDING 1

NON-WATER DEPENDENT BUILDING 2

GRAPHIC SCALE

0 15 30 60

(IN FEET)

1 inch = 30 ft.

STRUCTURES AND PARCELS DETAIL

327 County Highway 393 South
Santa Rosa Beach, Florida 32459
Phone: (813) 248-8888

GeoPoint Surveying, Inc.

Licensed Business No.: LB 7768

A PARCEL OF LAND LOCATED IN UNSECTIONALIZED TOWNSHIP 2 SOUTH, RANGE 22 WEST, OKALOOSA COUNTY, FLORIDA.

SEE SHEET 1 OF 9 FOR CERTIFICATION;
SHEET 2 FOR NOTES AND LEGEND;
SHEET 3 FOR DESCRIPTION;
SHEETS 5 THROUGH 9 FOR DETAILS.

SCALE: 1"= 30'	DRAWN BY: JAC	DWG. DATE: 12/9/22	FIELD BOOK(S): 2012/63-65, 2008/35-69 AND PRINTS, 2374/24-29
REQUESTED BY: CLAUDE PERRY		FIELD DATE: 3/28/22	
SHEET 6 OF 9		FILE: 14-194SLL-2A_2 (1).dwg	

PROJECT: 14-194 | ORDER: 22-0421

GEOPOINT SURVEYING, INC., L.B. #7768

14-194SLL-2A

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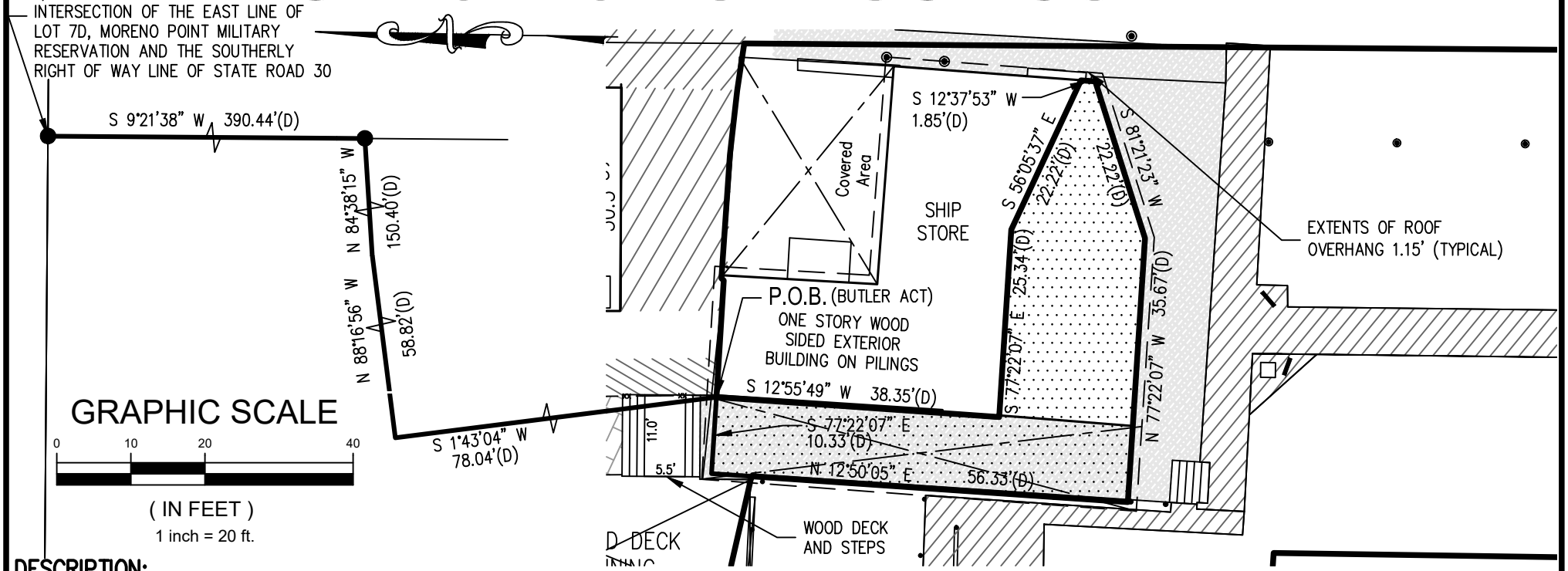
SPECIFIC PURPOSE SURVEY



DESCRIPTION:

(BUTLER ACT) BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA NO. 41426(6163-46)

A PARCEL OF SUBMERGED LAND LYING ADJACENT TO OKALOOSA COUNTY PARCEL NUMBER 00-2S-22-0630-0000-07E2, AS RECORDED IN OFFICIAL RECORDS BOOK 2819, PAGE 111 OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA, LYING IN TOWNSHIP 2 SOUTH, RANGE 22 WEST BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 1/2 INCH IRON ROD MARKING THE INTERSECTION OF THE EAST LINE OF LOT 70, MORENO POINT MILITARY RESERVATION AND THE SOUTHERLY RIGHT-OF-WAY OF STATE ROAD 30 (U.S. 98, 100' RIGHT-OFWAY) THENCE RUN SOUTH 09°21'38" WEST ALONG SAID EAST LINE, A DISTANCE OF 390.44 FEET TO A 1/2 INCH IRON ON SAID EAST LINE; THENCE LEAVING SAID EAST LINE RUN NORTH 84°38'15" WEST, A DISTANCE OF 150.40 FEET TO A 1/2 INCH IRON ROD AND CAP STAMPED "ECA LB 3724" ON THE WEST LINE OF SAID LOT 70; THENCE LEAVING SAID WEST LINE RUN NORTH 88°16'56" WEST, A DISTANCE OF 58.82 FEET; THENCE SOUTH 01 DEGREES 43 MINUTES 04 SECONDS WEST, A DISTANCE OF 78.04 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF THOSE LANDS DESCRIBED IN SAID OFFICIAL RECORDS BOOK 2819, PAGE 111 BEING ON THE NORTHERLY SIDE OF EAST PASS HARBOR (DESTIN HARBOR) AND THE POINT OF BEGINNING; THENCE LEAVING SAID SOUTHERLY BOUNDARY, RUN SOUTH 12 DEGREES 55 MINUTES 49 SECONDS WEST, A DISTANCE OF 38.35 FEET; THENCE SOUTH 77 DEGREES 22 MINUTES 07 SECONDS EAST, A DISTANCE OF 25.34 FEET; THENCE SOUTH 56 DEGREES 05 MINUTES 37 SECONDS EAST, A DISTANCE OF 22.22 FEET; THENCE SOUTH 12 DEGREES 37 MINUTES 53 SECONDS WEST, A DISTANCE OF 1.85 FEET: THENCE SOUTH 91 DEGREES 21 MINUTES 23 SECONDS WEST, A DISTANCE OF 22.22 FEET; THENCE NORTH 77 DEGREES 22 MINUTES 07 SECONDS WEST, A DISTANCE OF 35.67 FEET; THENCE NORTH 12 DEGREES 50 MINUTES 05 SECONDS EAST, A DISTANCE OF 56.33 FEET TO AFORESAID SOUTHERLY BOUNDARY; THENCE RUN SOUTH 77 DEGREES 22 MINUTES 07 SECONDS EAST ALONG SAID SOUTHERLY BOUNDARY, A DISTANCE OF 10.33 FEET TO THE POINT OF BEGINNING. SAID LANDS CONTAINING 1,245 SQUARE FEET, MORE OR LESS.

327 County Highway 393 South
Santa Rosa Beach, Florida 32459
Phone: (813) 248-8888
GeoPoint Surveying, Inc.
Licensed Business No.: LB 7768

A PARCEL OF LAND LOCATED IN UNSECTIONALIZED----TOWNSHIP 2 SOUTH, RANGE 22 WEST, OKALOOSA COUNTY, FLORIDA

PROJECT: 14-194	ORDER: 22-0421
SCALE: 1"= 20' / DRAWN BY: JAC	DWG. DATE: 12/9/22
REQUESTED BY: LAURA BURROUGHCLAUDE PERRY	FIELD DATE: 3/28/22
SHEET 7 OF 9	FILE: 14-194SLL-2A_2 (1).dwg
	FIELD BOOK(S): 2012/63-65, 2008/35-69 AND PRINTS 2374/24-29

SEE SHEET 1 OF 9 FOR CERTIFICATION;
SHEET 2 FOR NOTES AND LEGEND;
SHEET 3 FOR DESCRIPTION;
SHEETS 5 THROUGH 9 FOR DETAILS.

GEOPOINT SURVEYING, INC., L.B. #7768

14-194SLL-2A

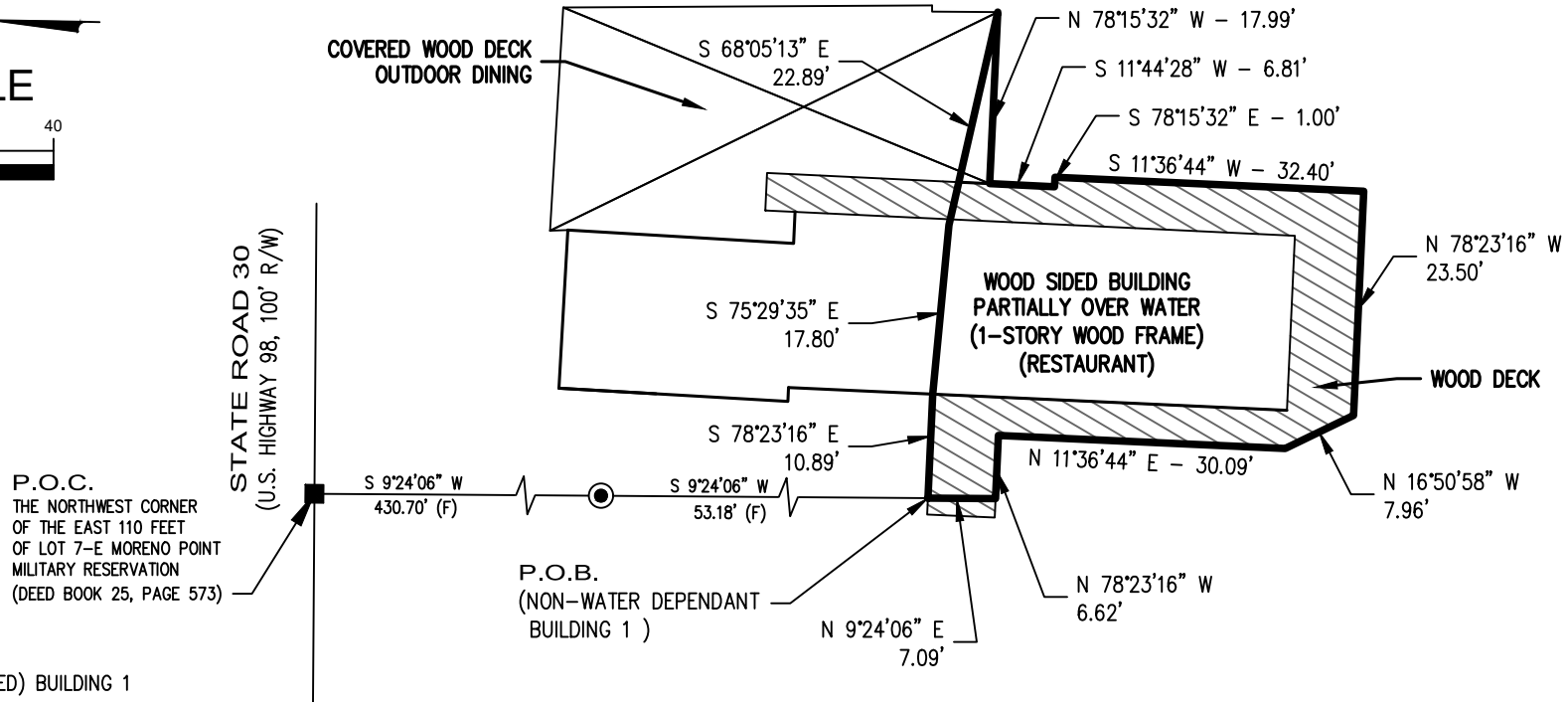
SPECIFIC PURPOSE SURVEY

GRAPHIC SCALE

0 10 20 40

(IN FEET)

1 inch = 20 ft.



DESCRIPTION:

(AS WRITTEN)
NON–WATER DEPENDANT (GRANDFATHERED) BUILDING 1

COMMENCE AT A FOUND 4"x4" CONCRETE MONUMENT (L.B.#3724) MARKING THE NORTHWEST CORNER OF THE EAST 110 FEET OF LOT 7–E MORENO POINT MILITARY RESERVATION (DEED BOOK 25, PAGE 573), THENCE ALONG THE WEST BOUNDARY THEREOF PROCEED SOUTH 09 DEGREES 24 MINUTES 06 SECONDS WEST, A DISTANCE OF 430.70 FEET TO A SET NAIL AND DISK (L.B.#3724); THENCE CONTINUE ON SAID WEST BOUNDARY SOUTH 09 DEGREES 24 MINUTES 06 SECONDS WEST, A DISTANCE OF 53.18 FEET TO THE POINT OF INTERSECTION WITH THE MEAN HIGH WATER LINE AND THE VERTICAL FACE OF A CONCRETE SLAB SEAWALL FOR THE POINT OF BEGINNING; THENCE ON SAID MEAN HIGH WATER LINE (0.77' CONTOUR, NAVD88 DATUM) AND THE VERTICAL FACE OF A CONCRETE SLAB THE FOLLOWING THREE (3) CALLS: (1) PROCEED SOUTH 78 DEGREES 23 MINUTES 16 SECONDS EAST A DISTANCE OF 10.89 FEET; (2) THENCE SOUTH 75 DEGREES 29 MINUTES 35 SECONDS EAST, A DISTANCE OF 17.80 FEET; (3) THENCE SOUTH 68 DEGREES 05 MINUTES 13 SECONDS EAST, A DISTANCE OF 22.89 FEET; THENCE DEPARTING SAID COMMON LINE PROCEED ON THE PERIMETER OF A NON–WATER DEPENDANT BUILDING THE FOLLOWING EIGHT (8) CALLS: (1) NORTH 78 DEGREES 15 MINUTES 32 SECONDS WEST, A DISTANCE OF 17.99 FEET; (2) THENCE PROCEED SOUTH 11 DEGREES 44 MINUTES 28 SECONDS WEST A DISTANCE OF 6.81 FEET; (3) THENCE PROCEED SOUTH 78 DEGREES 15 MINUTES 32 SECONDS EAST A DISTANCE OF 1.00 FEET; (4) THENCE PROCEED SOUTH 11 DEGREES 36 MINUTES 44 SECONDS WEST, A DISTANCE OF 32.40 FEET; (5) THENCE PROCEED NORTH 78 DEGREES 23 MINUTES 16 SECONDS WEST, A DISTANCE OF 23.50 FEET; (6) THENCE PROCEED NORTH 16 DEGREES 50 MINUTES 58 SECONDS WEST, A DISTANCE OF 7.96 FEET; (7) THENCE PROCEED NORTH 11 DEGREES 36 MINUTES 44 SECONDS EAST, A DISTANCE OF 30.09 FEET; (8) THENCE PROCEED NORTH 78 DEGREES 23 MINUTES 16 SECONDS WEST, A DISTANCE OF 6.62' TO THE POINT OF INTERSECTION WITH THE AFOREMENTIONED WEST BOUNDARY OF THE EAST 110 FEET OF LOT 7–E MORENO POINT MILITARY RESERVATION; THENCE ON SAID WEST BOUNDARY PROCEED NORTH 09 DEGREES 24 MINUTES 06 SECONDS EAST, A DISTANCE OF 7.09 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED.

SAID PARCEL CONTAINING 0.03 ACRES,
MORE OR LESS. [1243.52 SQUARE FEET]

SHEET 8 OF 9

DATE	REVISION	BY

327 County Highway 393 South
Santa Rosa Beach, Florida 32459
Phone: (813) 248-8888

GeoPoint Surveying, Inc.

Licensed Business No.: LB 7768

A PARCEL OF LAND LOCATED IN UNSECTIONALIZED–––TOWNSHIP 2 SOUTH, RANGE 22 WEST, OKALOOSA COUNTY, FLORIDA

SCALE: 1"= 20'	DRAWN BY: JAC
REQUESTED BY: LAURA BURROUGHCLAUDE PERRY	
PROJECT: 14–194	ORDER: 22–0421
DWG. DATE: 12/9/22	FIELD BOOK(S): 2012/63–65, 2008/35–69 AND PRINTS 2374/24–29
FIELD DATE: 3/28/22	
FILE: 14–194SLL–2A_2 (1).dwg	

SEE SHEET 1 OF 9 FOR CERTIFICATION;
SHEET 2 FOR NOTES AND LEGEND;
SHEET 3 FOR DESCRIPTION;
SHEETS 5 THROUGH 9 FOR DETAILS.

GEOPOINT SURVEYING, INC., L.B. #7768

14–194SLL–2A

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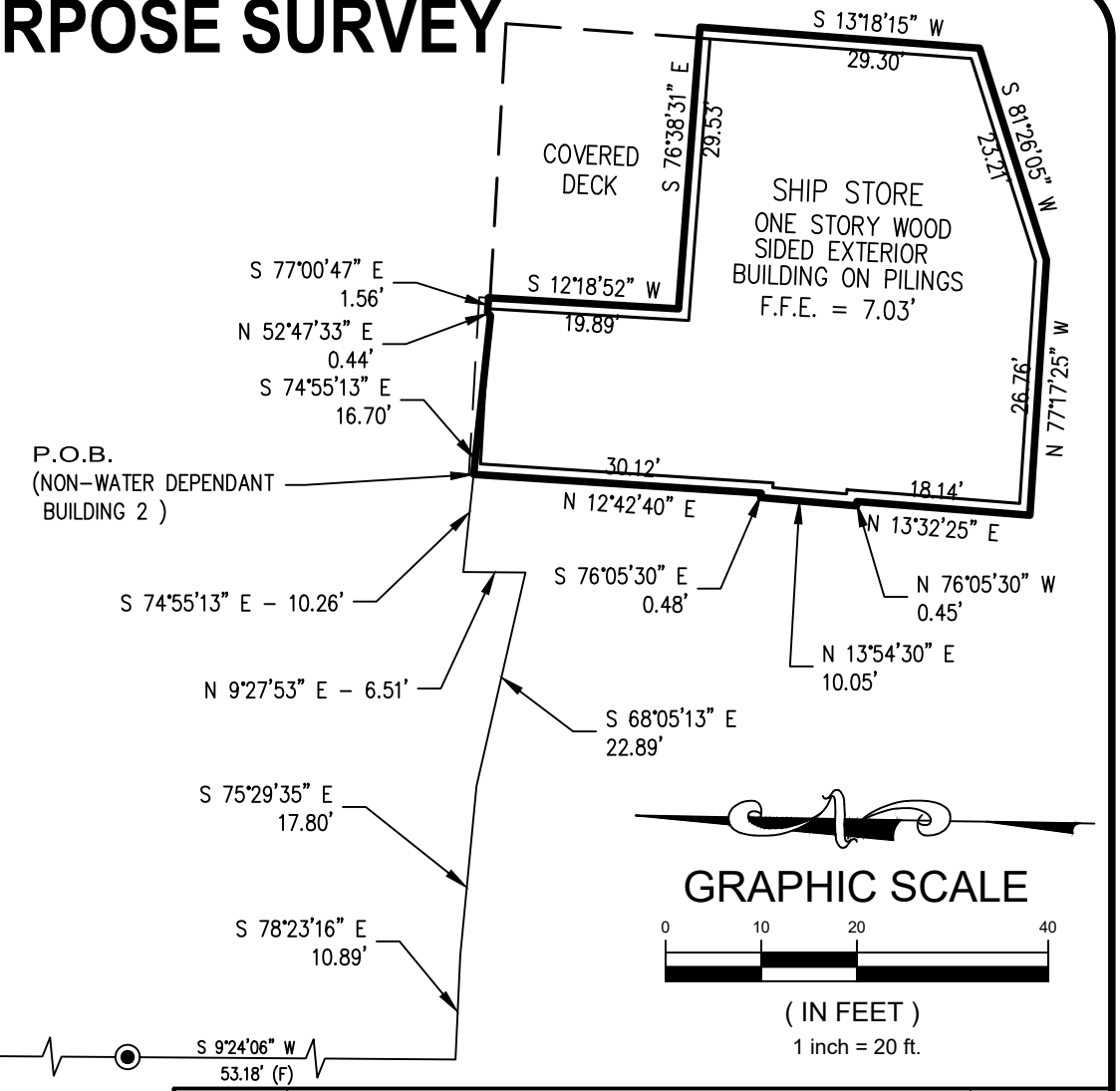
SPECIFIC PURPOSE SURVEY

DESCRIPTION:

(AS WRITTEN)
NON-WATER DEPENDANT BUILDING 2

COMMENCE AT A FOUND 4"x4" CONCRETE MONUMENT (L.B.#3724) MARKING THE NORTHWEST CORNER OF THE EAST 110 FEET OF LOT 7-E MORENO POINT MILITARY RESERVATION (DEED BOOK 25, PAGE 573), THENCE ALONG THE WEST BOUNDARY THEREOF PROCEED SOUTH 09 DEGREES 24 MINUTES 06 SECONDS WEST, A DISTANCE OF 430.70 FEET TO A SET NAIL AND DISK (L.B.#3724); THENCE CONTINUE ON SAID WEST BOUNDARY SOUTH 09 DEGREES 24 MINUTES 06 SECONDS WEST, A DISTANCE OF 53.18 FEET TO THE POINT OF INTERSECTION WITH THE MEAN HIGH WATER LINE AND THE VERTICAL FACE OF A CONCRETE SLAB SEAWALL; THENCE ON SAID MEAN HIGH WATER LINE (0.77' CONTOUR, NAVD88 DATUM) AND THE VERTICAL FACE OF A CONCRETE SLAB THE FOLLOWING SEVEN (7) CALLS: (1) PROCEED SOUTH 78 DEGREES 23 MINUTES 16 SECONDS EAST A DISTANCE OF 10.89 FEET; (2) THENCE SOUTH 75 DEGREES 29 MINUTES 35 SECONDS EAST, A DISTANCE OF 17.80 FEET; (3) THENCE SOUTH 68 DEGREES 05 MINUTES 13 SECONDS EAST, A DISTANCE OF 22.89 FEET; (4) THENCE NORTH 09 DEGREES 27 MINUTES 53 SECONDS EAST, A DISTANCE OF 6.51 FEET; (5) THENCE SOUTH 74 DEGREES 55 MINUTES 13 SECONDS EAST, A DISTANCE OF 10.26 FEET FOR THE POINT OF BEGINNING; (6) THENCE CONTINUE THENCE SOUTH 74 DEGREES 55 MINUTES 13 SECONDS EAST, A DISTANCE OF 16.70 FEET; (7) THENCE PROCEED NORTH 52 DEGREES 47 MINUTES 33 SECONDS EAST, A DISTANCE OF 0.44 FEET TO THE POINT OF INTERSECTION WITH THE VERTICAL FACE OF A 0.2' WIDE WOOD SEAWALL; THENCE CONTINUING ON SAID MEAN HIGH WATER LINE, PROCEED ON SAID VERTICAL FACE OF WOOD SEAWALL SOUTH 77 DEGREES 00 MINUTES 47 SECONDS EAST, A DISTANCE OF 1.56 FEET; THENCE DEPARTING SAID COMMON LINE, PROCEED ON THE PERIMETER OF A NON-WATER DEPENDANT BUILDING THE FOLLOWING TEN (10) CALLS; (1) PROCEED SOUTH 12 DEGREES 18 MINUTES 52 SECONDS WEST, A DISTANCE OF 19.89 FEET; (2) THENCE PROCEED SOUTH 76 DEGREES 38 MINUTES 31 SECONDS EAST, A DISTANCE OF 29.53 FEET; (3) THENCE PROCEED SOUTH 13 DEGREES 18 MINUTES 15 SECONDS WEST, A DISTANCE OF 29.30 FEET; (4) THENCE PROCEED SOUTH 81 DEGREES 26 MINUTES 05 SECONDS WEST, A DISTANCE OF 23.21 FEET; (5) THENCE PROCEED NORTH 77 DEGREES 17 MINUTES 25 SECONDS WEST, A DISTANCE OF 26.76 FEET; (6) THENCE PROCEED NORTH 13 DEGREES 32 MINUTES 25 SECONDS EAST, A DISTANCE OF 18.14 FEET; (7) THENCE PROCEED NORTH 76 DEGREES 05 MINUTES 30 SECONDS WEST, A DISTANCE OF 0.45 FEET; (8) THENCE PROCEED NORTH 13 DEGREES 54 MINUTES 30 SECONDS EAST, A DISTANCE OF 10.05 FEET; (9) THENCE PROCEED SOUTH 76 DEGREES 05 MINUTES 30 SECONDS EAST, A DISTANCE OF 0.48 FEET; (10) THENCE PROCEED NORTH 12 DEGREES 42 MINUTES 40 SECONDS EAST, A DISTANCE OF 30.12 FEET TO THE POINT OF INTERSECTION WITH THE AFOREMENTIONED MEAN HIGH WATER LINE AND THE POINT OF BEGINNING BEGINNING OF THE PARCEL HEREIN DESCRIBED.

SAID PARCEL CONTAINING 0.05 ACRES, MORE OR LESS. [2113.77 SQUARE FEET]



GRAPHIC SCALE

0 10 20 40

(IN FEET)

1 inch = 20 ft.

DATE	REVISION	BY

SHEET 9 OF 9

327 County Highway 393 South
Santa Rosa Beach, Florida 32459
Phone: (813) 248-8888

GeoPoint Surveying, Inc.

Licensed Business No.: LB 7768

A PARCEL OF LAND LOCATED IN UNSECTIONALIZED TOWNSHIP 2 SOUTH, RANGE 22 WEST, OKALOOSA COUNTY, FLORIDA.

PROJECT: 14-194	ORDER: 22-0421
SCALE: 1"= 20' / DRAWN BY: JAC	DWG. DATE: 12/9/22
REQUESTED BY: CLAUDE PERRY	FIELD DATE: 3/28/22
	FILE: 14-194SLL-2A_2 (1).dwg
	FIELD BOOK(S): 2012/63-65, 2008/35-69 AND PRINTS 2374/24-29

SEE SHEET 1 OF 9 FOR CERTIFICATION;
SHEET 2 FOR NOTES AND LEGEND;
SHEET 3 FOR DESCRIPTION;
SHEETS 5 THROUGH 9 FOR DETAILS.

GEOPOINT SURVEYING, INC., L.B. #7768

14-194SLL-2A

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SPECIFIC PURPOSE SURVEY

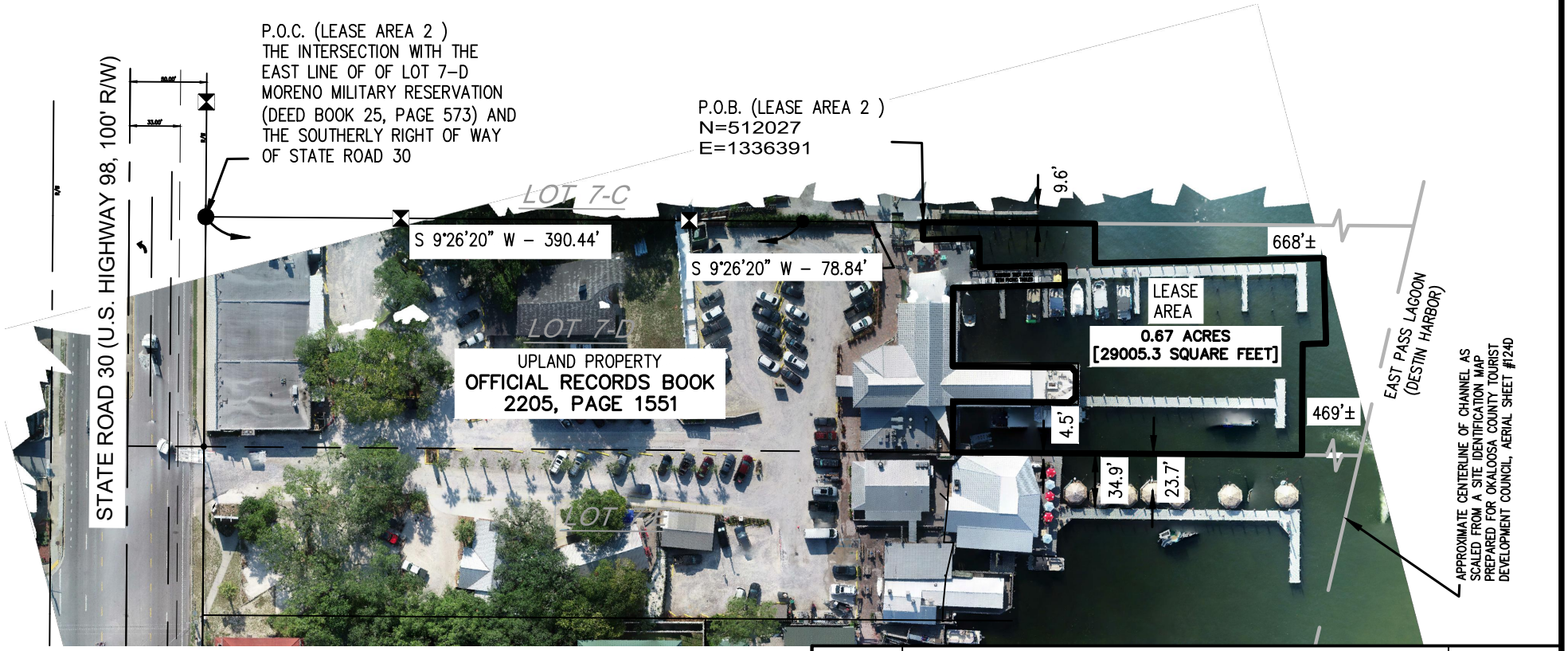
MARLER HARBOR PROPERTY, LLC

GRAPHIC SCALE

0 50 100 200

(IN FEET)

1 inch = 100 ft.



VICINITY MAP

SHEET 1 OF 5

DATE	REVISION	BY

327 County Highway 393 South
Santa Rosa Beach, Florida 32459
Phone: (813) 248-8888

GeoPoint Surveying, Inc.

Licensed Business No.: LB 7768

A PARCEL OF LAND LOCATED IN TOWNSHIP----2 SOUTH, RANGE 22 WEST, OKALOOSA COUNTY, FLORIDA

PROJECT: 14-194	ORDER: 22-0421
SCALE: 1"= 100' / DRAWN BY: JAC/MNH	DWG. DATE: 12/9/22
CLAUDE PERRY	FIELD DATE: 6/9/22
	FILE:14-194SLL-3_2.dwg
	FIELD BOOK(S): 2012/63-65, 2008/35-69 AND PRINTS 2374/24-30

THE SURVEY SHOWN HEREON, PREPARED IN ACCORDANCE WITH SECTION 472.027 FLORIDA STATUTES AND CHAPTER 5J-17.051 AND 5J-17.052, FLORIDA ADMINISTRATIVE CODE, MINIMUM TECHNICAL STANDARDS, IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

DARYL E.W. BURGIS FLORIDA LICENSED SURVEYOR AND MAPPER #4980
GEOPOINT SURVEYING, INC., L.B. #7768

14-194SLL3

C:\Users\robertm\appdata\local\temp\AcPublish_22092\14-194SLL-3_2.dwg, SHEET 1, RobertM, Feb 27, 2025 - 9:04:23am

SPECIFIC PURPOSE SURVEY

SURVEY REPORT:

1. BEARINGS SHOWN HEREON ARE REFERENCED TO THE EAST LINE OF LOT 7D, MORENO POINT MILITARY RESERVATION (DEED BOOK 25, PAGE 573), SAID LINE BEING S 09°26'20" W.
2. NO ENVIRONMENTAL JURISDICTION LINES HAVE BEEN DETERMINED BY EMERALD COAST ASSOCIATES, INC.
3. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A CURRENT ABSTRACT OF TITLE OR TITLE INSURANCE POLICY. NO SEARCH OF THE PUBLIC RECORDS WAS PERFORMED BY EMERALD COAST ASSOCIATES INC. NO CERTIFICATION IS GIVEN THAT EASEMENTS, UNDERGROUND ENCROACHMENTS OR OTHER MATTERS OF RECORD DO NOT EXIST.
4. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT SHOWN ON THIS SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.
5. APPARENT USES ARE AS SHOWN.
6. NO STRUCTURAL FOUNDATIONS BELOW THE SURFACE OF THE GROUND WERE LOCATED.
7. GRAPHIC SYMBOLISM OF CORNER MONUMENTATION, UTILITIES, SIGNS, ETCETERA, ARE EXAGGERATED FOR CLARITY AND ARE NOT TO SCALE. THE CENTER POINT OF WHICH IS ACCURATELY PLOTTED TO SCALE AND/OR DIMENSIONED THERETO.
8. NO UNDERGROUND UTILITIES OR UTILITY LINES WERE LOCATED.
9. ELEVATIONS SHOWN HEREON ARE BASED ON NAVD88 (NORTH AMERICAN VERTICAL DATUM OF 1988.
10. THERE IS NO EXISTING SHORELINE VEGETATION.
11. THIS IS A FIELD SURVEY.
12. THIS SURVEY IS CERTIFIED TO THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA. STATE PLANE COORDINATES SHOWN HERE ON BASED ON FLORIDA NORTH LAMBERT ZONE (#0903) 1983/90 ADJUSTMENT AND SCALED FROM GOOGLE EARTH.
13. CONCRETE PIER AND TIMBER PERIMETER DOCK AUTHORIZED BY FDEP PERMIT NO. 46-0177410-002-ET AND USAGE PERMIT NO. SAJ-2016-01101 (LP-MD2)

LEGEND:

O.R. = OFFICIAL RECORDS
T.B.M. = TEMPORARY BENCH MARK
# = NUMBER
L.B. = LICENSED BUSINESS
L.S. = LICENSED SURVEYOR
F.F.E. = FINISHED FLOOR ELEVATION
± = MORE OR LESS
(F) = FIELD MEASUREMENT
(D) = DESCRIPTION DATA
F.E.M.A. = FEDERAL EMERGENCY MANAGEMENT AGENCY
NAVD88 = NORTH AMERICAN VERTICAL DATUM
ID. = SURVEYOR'S IDENTIFICATION
P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT
R/W = RIGHT OF WAY

⑯ = NUMBERED BOAT SLIP (SEE SHEET 5)
= DISTANCE NOT TO SCALE
◎ = SET NAIL AND DISK L.B. #3724
● = FOUND 1/2 IRON ROD
◉ = FOUND NAIL AND DISK L.B. #3724
■ = FOUND 4" BY 4" CONCRETE MONUMENT L.B. #3724

= EXISTING DOCK

DATE	REVISION	BY

327 County Highway 393 South
Santa Rosa Beach, Florida 32459
Phone: (813) 248-8888
GeoPoint Surveying, Inc.
Licensed Business No.: LB 7768

SHEET 2 OF 5

SCALE: N/A	FILE: 14-194SLL-3_2.dwg
DRAWN BY: JAC/MNH	FIELD DATE: 6/9/22
DWG. DATE: 12/9/22	FIELD BOOK(S): 2012/63-65, 2008/35-69 AND PRINTS, 2374/24-30
PROJECT: 14-194	
ORDER: 22-0421	

SEE SHEET 1 OF 5 FOR CERTIFICATION;
SHEET 2 FOR NOTES AND LEGEND;
SHEET 3 AND 4 FOR DESCRIPTIONS;
SHEETS 5 FOR DETAILS.

REQUESTED BY: CLAUDE PERRY

GEOPOINT SURVEYING, INC., L.B. #7768

14-194SLL3

SPECIFIC PURPOSE SURVEY

DESCRIPTION: (LEASE AREA)

A PARCEL OF SOVEREIGNLY SUBMERGED LAND IN UNDIVIDED TOWNSHIP 2 SOUTH, RANGE 22 WEST, OKALOOSA COUNTY, FLORIDA, IN EAST PASS LAGOON (DESTIN HARBOR) BEING MORE EXPLICITLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 1/2 INCH IRON ROD NO I.D. MARKING THE INTERSECTION OF THE EAST LINE OF LOT 7D, MORENO POINT MILITARY RESERVATION AND THE SOUTHERLY RIGHT-OF-WAY OF STATE ROAD 30 (U.S. 98, 100' RIGHT-OF-WAY) THENCE RUN SOUTH 09°26'20" WEST ALONG SAID EAST LINE, A DISTANCE OF 390.44 FEET TO A 1/2 INCH IRON ROD NO I.D. ON SAID EAST LINE; THENCE CONTINUE SOUTH 09°26'20" WEST ALONG SAID EAST LINE, A DISTANCE OF 78.84 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2205, PAGE 1551, BEING ON THE NORTHERLY SIDE OF EAST PASS HARBOR (DESTIN HARBOR) AND THE POINT OF BEGINNING; THENCE DEPARTING SAID EAST BOUNDARY, PROCEED ON THE SOUTHERLY EXTENSION THEREOF BEING THE RIPARIAN RIGHTS LINE SOUTH 09 DEGREES 26 MINUTES 20 SECONDS WEST, A DISTANCE OF 112.31 FEET; THENCE DEPARTING SAID RIPARIAN RIGHTS LINE PROCEED NORTH 81 DEGREES 03 MINUTES 54 SECONDS WEST, A DISTANCE OF 25.80 FEET; THENCE SOUTH 07 DEGREES 47 MINUTES 24 SECONDS WEST, A DISTANCE OF 149.49 FEET; THENCE NORTH 82 DEGREES 42 MINUTES 26 SECONDS WEST, A DISTANCE OF 55.64 FEET; THENCE NORTH 07 DEGREES 17 MINUTES 51 SECONDS EAST, A DISTANCE OF 15.33 FEET; THENCE NORTH 80 DEGREES 37 MINUTES 07 SECONDS WEST, A DISTANCE OF 72.53 FEET TO THE INTERSECTION WITH THE SOUTHERLY EXTENSION OF THE WEST LINE OF SAID LOT 7D, SAID LINE ALSO BEING THE RIPARIAN RIGHTS LINE BETWEEN PARCELS; THENCE PROCEED ON SAID SOUTHERLY EXTENSION AND RIPARIAN RIGHTS LINE, THENCE NORTH 09 DEGREES 26 MINUTES 20 SECONDS EAST, A DISTANCE OF 135.16 FEET TO THE AFORESAID SOUTHERLY BOUNDARY; THENCE DEPARTING SAID SOUTHERLY EXTENSION AND RIPARIAN RIGHTS LINE PROCEED ON SAID SOUTHERLY BOUNDARY THE FOLLOWING FOURTEEN (14) CALLS: (1) THENCE SOUTH 70 DEGREES 33 MINUTES 18 SECONDS EAST, A DISTANCE OF 1.17 FEET; (2) THENCE SOUTH 80 DEGREES 36 MINUTES 48 SECONDS EAST, A DISTANCE OF 32.04 FEET; (3) THENCE SOUTH 09 DEGREES 31 MINUTES 53 SECONDS WEST, A DISTANCE OF 76.11 FEET; (4) THENCE SOUTH 29 DEGREES 33 MINUTES 42 SECONDS EAST, A DISTANCE OF 5.57 FEET; (5) THENCE SOUTH 81 DEGREES 32 MINUTES 28 SECONDS EAST, A DISTANCE OF 16.23 FEET; (6) THENCE NORTH 58 DEGREES 47 MINUTES 56 SECONDS EAST, A DISTANCE OF 4.45 FEET;(7) THENCE NORTH 09 DEGREES 32 MINUTES 15 SECONDS EAST, A DISTANCE OF 77.63 FEET; (8) THENCE SOUTH 80 DEGREES 48 MINUTES 52 SECONDS EAST, A DISTANCE OF 51.17 FEET; (9) THENCE SOUTH 07 DEGREES 33 MINUTES 56 SECONDS WEST, A DISTANCE OF 73.14 FEET; (10) THENCE SOUTH 82 DEGREES 26 MINUTES 04 SECONDS EAST, A DISTANCE OF 12.90 FEET; (11) THENCE NORTH 07 DEGREES 33 MINUTES 56 SECONDS EAST, A DISTANCE OF 55.22 FEET; (12) THENCE SOUTH 82 DEGREES 26 MINUTES 06 SECONDS EAST, A DISTANCE OF 19.10 FEET; (13) THENCE NORTH 07 DEGREES 33 MINUTES 56 SECONDS EAST, A DISTANCE OF 36.77 FEET; (14) THENCE SOUTH 80 DEGREES 00 MINUTES 51 SECONDS EAST, A DISTANCE OF 11.36 FEET; TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED.

SAID PARCEL CONTAINING 0.67 ACRES. [29005.3 SQUARE FEET]

DATE	REVISION	BY

327 County Highway 393 South
Santa Rosa Beach, Florida 32459
Phone: (813) 248-8888

GeoPoint Surveying, Inc.

Licensed Business No.: LB 7768

SHEET 3 OF 5

SCALE: N/A	FILE: 14-194SLL-3_2.dwg
DRAWN BY: JAC/MNH	FIELD DATE: 6/9/22
DWG. DATE: 12/9/22	FIELD BOOK(S): 2012/63-65, 2008/35-69 AND PRINTS, 2374/24-30
PROJECT: 14-194	
ORDER: 22-0421	

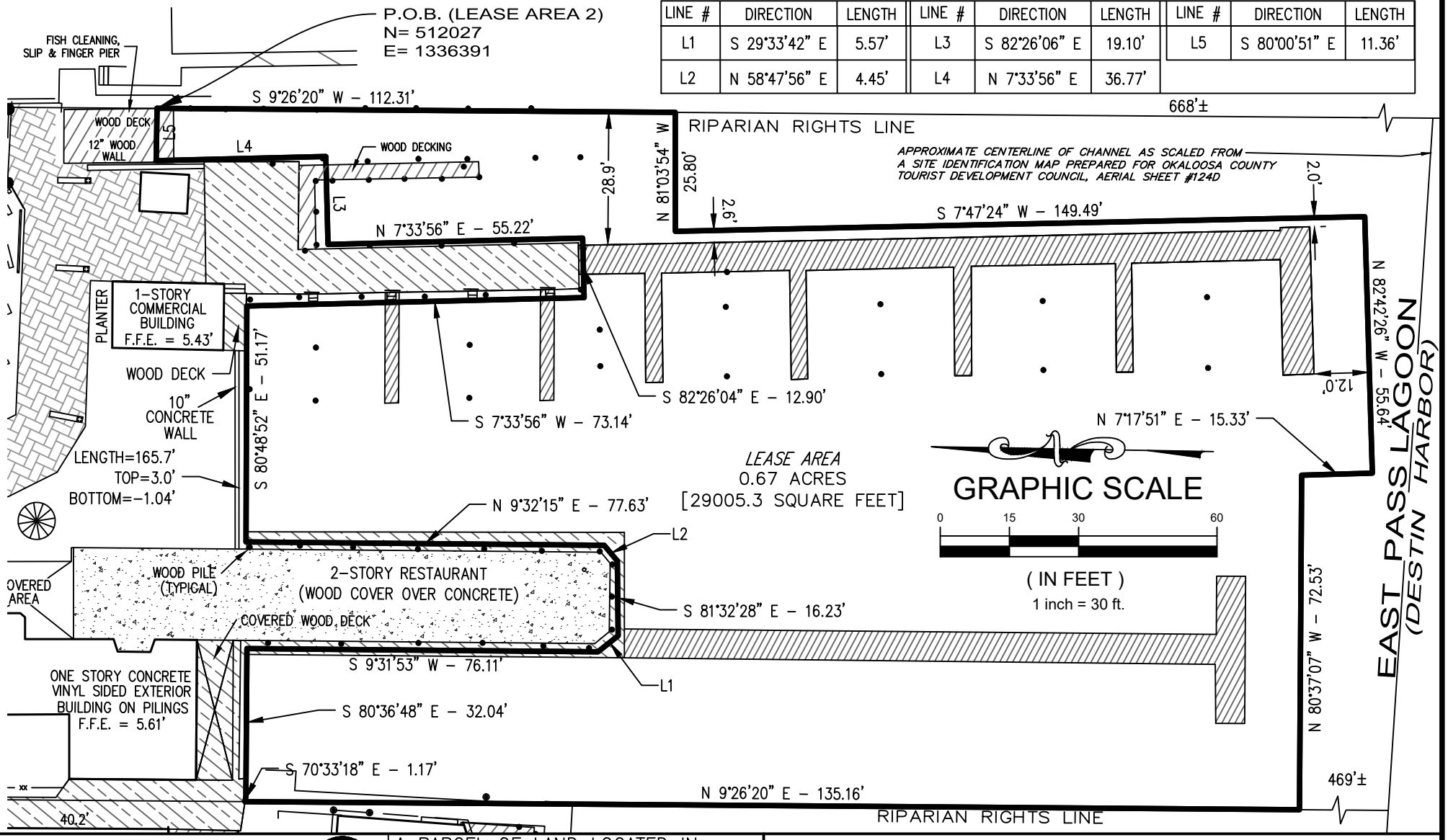
SEE SHEET 1 OF 5 FOR CERTIFICATION;
SHEET 2 FOR NOTES AND LEGEND;
SHEET 3 AND 4 FOR DESCRIPTIONS;
SHEETS 5 FOR DETAILS.

REQUESTED BY: CLAUDE PERRY

GEOPOINT SURVEYING, INC., L.B. #7768

14-194SLL3

SPECIFIC PURPOSE SURVEY



LINE #	DIRECTION	LENGTH	LINE #	DIRECTION	LENGTH	LINE #	DIRECTION	LENGTH
L1	S 29°33'42" E	5.57'	L3	S 82°26'06" E	19.10'	L5	S 80°00'51" E	11.36'
L2	N 58°47'56" E	4.45'	L4	N 7°33'56" E	36.77'			

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A PARCEL OF LAND LOCATED IN TOWNSHIP 2 SOUTH, RANGE 22 WEST, OKALOOSA COUNTY, FLORIDA

SEE SHEET 1 OF 5 FOR CERTIFICATION;
SHEET 2 FOR NOTES AND LEGEND;
SHEET 3 AND 4 FOR DESCRIPTIONS;
SHEET 5 FOR DETAILS.

SCALE: 1"= 30'	DRAWN BY: JAC/MNH	PROJECT: 14–194	ORDER: 22–0421
CLAUDE PERRY		DWG. DATE: 12/9/22	FIELD BOOK(S): 2012/63–65, 2008/35–69 AND PRINTS 2374/24–30
SHEET 4 OF 5		FIELD DATE: 6/9/22	
		FILE:14–194SLL–3_2.dwg	

GEOPOINT SURVEYING, INC., L.B. #7768

14–194SLL3

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SPECIFIC PURPOSE SURVEY

GRAPHIC SCALE

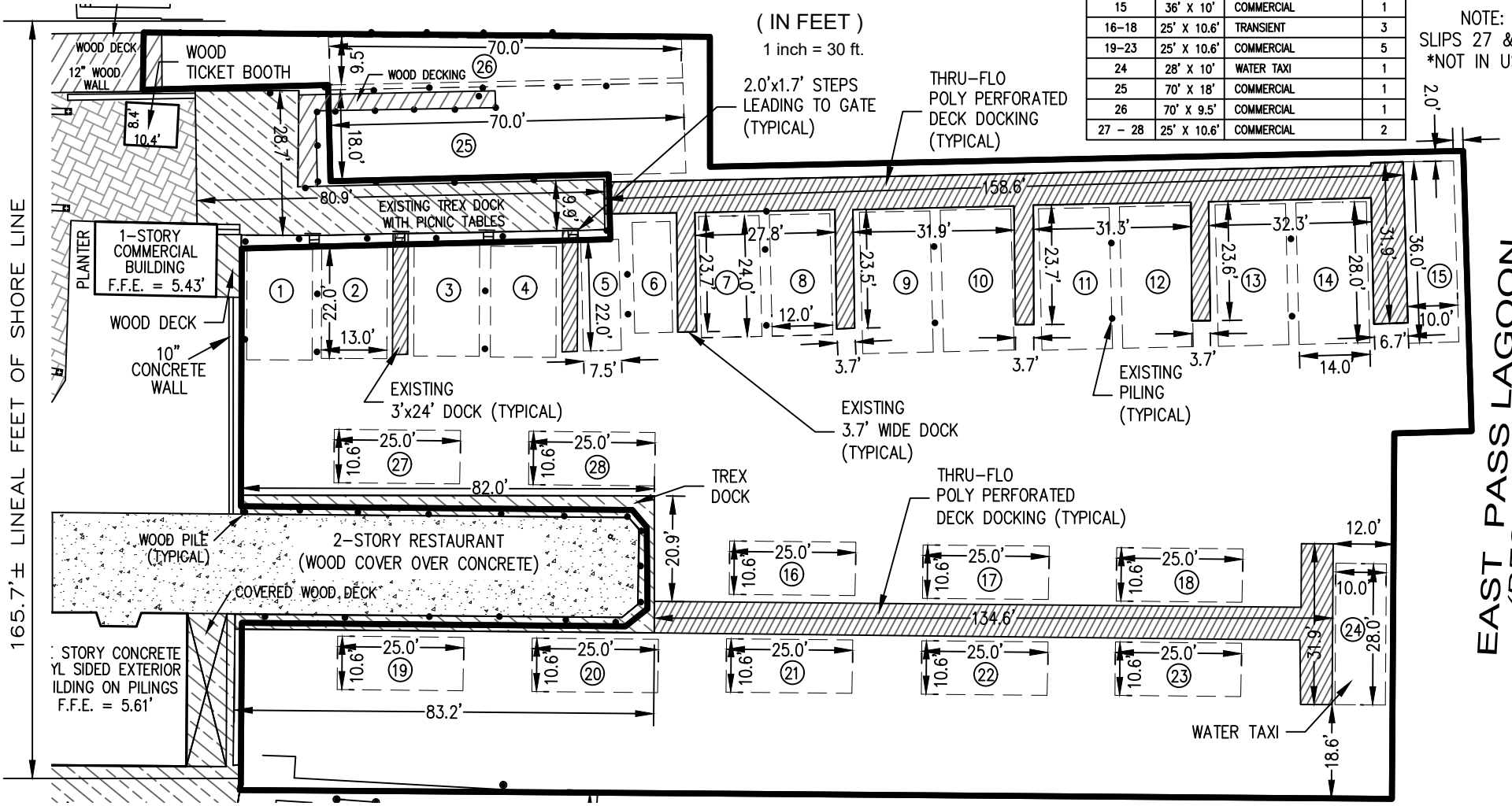
0 15 30 60

(IN FEET)

1 inch = 30 ft.

SLIP SCHEDULE			
SLIP #	SLIP SIZE	USAGE	QTY.
1–4	22' X 13'	COMMERCIAL	4
5–6	22' X 7.5'	COMMERCIAL	2
7–8	24' x 12'	COMMERCIAL	2
9–10	28' X 14'	COMMERCIAL	2
11–14	28' X 14'	COMMERCIAL	4
15	36' X 10'	COMMERCIAL	1
16–18	25' X 10.6'	TRANSIENT	3
19–23	25' X 10.6'	COMMERCIAL	5
24	28' X 10'	WATER TAXI	1
25	70' X 18'	COMMERCIAL	1
26	70' X 9.5'	COMMERCIAL	1
27 – 28	25' X 10.6'	COMMERCIAL	2

NOTE:
SLIPS 27 & 28
NOT IN USE



327 County Highway 393 South
Santa Rosa Beach, Florida 32459
Phone: (813) 248-8888

GeoPoint Surveying, Inc.

Licensed Business No.: LB 7768

A PARCEL OF LAND LOCATED IN TOWNSHIP 2 SOUTH, RANGE 22 WEST, OKALOOSA COUNTY, FLORIDA

SEE SHEET 1 OF 5 FOR CERTIFICATION;
SHEET 2 FOR NOTES AND LEGEND;
SHEET 3 AND 4 FOR DESCRIPTIONS;
SHEET 5 FOR DETAILS.

SCALE: 1"= 30'	DRAWN BY: JAC/MNH	PROJECT: 14–194	ORDER: 22–0421
CLAUDE PERRY		DWG. DATE: 12/9/22	FIELD BOOK(S): 2012/63–65 2008/35–69 AND PRINTS 2374/24–30
SHEET 5 OF 5		FIELD DATE: 6/9/22	
		FILE:14–194SLL–3_2.dwg	

GEOPOINT SURVEYING, INC., L.B. #7768

14–194SLL3

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First American Title Insurance Company

PO Box 776123

Chicago, Illinois 60677-6123

Phone: (727)549-3200 FAX: (866)265-4386

TITLE SEARCH REPORT

Prepared for: Matthews & Matthews, LLP
4475 Legendary Drive
Destin, FL 32541

Customer File Number: 302 Harbor Blvd

FATIC File Number: 110695712

Searched from: November 22, 1963 **Through:** April 12, 2025 at 8:00 a.m.

Last Grantee of Record for Period Searched:

MARLER HARBOR PROPERTY, LLC, a Florida limited liability company

Legal Description:

PARCEL 1:

A PORTION OF LOT 7-D:

COMMENCE AT THE INTERSECTION OF THE WEST LINE OF LOT 7-D, MORENO POINT MILITARY RESERVATION, OKALOOSA COUNTY, FLORIDA AND THE SOUTH RIGHT-OF-WAY LINE OF HIGHWAY U.S. 98 (100' R/W); THENCE PROCEED SOUTH 09° 26' 20" WEST ALONG SAID WEST LINE, A DISTANCE OF 103.37 FEET TO THE POINT OF BEGINNING; THENCE PROCEED SOUTH 80° 08' 31" EAST ALONG THE NORTH FACE OF A BLOCK WALL, A DISTANCE OF 150.20 FEET TO THE EAST LINE OF THE AFORESAID LOT 7-D; THENCE PROCEED SOUTH 09° 26' 20" WEST ALONG SAID EAST LINE, A DISTANCE OF 365 FEET, MORE OR LESS, TO THE MEAN HIGH WATER LINE OF DESTIN HARBOR; THENCE MEANDER WESTERLY ALONG SAID MEAN HIGH WATER LINE, A DISTANCE OF 150 FEET, MORE OR LESS, TO A POINT WHICH LIES SOUTH 09° 26' 20" WEST FROM THE POINT OF BEGINNING; THENCE PROCEED NORTH 09° 26'70" EAST, ALONG THE AFORESAID WEST LINE A DISTANCE OF 380 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

TOGETHER WITH A NONEXCLUSIVE, PERPETUAL TWELVE FOOT EASEMENT FOR INGRESS, EGRESS AND UTILITIES DESCRIBED AS FOLLOWS: BEGIN AT THE INTERSECTION OF THE WEST LINE OF LOT 7-D, MORENO POINT MILITARY RESERVATION, OKALOOSA COUNTY, FLORIDA AND THE SOUTH RIGHT-OF-WAY LINE OF U.S. HIGHWAY 98 (100' R/W); THENCE PROCEED SOUTH 80° 33' 40" EAST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 12.00 FEET; THENCE PROCEED SOUTH 09° 26' 20" WEST PARALLEL TO THE AFORESAID WEST LINE, A DISTANCE OF 103.46 FEET; THENCE PROCEED NORTH 80° 08' 31" WEST, A DISTANCE OF 12.00 FEET TO THE AFORESAID WEST LINE; THENCE PROCEED NORTH 09° 26' 20" EAST ALONG THE AFORESAID WEST LINE, A DISTANCE OF 103.37 FEET TO THE AFORESAID SOUTH RIGHT-OF-WAY LINE AND THE POINT OF BEGINNING.

PARCEL 2:

DISCLAIMED AREA - OLD BEN MARLER PIER

A PARCEL OF SUBMERGED LAND LYING ADJACENT TO OKALOOSA COUNTY PARCEL NUMBER 00-2S-22-0630-0000-07 DL, AS RECORDED IN OFFICIAL RECORDS BOOK 2205, PAGE 1551 OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA, LYING IN TOWNSHIP 2 SOUTH, RANGE 22 WEST BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 1/2 INCH IRON ROD MARKING THE INTERSECTION OF THE EAST LINE OF LOT 7D, MORENO POINT MILITARY RESERVATION AND THE SOUTHERN RIGHT-OF-WAY OF STATE ROAD 30 (U.S. 98, 100' RIGHT-OF-WAY); THENCE RUN SOUTH 09° 21 MINUTES 38 SECONDS WEST, ALONG SAID EAST LINE, A DISTANCE OF 390.44 FEET TO A 1/2 INCH IRON ON SAID EAST LINE; THENCE LEAVING SAID EAST LINE RUN NORTH 84° 38 MINUTES 18 SECONDS WEST, A DISTANCE OF 109.88 FEET; THENCE RUN SOUTH 05° 21 MINUTES 42 SECONDS WEST, A DISTANCE OF 91.63 FEET TO A POINT ON THE SOUTHERN BOUNDARY OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2205, PAGE 1551, BEING ON THE NORTHERLY SIDE OF EAST PASS HARBOR (DESTIN HARBOR) AND THE POINT OF BEGINNING; THENCE LEAVING SAID SOUTHERLY BOUNDARY, RUN SOUTH 09° 27 MINUTES 33 SECONDS WEST, A DISTANCE OF 56.00 FEET; THENCE SOUTH 58° 44 MINUTES 49 SECONDS EAST, A DISTANCE OF 71.89 FEET; THENCE SOUTH 31° 19 MINUTES 57 SECONDS WEST, A DISTANCE OF 12 FEET; THENCE NORTH 58° 44 MINUTES 49 SECONDS WEST, A DISTANCE OF 80.00; THENCE NORTH 09° 27 MINUTES 33 SECONDS EAST, A DISTANCE OF 63.92 FEET TO AFORESAID SOUTHERLY BOUNDARY; THENCE RUN SOUTH 81° 32 MINUTES 32 SECONDS EAST, ALONG SAID SOUTHERLY BOUNDARY, A DISTANCE OF 12.00 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT (ELBOW EXTENSION)

A PARCEL OF SUBMERGED LAND LYING ADJACENT TO OKALOOSA COUNTY PARCEL NUMBER 00-2S-22-0630-0000-07D1, AS RECORDED IN OFFICIAL RECORDS BOOK 2205, PAGE 1551 OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA, LYING IN TOWNSHIP 2 SOUTH, RANGE 22 WEST BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 1/2 INCH IRON ROD MARKING THE INTERSECTION OF THE EAST LINE OF LOT 7D, MORENO POINT MILITARY RESERVATION AND THE SOUTHERLY RIGHT-OF-WAY OF STATE ROAD 30 (U.S. 98, 100' RIGHT-OF-WAY); THENCE RUN SOUTH 09°21'38" WEST ALONG SAID EAST LINE, A DISTANCE OF 390.44 FEET TO A 1/2 INCH IRON ON SAID EAST LINE; THENCE LEAVING SAID EAST LINE RUN NORTH 84°38'18" WEST, A DISTANCE OF 109.88 FEET; THENCE RUN SOUTH 05°21'42" WEST, A DISTANCE OF 91.63 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2205, PAGE 1551, BEING ON THE NORTHERLY SIDE OF EAST PASS HARBOR (DESTIN HARBOR); THENCE LEAVING SAID SOUTHERLY BOUNDARY, RUN SOUTH 09 DEGREES 27 MINUTES 33 SECONDS WEST, A DISTANCE OF 56.00 FEET; THENCE SOUTH 58 DEGREES 44 MINUTES 49 SECONDS EAST, A DISTANCE OF 10.05 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 58 DEGREES 44 MINUTES 49 SECONDS EAST, A DISTANCE OF 61.84 FEET; THENCE SOUTH 31 DEGREES 19 MINUTES 57 SECONDS WEST, A DISTANCE OF 12.00 FEET; THENCE NORTH 58 DEGREES 44 MINUTES 49 SECONDS WEST, A DISTANCE OF 57.03 FEET; THENCE NORTH 09 DEGREES 27 MINUTES 33 SECONDS EAST, A DISTANCE OF 12.92 FEET TO THE POINT OF BEGINNING.

PARCEL 3: WEST SIDE OF THE MARLER CONCRETE PIER-PARCEL A

A PARCEL OF SUBMERGED LAND LYING ADJACENT TO OKALOOSA COUNTY PARCEL NUMBER 00-2S-22-0630-0000-07D1, AS RECORDED IN OFFICIAL RECORDS BOOK 2205, PAGE 1551 OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA, LYING IN TOWNSHIP 2 SOUTH, RANGE 22 WEST BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 1/2 INCH IRON ROD MARKING THE INTERSECTION OF THE EAST LINE OF LOT 7D,

MORENO POINT MILITARY RESERVATION AND THE SOUTHERLY RIGHT-OF-WAY OF STATE ROAD 30 (U.S. 98, 100' RIGHT-OF-WAY) THENCE RUN SOUTH 09°21'38" WEST ALONG SAID EAST LINE, A DISTANCE OF 390.44 FEET TO A 1/2 INCH IRON ON SAID EAST LINE; THENCE LEAVING SAID EAST LINE RUN NORTH 84°38'18" WEST, A DISTANCE OF 109.88 FEET; THENCE RUN SOUTH 05°21'42" WEST, A DISTANCE OF 91.63 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2205, PAGE 1551, BEING ON THE NORTHERLY SIDE OF EAST PASS HARBOR (DESTIN HARBOR): THENCE ALONG SAID SOUTHERLY BOUNDARY, RUN NORTH 81 DEGREES 32 MINUTES 32 SECONDS WEST, A DISTANCE OF 12.00 FEET TO THE POINT OF BEGINNING; THENCE LEAVING SAID SOUTHERLY BOUNDARY, RUN SOUTH 09 DEGREES 27 MINUTES 33 SECONDS WEST, A DISTANCE OF 63.92 FEET; THENCE SOUTH 58 DEGREES 44 MINUTES 49 SECONDS EAST, A DISTANCE OF 22.97 FEET; THENCE SOUTH 09 DEGREES 27 MINUTES 33 SECONDS WEST, A DISTANCE OF 4.81 FEET; THENCE SOUTH 58 DEGREES 43 MINUTES 14 SECONDS WEST, A DISTANCE OF 4.45 FEET: THENCE NORTH 81 DEGREES 37 MINUTES 10 SECONDS WEST, A DISTANCE OF 16.23 FEET; THENCE NORTH 29 DEGREES 38 MINUTES 24 SECONDS WEST, A DISTANCE OF 5.57 FEET; THENCE NORTH 09 DEGREES 27 MINUTES 33 SECONDS EAST, A DISTANCE OF 76.11 FEET; THENCE SOUTH 81 DEGREES 32 MINUTES 32 SECONDS EAST, A DISTANCE OF 1.78 FEET TO THE POINT OF BEGINNING.

PARCEL 4: EAST SIDE OF THE MARLER CONCRETE PIER-PARCEL B

A PARCEL OF SUBMERGED LAND LYING ADJACENT TO OKALOOSA COUNTY PARCEL NUMBER 00-2S-22-0630-0000-07D1, AS RECORDED IN OFFICIAL RECORDS BOOK 2205, PAGE 1551 OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA, LYING IN TOWNSHIP 2 SOUTH, RANGE 22 WEST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 1/2 INCH IRON ROD MARKING THE INTERSECTION OF THE EAST LINE OF LOT 7D, MORENO POINT MILITARY RESERVATION AND THE SOUTHERLY RIGHT-OF-WAY OF STATE ROAD 30 (U.S. 98, 100' RIGHT-OF-WAY) THENCE RUN SOUTH 09°21'38" WEST ALONG SAID EAST LINE, A DISTANCE OF 390.44 FEET TO A 1/2 INCH IRON ON SAID EAST LINE; THENCE LEAVING SAID EAST LINE RUN NORTH 84°38'18" WEST, A DISTANCE OF 109.88 FEET; THENCE RUN SOUTH 05°21 '42" WEST, A DISTANCE OF 91.63 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2205, PAGE 1551, BEING ON THE NORTHERLY SIDE OF EAST PASS HARBOR (DESTIN HARBOR) AND THE POINT OF BEGINNING; THENCE ALONG SAID SOUTHERLY BOUNDARY, RUN SOUTH 81 DEGREES 32 MINUTES 32 SECONDS EAST, A DISTANCE OF 9.33 FEET; THENCE LEAVING SAID SOUTHERLY BOUNDARY, RUN SOUTH 09 DEGREES 27 MINUTES 33 SECONDS WEST, A DISTANCE OF 59.89 FEET; THENCE NORTH 58 DEGREES 44 MINUTES 49 SECONDS WEST, A DISTANCE OF 10.05 FEET; THENCE NORTH 09 DEGREES 27 MINUTES 33 SECONDS EAST, A DISTANCE OF 56.00 FEET TO THE POINT OF BEGINNING.

PARCEL 5: DISCLAIMED AREA OF MARLER SEINE PIER

A PARCEL OF SUBMERGED LAND LYING ADJACENT TO OKALOOSA COUNTY PARCEL NUMBER 00-2S-22-0630-0000-07 D1, AS RECORDED IN OFFICIAL RECORDS BOOK 2205, PAGE 1551 OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA, LYING IN TOWNSHIP 2 SOUTH., RANGE 22 WEST BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 1/2 INCH IRON ROD MARKING THE INTERSECTION OF THE EAST LINE OF LOT 7D, MORENO POINT MILITARY RESERVATION AND THE SOUTHERN RIGHT-OF- WAY OF STATE ROAD 30 (U.S. 98, 100' RIGHT-OF-WAY); THENCE RUN SOUTH 09° 21 MINUTES 38 SECONDS WEST, ALONG SAID EAST LINE, A DISTANCE OF 390.44 FEET TO A V2 INCH IRON ON SAID EAST LINE; THENCE LEAVING SAID EAST LINE RUN SOUTH 27° 34 MINUTES 09 SECONDS WEST, A DISTANCE OF 98.57 FEET TO THE INTERSECTION OF THE SOUTHERLY BOUNDARY OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2205, PAGE 1551 OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA, WITH THE EASTERLY AVERAGE OF THE FORMER CAPT. MARLER'S SEINE PIER, BEING ON THE NORTHERLY SIDE OF EAST PASS HARBOR (DESTIN HARBOR), AND BEING THE POINT OF BEGINNING; THENCE LEAVING

SAID SOUTHERLY BOUNDARY, RUN SOUTH 07° 12 MINUTES 40 SECONDS WEST, A DISTANCE OF 33.54 FEET; THENCE SOUTH 82° 47 MINUTES 20 SECONDS EAST, A DISTANCE OF 30.00 FEET; THENCE SOUTH 07° 12 MINUTES 40 SECONDS WEST, A DISTANCE OF 35.00 FEET; THENCE NORTH 82° 47 MINUTES 20 SECONDS WEST, A DISTANCE OF 38.00 FEET; THENCE NORTH 07° 12 MINUTES 40 SECONDS EAST, A DISTANCE OF 63.75 FEET TO THE AFORESAID SAID SOUTHERLY BOUNDARY; THENCE ALONG THE AFORESAID SOUTHERLY BOUNDARY, RUN THE FOLLOWING COURSES: SOUTH 80° 19 MINUTES 19 SECONDS EAST, A DISTANCE OF 1.54 FEET; THENCE NORTH 07° 12 MINUTES 40 SECONDS EAST, A DISTANCE OF 5.05 FEET; THENCE SOUTH 81° 8 MINUTES 36 SECONDS EAST, A DISTANCE OF 6.46 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT: A PARCEL OF SUBMERGED LAND LYING ADJACENT TO OKALOOSA COUNTY PARCEL NUMBER 00-2S-22-0630-0000-07DI, AS RECORDED IN OFFICIAL RECORDS BOOK 2205, PAGE 1551 OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA, LYING IN TOWNSHIP 2 SOUTH, RANGE 22 WEST BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 1/2 INCH IRON ROD MARKING THE INTERSECTION OF THE EAST LINE OF LOT 7D, MORENO POINT MILITARY RESERVATION AND THE SOUTHERLY RIGHT-OF-WAY OF STATE ROAD 30 (U.S. 98, 100' RIGHT-OF-WAY), THENCE RUN SOUTH 09°21'38" WEST ALONG SAID EAST LINE, A DISTANCE OF 390.44 FEET TO A 1/2 INCH IRON ON SAID EAST LINE; THENCE LEAVING SAID EAST LINE RUN SOUTH 27°05'15" WEST, A DISTANCE OF 100.85 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2205, PAGE 1551 OF THE PUBLIC RECORDS OF OKALOOSA COUNTY. FLORIDA, BEING ON THE NORTHERLY SIDE OF EAST PASS HARBOR (DESTIN HARBOR); THENCE LEAVING SAID SOUTHERLY BOUNDARY, RUN SOUTH 07 DEGREES 12 MINUTES 40 SECONDS WEST, A DISTANCE OF 31.10 FEET; THENCE SOUTH 82 DEGREES 47 MINUTES 20 SECONDS EAST, A DISTANCE OF 0.65 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 82 DEGREES 47 MINUTES 20 SECONDS EAST, A DISTANCE OF 29.35 FEET; THENCE SOUTH 07 DEGREES 12 MINUTES 40 SECONDS WEST, A DISTANCE OF 35.00 FEET; THENCE NORTH 82 DEGREES 47 MINUTES 20 SECONDS WEST, A DISTANCE OF 29.52 FEET; THENCE NORTH 07 DEGREES 29 MINUTES 14 SECONDS EAST, A DISTANCE OF 35.00 FEET TO THE POINT OF BEGINNING.

PARCEL 6: WEST SIDE OF SEINE PIER/PARCEL D

A PARCEL OF SUBMERGED LAND LYING ADJACENT TO OKALOOSA COUNTY PARCEL NUMBER 00-2S-22-0630-0000-07D1, AS RECORDED IN OFFICIAL RECORDS BOOK 2205, PAGE 1551 OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA, LYING IN TOWNSHIP 2 SOUTH, RANGE 22 WEST BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 1/2 INCH IRON ROD MARKING THE INTERSECTION OF THE EAST LINE OF LOT 7D, MORENO POINT MILITARY RESERVATION AND THE SOUTHERLY RIGHT-OF-WAY OF STATE ROAD 30 (U.S. 98, 100' RIGHT-OF-WAY), THENCE RUN SOUTH 09°21'38" WEST ALONG SAID EAST LINE, A DISTANCE OF 390.44 FEET TO A 1/2 INCH IRON ON SAID EAST LINE; THENCE LEAVING SAID EAST LINE RUN SOUTH 27°05'I5" WEST, A DISTANCE OF 100.85 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2205, PAGE 1551 OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA, BEING ON THE NORTHERLY SIDE OF EAST PASS HARBOR (DESTIN HARBOR); THENCE ALONG SAID SOUTHERLY BOUNDARY, RUN NORTH 82 DEGREES 30 MINUTES 46 SECONDS WEST, A DISTANCE OF 6.46 FEET TO THE POINT OF BEGINNING; THENCE LEAVING SAID SOUTHERLY BOUNDARY, RUN SOUTH 07 DEGREES 12 MINUTES 40 SECONDS WEST, A DISTANCE OF 2.45 FEET; THENCE NORTH 80 DEGREES 19 MINUTES 19 SECONDS WEST, A DISTANCE OF 1.54 FEET; THENCE SOUTH 07 DEGREES 12 MINUTES 40 SECONDS WEST. A DISTANCE OF 63.75 FEET; THENCE SOUTH 82 DEGREES 47 MINUTES 20 SECONDS EAST, A DISTANCE OF 8.48 FEET; THENCE SOUTH 07 DEGREES 29 MINUTES 14 SECONDS WEST, A DISTANCE OF 9.28 FEET; THENCE NORTH 82 DEGREES 30 MINUTES 46 SECONDS WEST, A DISTANCE OF 12.90 FEET; THENCE NORTH 07 DEGREES 29 MINUTES 14 SECONDS EAST, A DISTANCE OF 75.38 FEET TO SAID SOUTHERLY BOUNDARY; THENCE ALONG SAID SOUTHERLY BOUNDARY, RUN SOUTH 82 DEGREES 30 MINUTES 46 SECONDS EAST, A DISTANCE OF 5.64 FEET TO THE POINT OF BEGINNING.

PARCEL 7: EAST SIDE OF SEINE PIER/PARCEL E

A PARCEL OF SUBMERGED LAND LYING ADJACENT TO OKALOOSA COUNTY PARCEL NUMBER 00-2S-22-0630-0000-07D1, AS RECORDED IN OFFICIAL RECORDS BOOK 2205, PAGE 1551 OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA, LYING IN TOWNSHIP 2 SOUTH, RANGE 22 WEST BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 1/2 INCH IRON ROD MARKING THE INTERSECTION OF THE EAST LINE OF LOT 7D, MORENO POINT MILITARY RESERVATION AND THE SOUTHERLY RIGHT-OF- WAY OF STATE ROAD 30 (U.S. 98, 100' RIGHT-OF-WAY), THENCE RUN SOUTH 09°21'38" WEST ALONG SAID EAST LINE, A DISTANCE OF 390.44 FEET TO A 1/2 INCH IRON ON SAID EAST LINE; THENCE LEAVING SAID EAST LINE RUN SOUTH 27°05'15" WEST, A DISTANCE OF 100.85 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2205, PAGE 1551 OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA, BEING ON THE NORTHERLY SIDE OF EAST PASS HARBOR (DESTIN HARBOR), SAID POINT BEING THE POINT OF BEGINNING; THENCE ALONG SAID SOUTHERLY BOUNDARY, RUN SOUTH 82 DEGREES 30 MINUTES 46 SECONDS EAST, A DISTANCE OF 19.90 FEET; THENCE LEAVING SAID SOUTHERLY BOUNDARY, RUN SOUTH 07 DEGREES 29 MINUTES 14 SECONDS WEST, A DISTANCE OF 20,16 FEET; THENCE NORTH 82 DEGREES 30 MINUTES 46 SECONDS WEST, A DISTANCE OF 19.10 FEET; THENCE SOUTH 07 DEGREES 29 MINUTES 14 SECONDS WEST, A DISTANCE OF 10.94 FEET; THENCE NORTH 82 DEGREES 47 MINUTES 20 SECONDS WEST, A DISTANCE OF 0.65 FEET; THENCE NORTH 07 DEGREES 12 MINUTES 40 SECONDS EAST, A DISTANCE OF 31.10 FEET TO THE POINT OF BEGINNING.

1. Chain of Title and/or Conveyances:

Type of Instrument:	O.R. Book	Page:
Warranty Deed	291	612
Warranty Deed	2205	1551
Disclaimer	3100	3831
Warranty Deed	3174	2996
Quit Claim Deed	3174	2999
Special Warranty Deed	3335	3652
Special Warranty Deed	3335	3658
Special Warranty Deed	3335	3664
Quit Claim Deed	3335	3672

2. Unsatisfied Encumbrances:

Type of Instrument:	O.R. Book:	Page:
Notice of Commencement	Instrument #3715028	
Claim of Lien	Instrument #3728991	

3. Easements, Restrictions, and Other Matters affecting the lands described herein:

Type of Instrument:	O.R. Book:	Page:
Submergered Land Lease	2178	320
Modified Submerged Land Lease	2273	4389
Submerged Land Lease Renewal and Modification	2694	1895
Submerged Land Lease Renewal and Modification	2924	2822
Covenant for Reciprocal Use and Maintenance	2205	1553
Declaration of Unity	2882	4511
Easement for Signage Agreement	2882	4521
Memorandum of Lease	3064	4601
Recorded Notice of Environmental Resource Permit	3318	2702
Utility Easement	3332	3721
Underground Distribution Easement	3356	3416
Okaloosa Goas District Easement	3402	2703
Memorandum of Lease	3674	4492

Copies of the Encumbrances/Matters Affecting Title (**X**) are () are not included with this Report.

NOTE: The following is for informational purposes only and is given without assurance or guarantee:

Real Estate Taxes for Tax Parcel Number 00-2S-22-0630-0000-07D1 for tax year 2024
Gross Tax: $ 24,909.26 (X) Paid ( ) Not Paid.
Unpaid Taxes for Prior Years: NONE
Map Code: Assessment: $

Miscellaneous Notes (including matters affecting the Buyer, if searched):

Customer File Number: 302 Harbor Blvd
FATIC File Number: 110695712

Certificate

"This Report" is a search limited to the Official Records Books as defined in Sections 28.001(1) and 28.222, Florida Statutes, from **November 22, 1963** to **April 12, 2025** at 8:00 a.m.. The foregoing Report accurately reflects matters recorded and indexed in the Official Records Books of OKALOOSA County, Florida, affecting title to the property described therein.This report is not an opinion of title, title insurance policy, warranty of title, or any other assurance as to the status of title and shall not be used for the purpose of issuing title insurance. Pursuant to s. 627.7843, Florida Statutes, the maximum liability of the issuer of this property information report for errors or omissions in this property information report is limited to the amount paid for this property information report, and is further limited to the person(s) expressly identified in the property information report as the recipients of the property information report.



First American Title Insurance Company



as Vice President

Dated: April 14, 2025

AGENT AFFIDAVIT
SPECIAL POWER OF ATTORNEY

KNOWN ALL MEN BY THESE PRESENTS, THAT I, Kimberley Mergler am presently the owner and/or leaseholder at 302 Harbor Blvd., and desiring to execute a Special Power of Attorney, have made, constituted and appointed, and by these presents do make, constitute and appoint C. Stephen Tatum whose address is 4475 Legendary Drive, County of Okaloosa, State of Florida, my Attorney-in-Fact to act as follows, GIVING AND GRANTING unto said attorney full power to act as my agent in any and all matters pertaining to: permitting dock changes.

FURTHER, I do authorize the aforesaid Attorney-in-Fact to perform all necessary acts in the execution of the aforesaid authorization with the same validity as I could effect if personally present. Any act or thing lawfully done hereunder by the said attorney shall be binding on myself and my heirs, legal and personal representative, and assigns.

PROVIDED; however, that any and all transactions conducted hereunder for me or for my account shall be transacted in my name, and that all endorsements and instruments executed by the said attorney for the purpose of caring out the foregoing powers shall contain my name, followed by that of my said attorney and the designation "Attorney-in-Fact."

OWNER

Signature

Kimberley Mergler

Printed Name

STATE OF Florida

COUNTY OF Okaloosa

The foregoing instrument was acknowledged before me by means of physical presence___ or online notarization X, this 20th day of May, 2025, by (name of person acknowledging) Kimberley Mergler.

ADRIENNE LYNN ASHLEY
MY COMMISSION # HH 144741
EXPIRES: October 22, 2025
Bonded Thru Notary Public Underwriters

Cedrienne Lynn Ashley

Signature of Notary

Adrienne Lynn Ashley

Printed Name of Notary or Seal

Personally known X OR Produced Identification ____

Type of Identification Produced ____

Community Development
Planning and Zoning Division

4100 Indian Bayou Trail | Destin, FL 32541 | Phone: 850-654-1119 | Email: planning@cityofdestin.com

May 27, 2025

Subject: Notification of Development Project: 288D and 302 Harbor Boulevard;
MINOR DEVELOPMENT ORDER – Marina Slip Use Re-designation
City of Destin Project Number: DEV-001609-2025

Dear Property Owner:

The purpose of this letter is to notify you that the Planning Division has received an application for a Minor Development Order Application. As an owner of property located within 300 feet of this project, ***Article 2.17.00 of the Destin Land Development Code (LDC)*** requires a written notice providing you the following information.

This notice is for informational purposes only and no action is required of you. However, citizens are encouraged to provide any comments to the email address provided below.

1.	Name of Owner:	CLAUDE PERRY ENTERPRISES LLC and MARLER HARBOR PROPERTY LLC
2.	Name of Agent:	Stephen Tatum of Matthews & Jones, LLP
3.	Address of Project:	288D and 302 Harbor Boulevard
4.	Parcel ID Number:	00-2S-22-0630-0000-07E2 & 00-2S-22-0630-0000-07D1
5.	Project Description:	Re-designation of uses for existing marina slips.
6.	Location Map:	Please refer to the back of this letter.

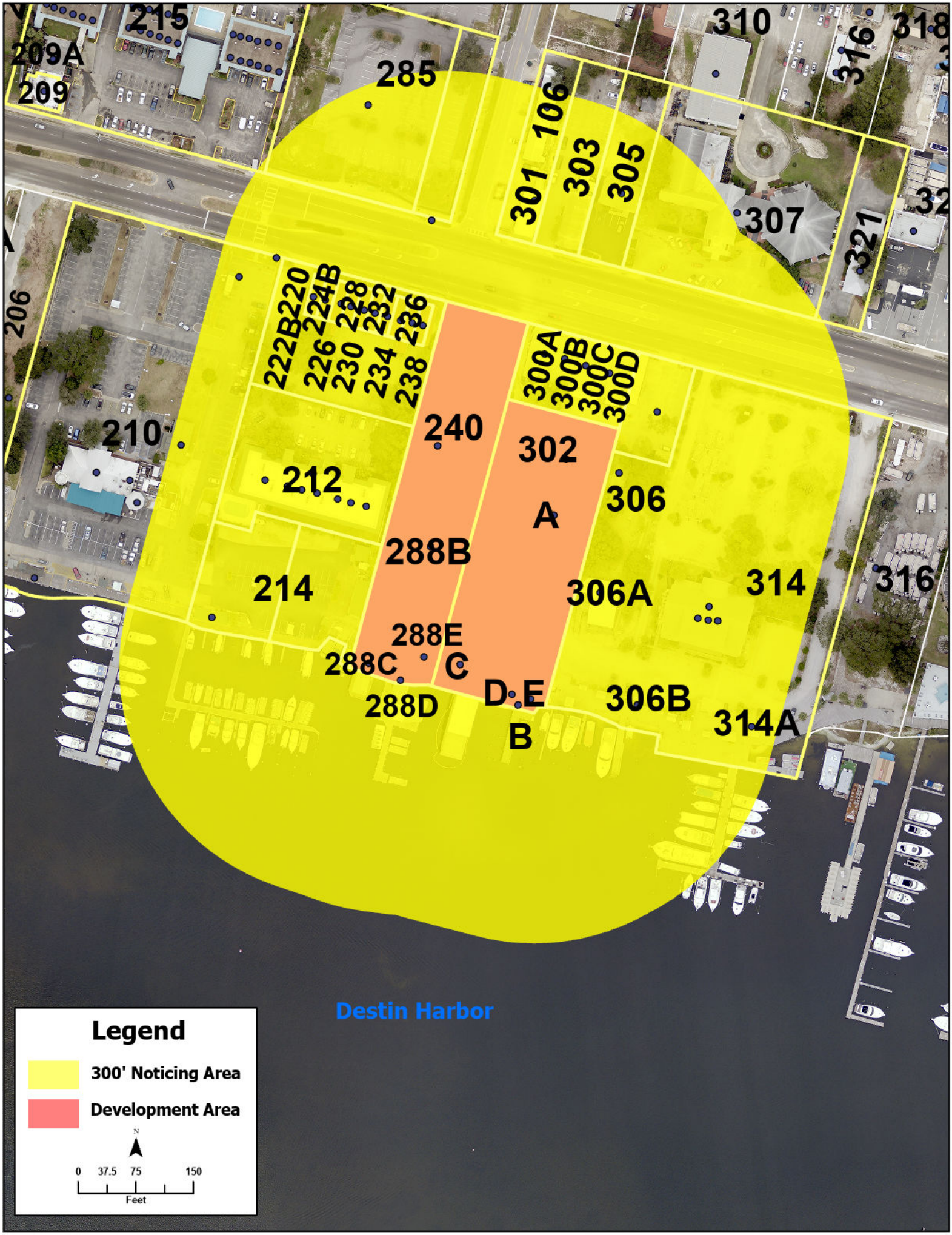
7. Location of Application Package: To request a digital copy of the application package be sent to you, please call the City Clerk at (850) 837-4242 or fill out a public records request online: http://www.cityofdestin.com/forms.aspx?fid=121

If you have any questions, please do not hesitate to call (850) 654-1119 or email planning@cityofdestin.com.

Sincerely,

Jesse Hernandez
Planner

Cc: David Prichard, Community Development Director
Planning Division
Project File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Destin Harbor
Legend
300' Noticing Area
Development Area
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75
150
Feet

AFFIDAVIT
POSTING OF PROPERTY

BEFORE ME, the undersigned authority, personally appeared: C. Stephen Tatum,

the owner and/or authorized agent of the following described property: 302 Harbor Boulevard, Destin, Florida 32541 -who deposes and says as follows:

1. That the subject site described above has a sign posted by the owner and/or authorized agent for the owner, notifying the public of the development activity, city project number, and authorized agent and phone number.
2. That the posted sign meets the dimensional requirements set by the City.
3. That the posted sign was placed and will be maintained upon the property in the correct location and not less than fourteen (14) days from the date of the City's Completeness Letter.
4. That a photo of the sign depicting the location of the sign in relation to the road right-of-way is attached.
5. This affidavit will be forwarded to the City's Planning Division no later than seven (7) working days from the posting of the sign.

I have completed the said requirements as described in the City of Destin Land Development Code.

C. Stephen Tatum
Signed Name of Owner/Agent

C. Stephen Tatum
Printed Name of Owner/Agent

STATE OF Florida
COUNTY OF Okaloosa

The foregoing instrument was acknowledged before me by means of physical presence X or online notarization __, this 4th day of June, 2025,

By: C. Stephen Tatum
(Print name)

Personally known X OR Produced Identification _____

Adrienne Lynn Ashley
Notary Signature

ADRIENNE LYNN ASHLEY
MY COMMISSION # HH 144741
EXPIRES: October 22, 2025
Bonded Thru Notary Public Underwriters


City of Destin
Public Notice
Proposed Development
Minor Development Order
Project# DEV-001609-2025
Authorized Agent: C. Stephen Tatum, Esq.
Agent's Phone Number: 850-837-3662
Project Plans can be requested
via the City Clerk at 850-837-4242, or at
www.cityofdestin.com

ITEM # _____

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: January 7, 2019
TYPE OF AGENDA ITEM: Public Hearings

TO: Mayor and City Council

THRU: Lance Johnson, City Manager

THRU: Kyle Bauman, City Attorney

FROM:

DATE: January 2, 2019

SUBJECT: Marine Construction at 288D & 302 Harbor Boulevard

I. I. **BACKGROUND:** Authorized representative Taylor Engineering submitted two Harbor & Waterways Board applications on behalf of Claude Perry Enterprises, LLC, for marine construction at two separate locations: 288D Harbor Boulevard and 302 Harbor Boulevard. The project at 288D Harbor Boulevard proposes 15 slips (11 commercial slips and 4 transient mooring slips) and the project at 302 Harbor Boulevard proposes 25 slips (7 commercial slips; 17 public transient mooring slips; and 1 water taxi slip). These proposals are expansions of existing non-residential docks.

II. DISCUSSION: Section 11.05.01, Land Development Code, by its own terms, "establishes and regulates procedures and standards by which the City controls and regulates development, construction and activities within the contiguous Harbor and waterways of Destin." The subsections to 11.05.01 contain a list of "prohibitions" and other requirements that proposed docks and other construction activities taking place in the Harbor and waterways must meet. There are a total of 26 requirements found in 11.05.01, both of the subject docks meet 25 out of the 26 requirements, and the City received no objection from adjacent landowners. However, the proposed docks arguably fail to meet Subsection (N). Subsection (N) states that, "no dock shall be constructed or modified such that slip density exceeds one slip per eight lineal feet of waterfront footage…"

Section 11.05.09, Land Development Code, contains exceptions to the prohibitions found in 11.05.01 for properties located in the South Harbor Mixed Use zoning district. The exception pertinent to this analysis is subsection 11.05.09.B.5. This subsection states:

> Properties located in the South Harbor Mixed Use zoning district that propose development under Tier 1 or 2 development standards are exempt from the provisions prescribed in paragraphs F, G, M and N of Section 11.05.01 provided they meet all the following criteria:
>
> 1. An approved submerged land lease from FDEP is submitted.
> 2. An approval from the Army Corps of Engineers stating that the length of the docks and piling will not create a risk to navigation is submitted.
> 3. This provision only applies to properties with only non-residential uses and mixes uses that contain non-residential uses and short-term residential uses.

4. This provision does not apply to developments that contain long-term residential uses.
5. A minimum ten percent of the total number of the slips in the project are set aside for fare carrying boats and that another minimum ten percent of the total slips are set aside for transient boats that are open to the public (to promote non-automobile travel). "Project" as used herein shall mean the entire number of slips tied to the uplands and not the total number of slips past 200 feet from the uplands. A minimum of 50 percent of the transient slips must be reserved for non-rental users. The remainder of the total ten percent may be reserved for short-term rental users. A loading and unloading area or slip must be reserved for use by a water taxi. This area or slip must be clearly marked by signage stating that it is reserved for the water taxi.
6. For Tier 1 developments, all the requirements listed in Section 7.09.03.F.7 must be met.

Claude Perry Enterprises, LLC, ("Perry Enterprises") owns both adjacent upland properties located at 288D Harbor Boulevard and 302 Harbor Boulevard. South Harbor Mixed Use is the zoning designation for both properties. Taylor Engineering, on behalf of Perry Enterprises, submitted two non-residential dock applications to the Harbor and Waterways Board (the "H&W Board"). The H&W Board considered and unanimously voted to approve both at their November meeting. Both proposed docks have also been approved by all required authorities besides the City, including FDEP and the Army Corp of Engineers.

At the 288D Harbor Boulevard Property (the "288D Property"), Perry Enterprises proposes to expand its existing docking facility from 9 total slips (5 commercial, 3 public transient mooring, 1 parasail mooring) plus one jetski dock to 15 total slips (10 commercial, 4 public transient mooring, and 1 parasail mooring) plus one jetski dock. Essentially, then, Perry Enterprises proposes adding 5 additional commercial slips and 1 additional transient mooring slip to the 288D Property.

At the adjacent 302 Harbor Boulevard Property (the "302 Property), Perry Enterprises proposes to expand its existing docking facility from 12 total slips (7 commercial, 5 public transient mooring) to 25 total slips (7 commercial, 17 public transient mooring, and 1 water taxi). Essentially, then, Perry Enterprises proposes adding 0 additional commercial slips, 12 additional public transient mooring slips, and 1 water taxi slip to the 302 Property.

Between both properties, Perry Enterprises proposes to add 5 additional commercial slips, 13 additional public transient mooring slips, and 1 water taxi slip to its existing non-residential docks.

The 288D Property consists of 110 linear feet of waterfront. The 302 Property consists of 150 linear feet of waterfront. Section 11.05.01(N), allows 1 slip per 8 linear feet. This calculation allows for 13.75 slips at the 288D Property and 18.75 slips at the 302 Property. Both proposed docks exceed this allotment, at 15 proposed slips and 25 proposed slips, respectively. However, both proposed docks substantially comply with the exception to Section 11.05.01(N), found in Section 11.05.09(b)(5).

Subsection (1) is satisfied for both properties since Perry Enterprises submitted FDEP approvals with their applications. Subsection (2) is satisfied in the Army Corp approvals Perry Enterprises submitted with both applications. Subsection (3) is satisfied because both properties are non-residential. Subsection (4) is satisfied because no long term residential use is associated with either property. Subsection (6) is inapplicable.

This leaves only Subsection (5), which is slightly more complicated and must be broken down into three parts. The first part of Subsection (5) requires that a minimum of 10% of the total slips be set aside for public transient mooring. This requirement is intended to benefit the

public and both properties far exceed this requirement. 26.66% of the 288D Property is set aside for public transient mooring. 68% of the 302 Property is set aside for public transient mooring. Between the docks at both properties, 21 out of 40 total slips are available for public transient mooring (52.5%). This represents a nearly 10% increase from the existing 9 out of 21 total slips which are available for public transient mooring (42.86%). Therefore, the first, public interest based requirement is overwhelmingly satisfied.

The second requirement found in Subsection (5) is somewhat ambiguous—it requires that 10% of total slips be set aside for "fare carrying boats." Although "fare carrying *boats*" is not a defined term in the code, the 2017 Comprehensive Plan's glossary defines "fare carrying *vessels*" as "[v]essels used for the following activities that are available to the public for hire: party fishing boats, sightseeing (e.g., dolphin, sunset, dinner cruises, etc.), sailing, parasailing and diving/snorkeling. Fare Carrying Vessels shall not include Personal Watercraft or Rental Watercraft which are separately defined." The most reasonable interpretation of the LDC would apply the Comprehensive Plan's definition of "fare carrying vessel" to Subsection (5)'s use of the term "fare carrying boat." It is clearly a broad term and includes most types of commercial boating vessels. It is unclear whether traditional pontoon rental boats are included as "fare carrying vessels" under this definition, although the generally accepted dictionary definition would not include rental pontoon boats as fare carrying vessels.

When this definition is applied to the 288D Property, the proposed dock contains at least 1 slip set aside for fare carrying boats (the parasail mooring slip). This amounts to 6.66% of the total slips, slightly below the 10% threshold. When the definition is applied to the 302 Property, the proposed dock contains at least 1 slip set aside for fare carrying boats. This amounts to 4% of the total slips, below the 10% threshold. In total between the two properties, at least 2 of the 40 proposed slips are set aside for fare carrying boats (5%). To reach the minimum requirements, if considered separately, 2 total slips would need to be set aside at the 288D Property and 3 total slips would need to be set aside at the 302 Property to reach the threshold described in Subsection (5).

Perry Enterprises could accomplish this by shifting slips from the "public transient mooring" designation to the "fare carrying vessel" designation, however, this would result in a decreased benefit to the general public and would allow Perry Enterprises to rent out 3 additional slips for profit.

The third requirement found in Subsection (5) requires that at least one slip or area be set aside for a water taxi. The 302 Property contains a slip set aside for a water taxi. The 288D Property does not contain a slip set aside for a water taxi and it is unclear whether there is an area set aside for a water taxi. The dock located on the 288D Property, is, however, less than 100 feet away from the 302 Property's dock and the two docks are connected by a boardwalk. This set up is arguably compliant with Subsection (5). Nevertheless, to ensure compliance, Perry Enterprises could alter its proposed dock at the 288D Property by removing a "public transient mooring" slip and designating that slip as the "water taxi" slip. Again, however, this would decrease the public's benefit by taking away a much needed "public transient mooring" slip.

In sum, strict application of the second and third requirements of Subsection (5) to these facts result in an abnormal outcome where the public's interest is compromised in favor of the property owner's commercial interests. This outcome is highly abnormal and unusual since one of the primary public benefits and purposes of the Land Development Code is ensuring that the public benefits from future development. Because the interests of the public do not necessarily align with a strict application of the Land Development Code when applied to these facts, the City Council may choose to balance the public interest against the owner's commercial interest. Given that Perry Enterprises is voluntarily forfeiting some of its commercial interests in favor of the public in these instances, the City Council could choose to exercise the discretion afforded to it

under its police powers to approve the dock applications. Alternatively, the City Council could opt to ensure strict adherence to the Land Development Code and require Perry Enterprises to redesignate some of its "public transient mooring" slips in a manner which ensures financial gain for Perry Enterprises to the detriment of the public.

A. Link to Strategic Goals /Objectives:

I. Enhance Quality of Life
II. Improve Public Use of Beach, Waterways and Harbor
III. Enhance and Preserve Heritage and Environment

B. Effect on Budget (EOB): There is no staff requirement for this project.

C. Level of Service (LOS): The City of Destin shall not incur any expense or revenue as a result of this project.

III. CONCLUSION: The applications have been reviewed and approved by the Florida Department of Environmental Protection (FDEP), the U.S. Army Corps of Engineers, City staff, and the City of Destin Harbor and Waterways Board. City staff reviewed the application and determined that the plans comply with City Codes and regulations. At the November 26, 2018, Destin Harbor and Waterways Board meeting, the Board unanimously recommended the City Council approve the application. Although the docks adhere to the vast majority of the Land Development Code's requirements, both docks only arguably comply with the Section 11.05.01(N). However, since strict of application of the Code to these facts results in a detriment to the public, the City Council is within its discretion to loosely apply the Code in a manner which maximizes benefit to the public.

IV. RECOMMENDED MOTION: Move to approve the applications for marine construction at 288D Harbor Boulevard and 302 Harbor Boulevard by exercising the City's police powers in a manner which maximizes the public's benefit.

Attachments:
288 D Harbor Boulevard Harbor Board Application
302 Harbor Boulevard Harbor Board Application

City of Destin

Community Development Department

Planning & Zoning Division

City of Destin Annex
4100 Indian Bayou Trail
Destin, Florida 32541
Phone (850) 837-4242 • Fax (850) 460-2171

planning@cityofdestin.com

APPLICATION for HARBOR BOARD

Harbor Board meets the 4th Monday, all applications must be submitted at least 2 weeks prior.

Description of work: PERRY DOCKIING FACILITY - 302 HARBOR BLVD

1. **APPLICANT INFORMATION:**

   Name: CLAUDE F. PERRY SR.

   Mailing Address: 732 HARBOR BLVD DESTIN FL, 32541

   Phone: (850)865-1063 Fax: (850) 837-3691

   Email: KMERGLER@GMAIL.COM

2. **PROPERTY TO BE REVIEWED:**

   Street Address: 288D HARBOR BLVD DESTIN, FL 32541

   Parcel ID #: 00-2S-22-0630-0000-07E2

3. **FEE:** **$40.00 Residential**
   $80.00 Commercial

   Cash, Check, MasterCard or Visa
   Marine Applications, Fees & Letters per FY2017 Schedule of Fees, adopted 02/21/17, effective 02/22/17.

Must be paid when submitting application.

4. **ADDITIONAL DOCUMENTATION REQUIRED:**

   a. Complete detailed drawings and site plan.

   b. Adjacent property owner mailing information.

State and Federal permits required prior to submission for Harbor Board approval.

APPLICANT'S SIGNATURE: _____ DATE: 9/13/18

Florida Department of Environmental Protection

Northwest District Office
160 W. Government Street, Suite 308
Pensacola, Florida 32502-5740

Rick Scott
Governor

Carlos Lopez-Cantera
Lt. Governor

Noah Valenstein
Secretary

Permittee/Authorized Entity:
Claude Perry Enterprises, LLC
c/o Kimberly Mergler
732 Harbor Blvd
Destin, Florida 32541, Okaloosa County
kmergler@gmail.com

Perry Docking Facility – 240 Harbor Blvd

Authorized Agent:
Duncan Greer
4300 Legendary Drive
Destin, Florida 32541
dgreer@taylorengineering.com

RECEIVED
SEP 13 2018
Community Development

Environmental Resource Permit
State-owned Submerged Lands Authorization – Granted Pending Document Execution

U.S. Army Corps of Engineers Authorization – Separate Corps Authorization Required

Okaloosa County
Permit No.: 0359600-001-EI/46
Lease File No.: 461409691

Permit Issuance Date: May 9, 2018
Permit Construction Phase Expiration Date: May 8, 2023

Consolidated Environmental Resource Permit and Sovereignty Submerged Lands Authorization

Permittee/Grantee: Claude Perry Enterprises, LLC
Permit No: 0359600-001-EI/46

PROJECT LOCATION

The activities authorized by this permit and sovereignty submerged lands authorization are located at 240 Harbor Boulevard, Destin, Florida 32541, Parcel ID 00-2S-22-0630-0000-07E2 in Section 00, Township 02 South, Range 22 West in Okaloosa County, at 30°23′33.76″ North Latitude, 86°30′19.86″ West Longitude.

PROJECT DESCRIPTION

The permittee is authorized to reconfigure an existing marina into a 16-slip commercial marina. The project includes construction of a 29 foot by 20 foot marginal deck, a 20 foot by 10 foot deck, a 150 foot by 6 foot access pier, and a 47 foot by 6 foot terminal platform. The project is located within Destin Harbor, a Class III Florida Waterbody, Prohibited Shellfish Harvesting Area. Those activities include the preemption of 13,147 square feet of state-owned sovereignty submerged lands. Authorized activities are depicted on the attached exhibits.

AUTHORIZATIONS

Perry Docking Facility – 240 Harbor Blvd

Environmental Resource Permit

The Department has determined that the activity qualifies for an Environmental Resource Permit. Therefore, the Environmental Resource Permit is hereby granted, pursuant to Part IV of Chapter 373, Florida Statutes (F.S.), and Chapter 62-330, Florida Administrative Code (F.A.C.).

Sovereignty Submerged Lands Authorization

The activity is located on sovereignty submerged lands owned by the State of Florida. It therefore also requires authorization from the Board of Trustees of the Internal Improvement Trust Fund (Board of Trustees), pursuant to Article X, Section 11 of the Florida Constitution, and Section 253.77, F.S. As staff to the Board of Trustees, the Department has reviewed the activity described above, and has determined that the appropriate form of proprietary authorization is a lease. Based on the information submitted, we have begun processing your application to modify your sovereign submerged lands lease (461409691). Please contact Wade Dandridge for additional information.

The final documents required to execute the lease modification will be sent to the grantee by the Department's Division of State Lands for execution. The Department intends to issue the lease, upon satisfactory execution of those documents, including payment of required fees and compliance with the conditions in the attached permit. **You may not begin construction of the activities described until you receive a copy of the executed lease from the Department.**

Federal Authorization

Your proposed activity as outlined on your application and attached drawings **does not qualify** for federal authorization pursuant to the State Programmatic General Permit and a **SEPARATE permit** or authorization **shall be required** from the U.S. Army Corps of Engineers (Corps). You

must apply separately to the Corps using the federal application form (ENG 4345). More information about Corps permitting may be found online in the Jacksonville District Regulatory Division Sourcebook. **Failure to obtain Corps authorization prior to construction could subject you to federal enforcement action by that agency.**

Authority for review – an agreement with the Corps entitled "Coordination Agreement Between the U. S. Army Corps of Engineers (Jacksonville District) and the Florida Department of Environmental Protection, or Duly Authorized Designee, State Programmatic General Permit," Section 10 of the Rivers and Harbor Act of 1899, and Section 404 of the Clean Water Act.

Coastal Zone Management
Issuance of this authorization also constitutes a finding of consistency with Florida's Coastal Zone Management Program, as required by Section 307 of the Coastal Zone Management Act.

Water Quality Certification
This permit also constitutes a water quality certification under Section 401 of the Clean Water Act, 33 U.S.C. 1341.

Other Authorizations
You are advised that authorizations or permits for this activity may be required by other federal, state, regional, or local entities including but not limited to local governments or municipalities. This permit does not relieve you from the requirements to obtain all other required permits or authorizations.

The activity described may be conducted only in accordance with the terms, conditions and attachments contained in this document. Issuance and granting of the permit and authorizations herein do not infer, nor guarantee, nor imply that future permits, authorizations, or modifications will be granted by the Department.

PERMIT / SOVEREIGNTY SUBMERGED LANDS CONDITIONS
The activities described must be conducted in accordance with:

- **The Specific Conditions**
- **The General Conditions**
- **The limits, conditions and locations of work shown in the attached drawings**
- **The term limits of this authorization**

You are advised to read and understand these conditions and drawings prior to beginning the authorized activities, and to ensure the work is conducted in conformance with all the terms, conditions, and drawings herein. If you are using a contractor, the contractor also should read and understand these conditions and drawings prior to beginning any activity. Failure to comply with these conditions, including any mitigation requirements, shall be grounds for the Department to revoke the permit and authorization and to take appropriate enforcement action. Operation of the facility is not authorized except when determined to be in conformance with all applicable rules and this permit and sovereignty submerged lands authorization, as described.

SPECIFIC CONDITIONS – PRIOR TO ANY CONSTRUCTION

1. If the approved permit drawings and/or narrative conflict with the specific conditions, then the specific conditions shall prevail.

2. Prior to the initiation of any work authorized by this permit, floating turbidity screens with weighted skirts that extend to within 1 ft. of the bottom shall be placed around the active construction areas of the site. The screens shall be maintained and shall remain in place for the duration of the project construction to ensure that turbidity levels outside the construction area do not exceed 29 NTU's above background levels. The permittee shall be responsible for ensuring that turbidity control devices are inspected daily and maintained in good working order so that there are no violations of state water quality standards outside of the turbidity screens.

3. The following measures shall be taken by the permittee whenever turbidity levels within waters of the State surrounding the project site exceed 29 NTU's above background:

a. Immediately cease all work contributing to the water quality violation.
b. Modify the work procedures that were responsible for the violation, and install more turbidity containment devices and repair any non-functioning turbidity containment devices.
c. Notify the Department of Environmental Protection, Submerged Lands & Environmental Resources Program, Compliance and Enforcement Section, Northwest District Office, 160 W Government Street, Pensacola, Florida 32502-5794, in writing or by telephone at (850)595-8300 within 24 hours of the time the violation is first detected.

SPECIFIC CONDITIONS – CONSTRUCTION ACTIVITIES

4. This permit does not authorize any modification, enhancement or reconstruction of the non-water dependent structures at the facility.

5. There shall be no stock piling of tools, materials, (i.e., lumber, pilings, riprap, and debris) within wetlands, along the shoreline within the littoral zone, or elsewhere within waters/waters of the state.

6. All cleared vegetation, excess lumber, scrap wood, trash, garbage and any other type of debris shall be removed from wetlands/waters of the state within 14 days of completion of the work authorized in this permit.

7. Construction equipment shall not be repaired or refueled in wetlands or elsewhere within waters of the state.

8. All watercraft associated with the construction of the permitted structure shall only operate within waters of sufficient depth so as to preclude bottom scouring and prop dredging.

9. This permit does not authorize the construction of any additional structures not illustrated on the permit drawings. Examples of additional structures include but are not limited to walkways, awnings, enclosed sides and covers over slip areas, finger piers, step-down stairs, storage closets and decking.

10. The permittee shall install and maintain reflective markers and lighted aids to navigation at the end of the pier. The reflective markers and lighted aids to navigation shall be maintained for the life of the facility.

SPECIFIC CONDITIONS – OPERATION AND MAINTENANCE ACTIVITIES

11. Overboard discharges of trash, human or animal waste, or fuel shall not occur at the dock.

12. There shall be a minimum 12-inch clearance between the deepest draft of the vessel (with the motor in the down position) and the bottom of the waterbody at mean low water so as to preclude bottom scouring or prop dredging.

SPECIFIC CONDITIONS – ADMINISTRATIVE/EMERGENCIES

13. The construction phase expires at 11:59 p.m. on the date indicated on the cover page of this permit.

14. For emergencies involving a serious threat to the public health, safety, welfare, or environment, the emergency telephone contact number is (800) 320-0519 (State Warning Point). The Department telephone number for reporting nonthreatening problems or system malfunctions is (850) 595-0663, day or night.

15. The mailing address for submittal of forms for the "Construction Commencement Notice", "As-Built Certification …", "Request for Conversion of Stormwater Management Permit Construction Phase to Operation and Maintenance Phase", or other correspondence is FDEP, SLERP, 160 West Government Street, Pensacola, Florida, 32502.

GENERAL CONDITIONS FOR INDIVIDUAL PERMITS

The following general conditions are binding on all individual permits issued under chapter 62-330, F.A.C., except where the conditions are not applicable to the authorized activity, or where the conditions must be modified to accommodate project-specific conditions.

1. All activities shall be implemented following the plans, specifications and performance criteria approved by this permit. Any deviations must be authorized in a permit modification in accordance with Rule 62-330.315, F.A.C. Any deviations that are not so authorized may subject the permittee to enforcement action and revocation of the permit under Chapter 373, F.S.

2. A complete copy of this permit shall be kept at the work site of the permitted activity during the construction phase, and shall be available for review at the work site upon request by the Agency staff. The permittee shall require the contractor to review the complete permit prior to beginning construction.

3. Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance-based erosion and sediment control best management practices shall be installed immediately prior to, and be maintained during and after construction as needed, to prevent adverse impacts to the water resources and adjacent lands. Such practices shall be in accordance with the *State of Florida Erosion and Sediment Control Designer and Reviewer Manual* (Florida Department of Environmental Protection and Florida Department of Transportation June 2007), and the *Florida Stormwater Erosion and Sedimentation Control Inspector's Manual* (Florida Department of Environmental Protection, Nonpoint Source

Management Section, Tallahassee, Florida, July 2008), which are both incorporated by reference in subparagraph 62-330.050(9)(b)5., F.A.C., unless a project-specific erosion and sediment control plan is approved or other water quality control measures are required as part of the permit.

4. At least 48 hours prior to beginning the authorized activities, the permittee shall submit to the Agency a fully executed Form 62-330.350(1), "Construction Commencement Notice," [October 1, 2013], which is incorporated by reference in paragraph 62-330.350(1)(d), F.A.C., indicating the expected start and completion dates. A copy of this form may be obtained from the Agency, as described in subsection 62-330.010(5), F.A.C. If available, an Agency website that fulfills this notification requirement may be used in lieu of the form.

5. Unless the permit is transferred under Rule 62-330.340, F.A.C., or transferred to an operating entity under Rule 62-330.310, F.A.C., the permittee is liable to comply with the plans, terms and conditions of the permit for the life of the project or activity.

6. Within 30 days after completing construction of the entire project, or any independent portion of the project, the permittee shall provide the following to the Agency, as applicable:

a. For an individual, private single-family residential dwelling unit, duplex, triplex, or quadruplex – "Construction Completion and Inspection Certification for Activities Associated With a Private Single-Family Dwelling Unit" [Form 62-330.310(3)]; or
b. For all other activities – "As-Built Certification and Request for Conversion to Operational Phase" [Form 62-330.310(1)].
c. If available, an Agency website that fulfills this certification requirement may be used in lieu of the form.

7. If the final operation and maintenance entity is a third party:

a. Prior to sales of any lot or unit served by the activity and within one year of permit issuance, or within 30 days of as- built certification, whichever comes first, the permittee shall submit, as applicable, a copy of the operation and maintenance documents (see sections 12.3 thru 12.3.3 of Volume I) as filed with the Department of State, Division of Corporations and a copy of any easement, plat, or deed restriction needed to operate or maintain the project, as recorded with the Clerk of the Court in the County in which the activity is located.
b. Within 30 days of submittal of the as- built certification, the permittee shall submit "Request for Transfer of Environmental Resource Permit to the Perpetual Operation Entity" [Form 62-330.310(2)] to transfer the permit to the operation and maintenance entity, along with the documentation requested in the form. If available, an Agency website that fulfills this transfer requirement may be used in lieu of the form.

8. The permittee shall notify the Agency in writing of changes required by any other regulatory agency that require changes to the permitted activity, and any required modification of this permit must be obtained prior to implementing the changes.

9. This permit does not:

a. Convey to the permittee any property rights or privileges, or any other rights or privileges other than those specified herein or in Chapter 62-330, F.A.C.;
b. Convey to the permittee or create in the permittee any interest in real property;

c. Relieve the permittee from the need to obtain and comply with any other required federal, state, and local authorization, law, rule, or ordinance; or
d. Authorize any entrance upon or work on property that is not owned, held in easement, or controlled by the permittee.

10. Prior to conducting any activities on state-owned submerged lands or other lands of the state, title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund, the permittee must receive all necessary approvals and authorizations under Chapters 253 and 258, F.S. Written authorization that requires formal execution by the Board of Trustees of the Internal Improvement Trust Fund shall not be considered received until it has been fully executed.

11. The permittee shall hold and save the Agency harmless from any and all damages, claims, or liabilities that may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any project authorized by the permit.

12. The permittee shall notify the Agency in writing:
a. Immediately if any previously submitted information is discovered to be inaccurate; and
b. Within 30 days of any conveyance or division of ownership or control of the property or the system, other than conveyance via a long-term lease, and the new owner shall request transfer of the permit in accordance with Rule 62-330.340, F.A.C. This does not apply to the sale of lots or units in residential or commercial subdivisions or condominiums where the stormwater management system has been completed and converted to the operation phase.

13. Upon reasonable notice to the permittee, Agency staff with proper identification shall have permission to enter, inspect, sample and test the project or activities to ensure conformity with the plans and specifications authorized in the permit.

14. If any prehistoric or historic artifacts, such as pottery or ceramics, stone tools or metal implements, dugout canoes, or any other physical remains that could be associated with Native American cultures, or early colonial or American settlement are encountered at any time within the project site area, work involving subsurface disturbance in the immediate vicinity of such discoveries shall cease. The permittee or other designee shall contact the Florida Department of State, Division of Historical Resources, Compliance and Review Section, at (850) 245-6333 or (800) 847-7278, as well as the appropriate permitting agency office. Such subsurface work shall not resume without verbal or written authorization from the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately and notification shall be provided in accordance with Section 872.05, F.S.

15. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding unless a specific condition of this permit or a formal determination under Rule 62-330.201, F.A.C., provides otherwise.

16. The permittee shall provide routine maintenance of all components of the stormwater management system to remove trapped sediments and debris. Removed materials shall be disposed of in a landfill or other uplands in a manner that does not require a permit under Chapter 62-330, F.A.C., or cause violations of state water quality standards.

17. This permit is issued based on the applicant's submitted information that reasonably demonstrates that adverse water resource-related impacts will not be caused by the completed permit activity. If any adverse impacts result, the Agency will require the permittee to eliminate the cause, obtain any necessary permit modification, and take any necessary corrective actions to resolve the adverse impacts.

18. A Recorded Notice of Environmental Resource Permit may be recorded in the county public records in accordance with subsection 62-330.090(7), F.A.C. Such notice is not an encumbrance upon the property.

NOTICE OF RIGHTS

This action is final and effective on the date filed with the Clerk of the Department unless a petition for an administrative hearing is timely filed under Sections 120.569 and 120.57, F.S. before the deadline for filing a petition. On the filing of a timely and sufficient petition, this action will not be final and effective until further order of the Department. Because the administrative hearing process is designed to formulate final agency action, the hearing process may result in a modification of the agency action or even denial of the application.

Petition for Administrative Hearing

A person whose substantial interests are affected by the Department's action may petition for an administrative proceeding (hearing) under Sections 120.569 and 120.57, F.S. Pursuant to Rules 28-106.201 and 28-106.301, F.A.C., a petition for an administrative hearing must contain the following information:

(a) The name and address of each agency affected and each agency's file or identification number, if known;
(b) The name, address, and telephone number of the petitioner; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner's substantial interests are or will be affected by the agency determination;
(c) A statement of when and how the petitioner received notice of the agency decision;
(d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;
(e) A concise statement of the ultimate facts alleged, including the specific facts that the petitioner contends warrant reversal or modification of the agency's proposed action;
(f) A statement of the specific rules or statutes that the petitioner contends require reversal or modification of the agency's proposed action, including an explanation of how the alleged facts relate to the specific rules or statutes; and
(g) A statement of the relief sought by the petitioner, stating precisely the action that the petitioner wishes the agency to take with respect to the agency's proposed action.

The petition must be filed (received by the Clerk) in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, or via electronic correspondence at Agency_Clerk@dep.state.fl.us. Also, a copy of the petition shall be mailed to the applicant at the address indicated above at the time of filing.

Time Period for Filing a Petition

In accordance with Rule 62-110.106(3), F.A.C., petitions for an administrative hearing by the applicant and persons entitled to written notice under Section 120.60(3), F.S., must be filed within 14 days of receipt of this written notice. Petitions filed by any persons other than the

applicant, and other than those entitled to written notice under Section 120.60(3), F.S., must be filed within 14 days of publication of the notice or within 14 days of receipt of the written notice, whichever occurs first. The failure to file a petition within the appropriate time period shall constitute a waiver of that person's right to request an administrative determination (hearing) under Sections 120.569 and 120.57, F.S. or to intervene in this proceeding and participate as a party to it. Any subsequent intervention (in a proceeding initiated by another party) will be only at the discretion of the presiding officer upon the filing of a motion in compliance with Rule 28-106.205, F.A.C.

Extension of Time

Under Rule 62-110.106(4), F.A.C., a person whose substantial interests are affected by the Department's action may also request an extension of time to file a petition for an administrative hearing. The Department may, for good cause shown, grant the request for an extension of time. Requests for extension of time must be filed with the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, or via electronic correspondence at Agency_Clerk@dep.state.fl.us, before the deadline for filing a petition for an administrative hearing. A timely request for extension of time shall toll the running of the time period for filing a petition until the request is acted upon.

Mediation

Mediation is not available in this proceeding.

FLAWAC Review

The applicant, or any party within the meaning of Section 373.114(1)(a) or 373.4275, F.S., may also seek appellate review of this order before the Land and Water Adjudicatory Commission under Section 373.114(1) or 373.4275, F.S. Requests for review before the Land and Water Adjudicatory Commission must be filed with the Secretary of the Commission and served on the Department within 20 days from the date when this order is filed with the Clerk of the Department.

Judicial Review

Once this decision becomes final, any party to this action has the right to seek judicial review pursuant to Section 120.68, F.S. by filing a Notice of Appeal pursuant to Florida Rules of Appellate Procedure 9.110 and 9.190 with the Clerk of the Department in the Office of General Counsel (Station #35, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000) and by filing a copy of the Notice of Appeal accompanied by the applicable filing fees with the appropriate district court of appeal. The notice must be filed within 30 days from the date this action is filed with the Clerk of the Department.

Thank you for applying to the Submerged Lands and Environmental Resource Permit Program. If you have any questions regarding this matter, please contact Wade Dandridge at the letterhead address, at 850-595-0655, or at Wade.Dandridge@dep.state.fl.us

EXECUTION AND CLERKING
Executed in Orlando, Florida.
STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

Emile D. Hamilton
Director of District Management

EDH:wd

Attachment:
Project Drawings and Design Specs., 9 pages

Copies of 62-330 forms may be obtained at:
http://www.dep.state.fl.us/water/wetlands/erp/forms.htm

CERTIFICATE OF SERVICE
The undersigned duly designated deputy clerk hereby certifies that this document and all attachments were sent on the filing date below to the following listed persons:

Kathy Griffin, DEP Division of State Lands, Kathy.Griffin@dep.state.fl.us
Okaloosa County, mmartinez@co.okaloosa.fl.us, jautrey@co.okaloosa.fl.us, sbitterman@co.okaloosa.fl.us, propertyappraiser@okaloosapa.com

FILING AND ACKNOWLEDGMENT
FILED, on this date, pursuant to Section 120.52, F.S., with the designated Department Clerk, receipt of which is hereby acknowledged.

Clerk

May 9, 2018
Date

GENERAL NOTES:

1. DRAWING REFERENCES THE FLORIDA STATE PLANE NORTH, NORTH AMERICAN DATUM OF 1983 (NAD83).
2. ALL ELEVATIONS REFERENCE THE 1988 NORTH AMERICAN VERTICAL DATUM (NAVD88). ELEVATIONS IN FEET UNLESS NOTED OTHERWISE.
3. AERIAL IMAGERY OBTAINED FROM FLORIDA DEPARTMENT OF TRANSPORTATION (2016), UNLESS NOTED OTHERWISE. AERIAL IMAGERY DISPLAYED HEREON FOR INFORMATIONAL PURPOSES ONLY. NO PHOTOGRAPHIC ACCURACY IS IMPLIED BY THESE MAPS.
4. FEDERAL NAVIGATION CHANNEL LIMITS OBTAINED FROM THE U.S. ARMY CORPS OF ENGINEERS MOBILE DISTRICT.
5. PARCEL BOUNDARIES, EXISTING SUBMERGED LAND LEASE BOUNDARY, AND MEAN HIGH WATER ELEVATION ARE APPROXIMATE, AND OBTAINED FROM "A PARCEL OF LAND LOCATED IN TOWNSHIP 2 SOUTH, RANGE 22 WEST, OKALOOSA COUNTY, FLORIDA" BY EMERALD COAST ASSOCIATES, INC., DATED 08-11-14, PROJECT 14-194.
6. BATHYMETRIC CONTOURS OBTAINED BY TAYLOR ENGINEERING, INC., DATED OCTOBER 2017.
7. DRAWING REFERENCES EXISTING BOARD OF TRUSTEES SOVEREIGN SUBMERGED LAND LEASE # 461409691.
8. CONSTRUCTION SHALL NOT VIOLATE STATE WATER QUALITY STANDARDS.
9. NO LIVE-A-BOARDS ARE PROPOSED.
10. NO NEW FUELING FACILITIES OR SEWAGE PUMP-OUTS ARE PROPOSED AT THIS FACILITY.
11. MATERIALS ARE SUBJECT TO CHANGE. PILE EMBEDMENT, DIMENSIONS, AND SPACING WILL BE DETERMINED DURING FINAL DESIGN.
12. THE LOCATION OF TURBIDITY CURTAINS SHOWN ON THESE DRAWINGS FOR INFORMATIONAL PURPOSES ONLY. TURBIDITY CURTAINS SHALL BE LOCATED AND REPOSITIONED BY THE CONTRACTOR USING BEST MANAGEMENT PRACTICES TO ASSURE WATER QUALITY STANDARDS ARE MAINTAINED THROUGHOUT CONSTRUCTION.
13. DOCK PILINGS WILL BE WRAPPED TREATED TIMBER OR OTHERWISE MADE FROM NON-LEACHING MATERIALS.

DEPARTMENT OF ENVIRONMENTAL PROTECTION
2/9
0359600-001-EI/46
PERMIT
STATE OF FLORIDA

PROPOSED DOCK PLAN:

1. PERMANENT SLIPS (INCLUDING JETSKI SLIP):
   - 1.1. EXISTING: 7
   - 1.2. PROPOSED INCREASE FROM EXISTING : 5
   - 1.3. TOTAL PROPOSED PERMANENT SLIPS: 12
2. TRANSIENT MOORING SLIPS
   - 2.1. EXISTING: 3
   - 2.2. PROPOSED INCREASE FROM EXISTING: 1
   - 2.3. TOTAL PROPOSED TRANSIENT MOORING SLIPS: 4
3. FIXED TIMBER DOCK AREA
   - 3.1. EXISTING: 2,539 S.F.
   - 3.2. TO BE DEMOLISHED: 906 S.F.
   - 3.3. PROPOSED INCREASE FROM EXISTING: 1,108 S.F.
   - 3.4. TOTAL PROPOSED FIXED TIMBER DOCK AREA: 3,647 S.F.
4. SOVEREIGN SUBMERGED LAND LEASE AREA (LEASE # 461409691)
   - 4.1. EXISTING: 13,339 S.F. (0.31 ACRES)
   - 4.2. PROPOSED INCREASE FROM EXISTING: 1,073 S.F. (0.02 ACRES)
   - 4.3. TOTAL PROPOSED SOVEREIGN SUBMERGED LAND LEASE AREA: 14,412 S.F. (0.33 ACRES)

TIDAL DATUM REFERENCE:

MHHW	0.73'
MHW	0.72'
MSL	0.40'
MLW	0.13'
MLLW	0.12'
NAVD 88	0.00'

TAYLOR ENGINEERING INC.
4300 LEGENDARY DRIVE
SUITE C246
DESTIN, FL 32541
CERTIFICATE OF AUTHORIZATION # 4815

FIGURE 2
GENERAL NOTES
PERRY DOCKIING FACILITY - 288D HARBOR BLVD
(PREVIOUSLY 240 HARBOR BLVD)
DESTIN, FLORIDA

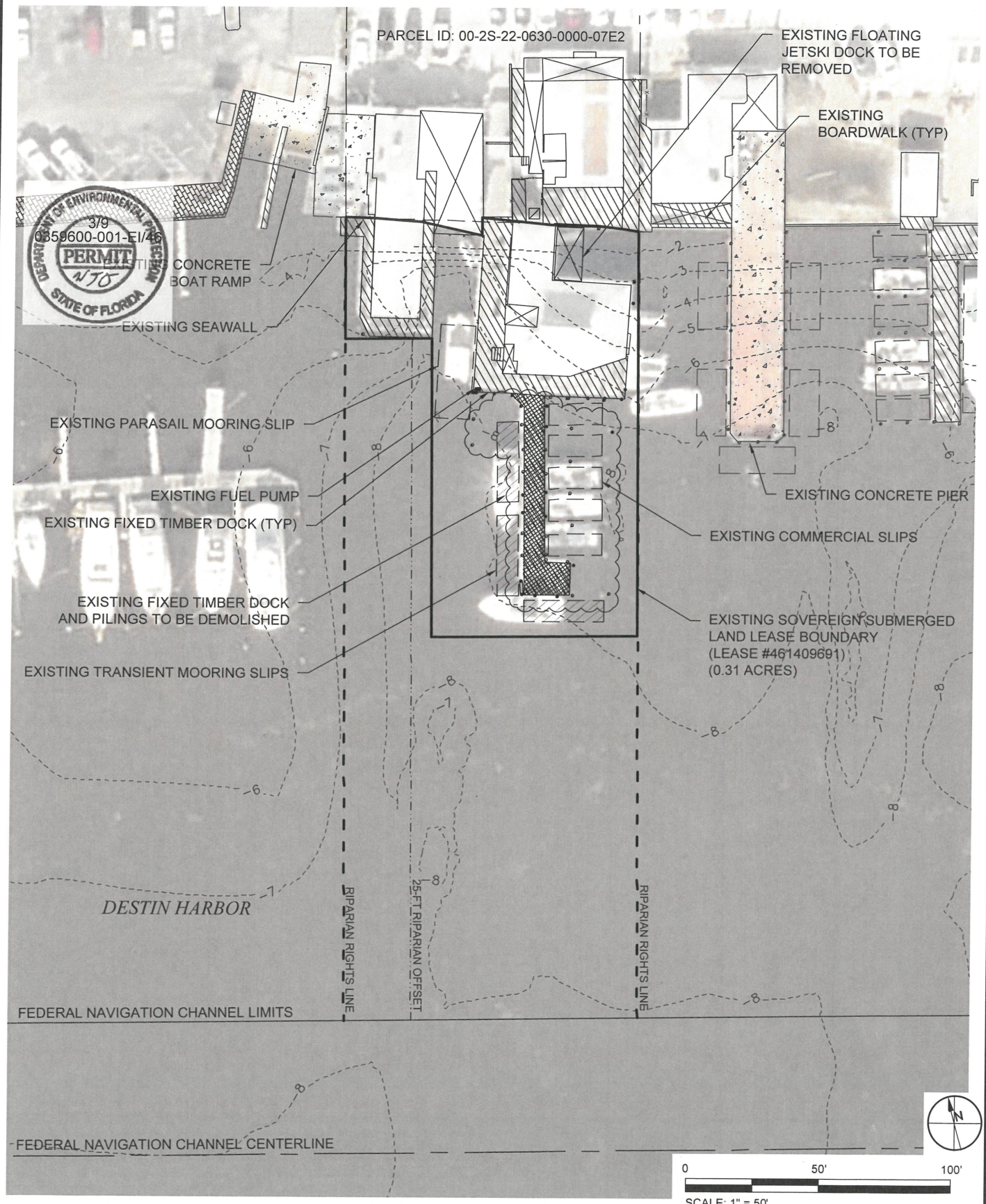
PROJECT	DRAWN BY	SHEET	DATE
C2017-055	CAS/NP	2 of 9	JAN 2018

SEAL

DUNCAN GREER, P.E.#83306 DATE

DUNCAN GREER X:\SYS\PROJECTS\C2017-055 CLAUDE PERRY MARINA\PERMIT\SET 1\C2017-055 P-NOTES.DWG 3/28/2018 12:40:18 PM

PRELIMINARY DRAWINGS: THESE DRAWINGS ARE NOT IN FINAL FORM, BUT ARE BEING TRANSMITTED FOR AGENCY REVIEW.



DEPARTMENT OF ENVIRONMENTAL PROTECTION
3/9
0359600-001-EI/46
PERMIT
NTO
STATE OF FLORIDA

DUNCAN GREER X:\SYS\PROJECTS\C2017-055 CLAUDE PERRY MARINA\PERMIT\SET 1\C2017-055 P-EXISTING.DWG 3/28/2018 12:40:20 PM

TAYLOR ENGINEERING INC.
4300 LEGENDARY DRIVE
SUITE C246
DESTIN, FL 32541
CERTIFICATE OF AUTHORIZATION # 4815

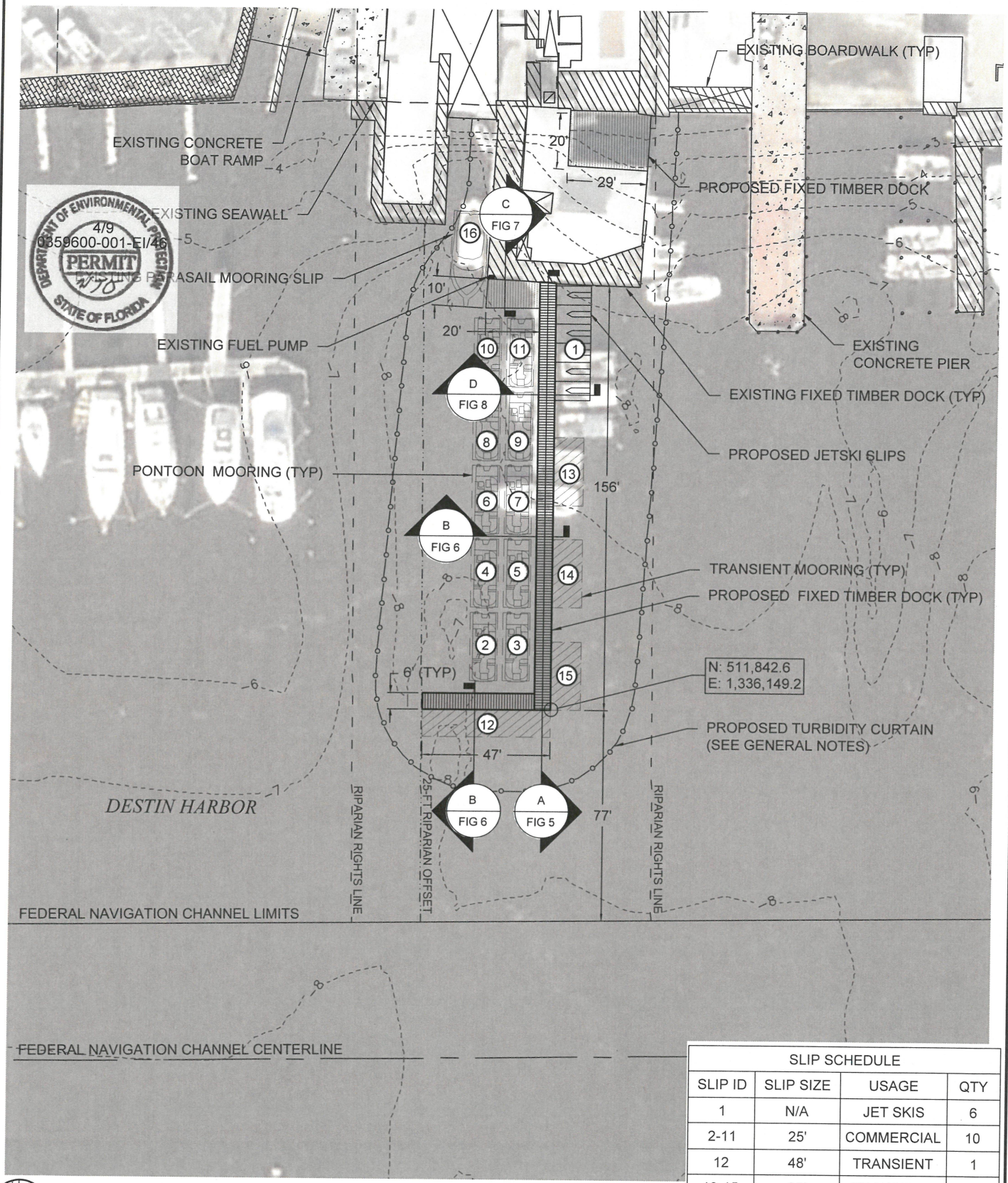
FIGURE 3
EXISTING CONDITIONS
PERRY DOCKIING FACILITY - 288D HARBOR BLVD
(PREVIOUSLY 240 HARBOR BLVD)
DESTIN, FLORIDA

PROJECT	DRAWN BY	SHEET	DATE
C2017-055	CAS/NP	3 of 9	JAN 2018

SEAL

DUNCAN GREER, P.E.#83306 DATE

PRELIMINARY DRAWINGS: THESE DRAWINGS ARE NOT IN FINAL FORM, BUT ARE BEING TRANSMITTED FOR AGENCY REVIEW.



SLIP SCHEDULE			
SLIP ID	SLIP SIZE	USAGE	QTY
1	N/A	JET SKIS	6
2-11	25'	COMMERCIAL	10
12	48'	TRANSIENT	1
13-15	25'	TRANSIENT	3
16	35'	COMMERCIAL	1

0 50' 100'

SCALE: 1" = 50'

TAYLOR ENGINEERING INC.
4300 LEGENDARY DRIVE
SUITE C246
DESTIN, FL 32541
CERTIFICATE OF AUTHORIZATION # 4815

FIGURE 4
PROPOSED SITE PLAN
PERRY DOCKIING FACILITY - 288D HARBOR BLVD
(PREVIOUSLY 240 HARBOR BLVD)
DESTIN, FLORIDA

PROJECT	DRAWN BY	SHEET	DATE
C2017-055	CAS/NP	4 of 9	JAN 2018

SEAL

DUNCAN GREER, P.E.#83306 DATE

DUNCAN GREER X:\SYS\PROJECTS\C2017-055 CLAUDE PERRY MARINA\PERMIT\SET 1\C2017-055 P-SITE PLAN.DWG 3/28/2018 12:40:33 PM

PRELIMINARY DRAWINGS: THESE DRAWINGS ARE NOT IN FINAL FORM, BUT ARE BEING TRANSMITTED FOR AGENCY REVIEW.

DEPARTMENT OF THE ARMY PERMIT

Permittee: Claude Perry
732 Harbor Blvd
Destin, Florida 32541

Permit No: SAJ-2018-01187 (SP-MDZ)

Issuing Office: U.S. Army Engineer District, Jacksonville

NOTE: The term "you" and its derivatives, as used in this permit, means the permittee or any future transferee. The term "this office" refers to the appropriate district or division office of the Corps of Engineers having jurisdiction over the permitted activity or the appropriate official of that office acting under the authority of the commanding officer.

You are authorized to perform work in accordance with the terms and conditions specified below.

Project Description: To expand an existing commercial marina. The existing marina accommodates a total of (10) ten slips. The marina expansion will increase the number of slips by (11) eleven, for a total of (21) twenty-one slips, inclusive of slips to accomodate six personal watercraft ("jetski slips"). The proposed work involves the removal of 906 square-foot timber pier and the construction of a new 1382 square-foot L-shaped timber pier in the same location. Additionally, a 580 square-foot over-water platform will be constructed adjacent to the seawall.

The work described above is to be completed in accordance with the 8 (eight) pages of drawings (Attachment 1) and 5 additional attachments affixed at the end of this permit instrument.

Project Location: The project would affect waters of the United States associated with Destin Harbor. The project site is located at Tax Parcel ID: 00-2S-22-0630-0000-07E2, at 288D Harbor Blvd, in Section 00, Township 02 South, Range 22 West, Destin, Okaloosa County, Florida.

Directions to site: Travelling from Fort Walton Beach, travel east on US-98 E/ Miracle Strip Pkwy SE. Continue on US-98 E/ Harbor Blvd. The marina is located on the right at 288D Harbor Blvd.

Approximate Central Coordinates: Latitude 30.39262°
Longitude -86.50559°

PERMIT CONDITIONS

General Conditions:

1. The time limit for completing the work authorized ends on **July 30, 2023.** If you find that you need more time to complete the authorized activity, submit your request for a time extension to this office for consideration at least one month before the above date is reached.

2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.

3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and State coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

4. If you sell the property associated with this permit, you must obtain the signature and the mailing address of the new owner in the space provided, and forward a copy of the permit to this office to validate the transfer of this authorization.

5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit. For your convenience, a copy of the certification is attached if it contains such conditions. (Attachment 2)

6. You must allow representatives from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.

Special Conditions:

1. **Reporting Address:** The Permittee shall submit all reports, notifications, documentation and correspondence required by the general and special conditions of this permit to the following address:

a. For standard mail: U.S. Army Corps of Engineers, Regulatory Division, Enforcement Section, 41 North Jefferson Street, Suite 301, Pensacola, Florida, 32502-5794.

b. For electronic mail SAJ-RD-Enforcement@usace.army.mil (not to exceed 10 MB).

c. The Permittee shall reference this permit number, SAJ-2018-01187 (SP-MDZ), on all submittals.

2. **Commencement Notification:** Within 10 days from the date of initiating the authorized work, the Permittee shall provide to the Corps a written notification of the date of commencement of work authorized by this permit.

3. **Self-Certification:** Within 60 days of completion of the authorized work or at the expiration of the construction authorization of this permit, whichever occurs first, the Permittee shall complete the attached "Self-Certification Statement of Compliance" form (Attachment 3) and submit to the Corps. In the event that the completed work deviates, in any manner, from the authorized work, the Permittee shall describe, on the Self-Certification Form, the deviations between the work authorized by the permit and the work as constructed. Please note that the description of any deviations on the Self-Certification Form does not constitute approval of any deviations by the Corps.

4. **Regulatory Agency Changes:** Should any other agency require and/or approve changes to the work authorized or obligated by this permit, the Permittee is advised a modification to this permit instrument is required prior to initiation of those changes. It is the Permittee's responsibility to request a modification of this permit from the Pensacola Permits Section. The Corps reserves the right to fully evaluate, amend, and approve or deny the request for modification of this permit.

5. **Assurance of Navigation and Maintenance:** The Permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structures or work herein authorized, or if in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the Permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

6. **Posting of Permit:** The Permittee shall have available and maintain for review a copy of this permit and approved plans at the construction site.

7. **Turbidity Barriers:** Prior to the initiation of any of the work authorized by this

permit, the Permittee shall install floating turbidity barriers with weighted skirts that extend to within 1 foot of the bottom around all work areas that are in, or adjacent to, surface waters. The turbidity barriers shall remain in place and be maintained until the authorized work has been completed and all suspended and erodible materials have been stabilized. Turbidity barriers shall be removed upon stabilization of the work area.

8. **Manatee Conditions:** The Permittee shall comply with the attached "Standard Manatee Conditions for In-Water Work – 2011".

9. **Sea Turtle and Smalltooth Sawfish Conditions**: The Permittee shall comply with the attached National Marine Fisheries Service's "Sea Turtle and Smalltooth Sawfish Construction Conditions" dated March 23, 2006, which also applies to Gulf and shortnose sturgeon.

10. **Project Design Criteria (PDCs) for In-Water Activities:** The Permittee shall comply with National Marine Fisheries Service's "PDCs for In-Water Activities" dated November 20, 2017 provided as an attachment to this permit.

11. **Daylight Hours:** All activities must be completed during daylight hours.

12. **Cultural Resources/Historic Properties:**

    a. No structure or work shall adversely affect impact or disturb properties listed in the National Register of Historic Places (NRHP) or those eligible for inclusion in the NRHP.

    b. If during the ground disturbing activities and construction work within the permit area, there are archaeological/cultural materials encountered which were not the subject of a previous cultural resources assessment survey (and which shall include, but not be limited to: pottery, modified shell, flora, fauna, human remains, ceramics, stone tools or metal implements, dugout canoes, evidence of structures or any other physical remains that could be associated with Native American cultures or early colonial or American settlement), the Permittee shall immediately stop all work and ground-disturbing activities within a 100-meter diameter of the discovery and notify the Corps within the same business day (8 hours). The Corps shall then notify the Florida State Historic Preservation Officer (SHPO) and the appropriate Tribal Historic Preservation Officer(s) (THPO(s)) to assess the significance of the discovery and devise appropriate actions.

    c. Additional cultural resources assessments may be required of the permit area in the case of unanticipated discoveries as referenced in accordance with the above Special Condition; and if deemed necessary by the SHPO, THPO(s), or Corps, in accordance with 36 CFR 800 or 33 CFR 325, Appendix C (5).

Based, on the circumstances of the discovery, equity to all parties, and considerations of the public interest, the Corps may modify, suspend or revoke the permit in accordance with 33 CFR Part 325.7. Such activity shall not resume on non-federal lands without written authorization from the SHPO for finds under his or her jurisdiction, and from the Corps.

d. In the unlikely event that unmarked human remains are identified on non-federal lands, they will be treated in accordance with Section 872.05 Florida Statutes. All work and ground disturbing activities within a 100-meter diameter of the unmarked human remains shall immediately cease and the Permittee shall immediately notify the medical examiner, Corps, and State Archeologist within the same business day (8-hours). The Corps shall then notify the appropriate SHPO and THPO(s). Based, on the circumstances of the discovery, equity to all parties, and considerations of the public interest, the Corps may modify, suspend or revoke the permit in accordance with 33 CFR Part 325.7. Such activity shall not resume without written authorization from the State Archeologist and from the Corps.

Further Information:

1. Congressional Authorities: You have been authorized to undertake the activity described above pursuant to:

(X) Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. 403).

( ) Section 404 of the Clean Water Act (33 U.S.C. 1344).

( ) Section 103 of the Marine Protection, Research and Sanctuaries Act of 1972 (33 U.S.C. 1413).

2. Limits of this authorization.

   a. This permit does not obviate the need to obtain other Federal, State, or local authorizations required by law.

   b. This permit does not grant any property rights or exclusive privileges.

   c. This permit does not authorize any injury to the property or rights of others.

   d. This permit does not authorize interference with any existing or proposed Federal projects.

3. Limits of Federal Liability. In issuing this permit, the Federal Government does not assume any liability for the following:

   a. Damages to the permitted project or uses thereof as a result of other

permitted or unpermitted activities or from natural causes.

b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest.

c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.

d. Design or construction deficiencies associated with the permitted work.

e. Damage claims associated with any future modification, suspension, or revocation of this permit.

4. Reliance on Applicant's Data: The determination of this office that issuance of this permit is not contrary to the public interest was made in reliance on the information you provided.

5. Reevaluation of Permit Decision: This office may reevaluate its decision on this permit at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following:

   a. You fail to comply with the terms and conditions of this permit.

   b. The information provided by you in support of your permit application proves to have been false, incomplete, or inaccurate (see 4 above).

   c. Significant new information surfaces which this office did not consider in reaching the original public interest decision.

   Such a reevaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 CFR 325.7 or enforcement procedures such as those contained in 33 CFR 326.4 and 326.5. The referenced enforcement procedures provide for the issuance of an administrative order requiring you comply with the terms and conditions of your permit and for the initiation of legal action where appropriate. You will be required to pay for any corrective measures ordered by this office, and if you fail to comply with such directive, this office may in certain situations (such as those specified in 33 CFR 209.170) accomplish the corrective measures by contract or otherwise and bill you for the cost.

6. Extensions: General Condition 1 establishes a time limit for the completion of the activity authorized by this permit. Unless there are circumstances requiring either a prompt completion of the authorized activity or a reevaluation of the public interest decision, the Corps will normally give favorable consideration to a request for an extension of this time limit.

Your signature below, as permittee, indicates that you accept and agree to comply with the terms and conditions of this permit.

(PERMITTEE) 8/22/18 (DATE)

Claude Perry
(PERMITTEE NAME-PRINTED)

This permit becomes effective when the Federal official, designated to act for the Secretary of the Army, has signed below.

for Shayne Hayes 27 Aug 2018
(DISTRICT ENGINEER) (DATE)
Jason A. Kirk,
Colonel, U.S. Army
District Commander

When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. **To validate the *transfer* of this permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below.**

_____ _____

(TRANSFEREE-SIGNATURE) (DATE)

_____

(NAME-PRINTED)

_____

(ADDRESS)

_____

(CITY, STATE, AND ZIP CODE)

Attachments to Department of the Army Permit Number SAJ-2018-01187

1. PERMIT DRAWINGS: Dated July 30, 2018 (8 pages)

2. WATER QUALITY CERTIFICATION: Specific Conditions of the water quality permit/certification in accordance with General Condition number 5 on page 2 of this DA permit. (19 pages)

3. SELF-CERTIFICATION FORM: (1 page)

4. STANDARD MANATEE CONDITIONS: *Standard Manatee Conditions for In-Water Work – 2013* (1 page)

5. SEA TURTLE AND SMALLTOOTH SAWFISH CONSTRUCTION CONDITIONS: *Sea Turtle and Smalltooth Sawfish Construction Conditions, revised March 23, 2006* (which apply to Gulf sturgeon) (1 page)

6. JAXBO PDCs FOR IN-WATER ACTIVITIES:*PDCs for In-Water Activities dated November 20, 2017* (3 pages)

MINUTES
HARBOR AND WATERWAYS BOARD MEETING
DESTIN CITY HALL 5:00 P.M. – NOVEMBER 26, 2018

1. CALL TO ORDER:

Chairman Trammell called the Destin Harbor and Waterways Board meeting to order at approximately 5:00 p.m. on Monday, November 26, 2018 at Destin City Hall.

2. ROLL CALL:

Member Present:	**Staff:**
Matt Trammell	Kim Montgomery, Deputy City Clerk
Casey Jones	Dawn McDonald, Planner
Guy Tadlock	Kyle Bauman, City Attorney Associate
Richard Hoey	
Mark Meyer	
Jim Green	
Bill McKissick	

3. APPROVAL OF MINUTES:

- **October 29, 2018**

Board member Tadlock motioned to approval of the October 29th as written with Board member Jones providing the second; the motion passes with a 7-0 vote.

4. PUBLIC COMMENT:

The Chairman asked the audience for any public comment. No one came forward to speak.

5. OLD BUSINESS:

- **821 Cross Street – Stan Shipp, owner – Richard Shermann, Authorized Representative**

Ms. McDonald informed the members that this is an after-the-fact permit approval process and added that the applicant is not present because staff is requesting that this be continued to the next meeting. She also informed the board that there are citizens present that would like to make comment on this request.

Mr. Mike Buckingham – 510 Calhoun Avenue asked the members to extend this request for an additional 30-days as he has not had enough time to review the applicants project.

Mr. Rick Moore – 425 Calhoun Avenue stated that he is concerned about the boat ramp part of the request and asked about the notification process in regards to neighboring homes in the general vicinity of the property. According to Ms. McDonald; staff is only required to notify the adjacent property owners on either side of the property.

The Chairman spoke of being concerned regarding compliance issues associated with this address and asked if staff would be prepared to address those concerns if it's brought back in January. According

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to the City Attorney, there will be an investigation to ensure that the property is in compliance with the Codes and he feels that bringing back to the January meeting is necessary to gather all the facts.

On a motion by Board member Hoey, seconded by Board member Myer; the members voted 6-0 to table hearing the request at 821 Cross Street/Stan Shipp until such time that they can determine specifics on this particular case.

6. NEW BUSINESS:

A. 288D Harbor Blvd., Claude Perry Enterprises, LLC. Property Owner; Duncan Greer, Taylor Engineering, Authorized Agent. The request, located at 288D Harbor Blvd. by Claude Perry Enterprises, LLC. to reconfigure the existing marina from 10 slips to 16 slips; which includes the construction of one (1) 29' x 20' marginal dock, one (1) 20' x 10' dock, one (1) 150' X 6' access pier; and (1) 47' X 6' terminal platform. The existing fixed timber dock area is 2,539 sq. ft., with 906 sq. ft. to be demolished and 1,108 sq. ft. of new fixed timber dock area to be constructed on the site. Total project footprint is proposed at ±3,647 square feet

Ms. McDonald explained to the members that this request is a commercial proposal to reconfigure an existing marina on Destin Harbor and briefly provided the details of the construction and that it meets the requirements of 11.05.09 (B) of the Marina Siting Code.

Chairman Trammell clarified for the members of the Board that the applicant qualifies for the exemptions that are in the Code since he meets the required criteria by providing a water taxi slip, slips for fare carrying vessels, as well as providing public access slips. He pointed out that his project also meets the minimum 200-feet off shore of the existing bulkhead and mean high waterline, and the offset of the navigational channel requirements.

The City Attorney informed the members that this request is Quasi-Judicial in nature and asked the Deputy to swear in all witnesses that will be providing testimony if necessary.

The following people were sworn in to provide testimony:
Mr. Duncan Greer – Taylor Engineering and Authorized Agent

Mr. Greer pointed out that the primary focus for both properties is the public benefit that the public slips will provide for temporary or transient public mooring. He explained in regards to the percentages of benefits; in the code, there is a minimum of 10% public-fare carrying which would be three slips and Mr. Perry is providing seven; a minimum 10% is transient and 50% of those are public; as well as the requirement for a water taxi. He explained further that they have an existing parasail slip and an addition of one transient public mooring slip and a total addition of at least five (5) commercial slips for rentals; which adds up to a total of 25% transient/public slips which are 100% public and that any of those slips at any time can be used for water taxis.

The Chairman asked Mr. Greer to explain how the State defines transient slips. According to Mr. Greer, the state defines transient slips as a place where mooring can occur for a temporary period and specifically not overnight or permanent mooring.

The Chairman mentioned that in order for Mr. Perry to meet the Code, he would have to rent a slip to another parasail type business. However, he is proposing to have three (3) additional public slips. And asked the Board if they would like to recommend that he go with what they're proposing to give more benefit to the public or stick with the Code. Reminding that Mr. Perry would need to have two parasail boats in two of the slips.

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The City Attorney advised they should let the City Council know their thoughts on whether they want public fare carrying vessel slips to be included or not. Also, he would make sure Council is aware of their wishes since this request has to be conducted as another QJ at their level.

The Chairman asked Ms. McDonald is it staff's opinion that the request meets the requirements of the Code. There was a lengthy discussion regarding the requirements of fare carrying vessels and the requirements of the State and the city. Mr. Greer pointed out that they meet all of the regulatory requirements of the permits issued by State. Ms. McDonald stated that the Code is confusing at best and referred to the City Attorney for guidance.

The City Attorney, explained the #5 exception talks about a minimum of 10% of slips set aside for fare carrying boats, which can be a number of things i.e. a water taxi, a parasail boat, or a charter boat. However, at the end of the paragraph, it states, "A loading and unloading area or slip must be reserved by use of a water taxi and this area of the slip must be clearly marked by a sign saying it is reserved for a water taxi. Pointing out that makes it seem as if you also need a slip for water taxi but that could be included in fare carrying vessel requirement.

Mr. Greer informed the members that they will have "Water Taxi Pickup" or "Loading Area" signage within the four designated transient slips.

Board member Jones asked if there would be a pump out station provided for the public. According to Mr. Greer, because of the size of the vessels for these types of slips; which are 25-foot vessels; a pump out is not necessarily needed and not their intention at this time. The Chairman clarified that restroom facilities are available upland.

Motion by Board member Green, seconded by Board member Tadlock; the Board voted 6-0 to recommend City Council approve the request at 288D Harbor Blvd. by Claude Perry Enterprises, LLC. to reconfigure the existing marina from 10 slips to 16 slips; which includes the construction of one (1) 29' x 20' marginal dock, one (1) 20' x 10' dock, one (1) 150' X 6' access pier; and (1) 47' X 6' terminal platform. The existing fixed timber dock area is 2,539 sq. ft., with 906 sq. ft. to be demolished and 1,108 sq. ft. of new fixed timber dock area to be constructed on the site. Total project footprint is proposed at ±3,647 square feet. Chairman Trammell recused himself from voting.

B. 302 Harbor Blvd., Claude Perry Enterprises, LLC. Property Owner; Duncan Greer, Taylor Engineering, Authorized Agent to improve public slips available in the harbor by reconfiguring the existing marina in Destin Harbor from 12 slips to 25 slips. The project includes construction of (1) 1,302-sq.-ft., L-shaped pier (147') with (4) four finger piers; (1) 942-sq.-ft. T-shaped pier (129'); and (1) 915-sq.ft. board walk surrounding an existing concrete pier. Total project footprint is proposed at ±6,059 square feet.

The City Attorney informed the members that this request is also Quasi-Judicial in nature.

Ms. McDonald explained the request and stated the following have been obtained

- Submerged land lease is in place
- Approval from the ACOE – stating the length of the dock and pilings will not create a risk to navigation
- Only applies to properties with non-residential uses or commercial uses
- The length of the requested dock meets the code
- The riparian set back of 25-feet has been met

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- No objection from adjacent property owners have been expressed

Mr. Greer explained that the same conditions exist as on the previous property. He explained that this property has a zero net increase on the existing commercial slips and is all additional public slips are transient and there is one specifically called out for a water taxi slip. He explained in the breakdown, 70% of the slips in this request are transient/public slips. He also explained that there is a slip on the far eastern side, number 25 that is specifically for fare carrying vessel

Board member Jones asked if there would be a pump out station provided for the public for this request. According to Mr. Greer, the same answer for this request applies because of the size of the vessels for these types of slips; which are 25-foot vessel; a pump out is not necessarily needed and not the intention at this time. The Chairman clarified that restroom facilities are available upland. Board member Jones then asked if the applicant plans to fill the slips with pontoon boats. According to Mr. Perry, they have the exact number of pontoon boats now as they did 5-years ago and do not intend to change that number.

Board member Meyers asked Mr. Perry who is in slip #25. According to Mr. Perry, the lease holder is the Tiki. Mr. Perry also pointed out that the water taxi's never tie up in the slips. All they do is come in, drop the people off; pick people up and leave again.

Both the Chairman and Board member Jones thanked Mr. Perry for his project exclaiming it will be a huge benefit to the harbor

Motion by Board member Green, seconded by Board member Tadlock; the Board voted 6-0 to recommend City Council approve the request as designed to improve public slips available in the harbor by reconfiguring the existing marina in Destin Harbor from 12 slips to 25 slips. The project includes construction of (1) 1,302-sq.-ft., L-shaped pier (147') with (4) four finger piers; (1) 942-sq.-ft. T-shaped pier (129'); and (1) 915-sq.ft. board walk surrounding an existing concrete pier. Total project footprint is proposed at ±6,059 square feet. Chairman Trammell recused himself from voting due to the conflict that his company he works for was the engineering firm for the project.

7. Discussion/Board member Reports:

- **Harbor Master and/or Assistant**

According to Ms. McDonald, this was a late item added to the agenda by request of Board member Meyer.

According to Mr. Meyer, he feels this is important and a need for the harbor. He suggested having a volunteer Harbor Master. That way there wouldn't be struggle to burden the city with an additional paid position. He also suggested that this board could help oversee the position and asked the City Attorney if that could be a possibility. He spoke of needing an older person with the experience and possibly someone younger to do all the leg work; and suggested having the people willing to volunteer to come before this board first for an informal interview process before going forward.

In discussions, Board member Hoey asked what kind of work he expected them to do. According to Board member Myers, it would be anything that is needed in the Harbor outside or Law Enforcement. He spoke of having someone who is down there during the day that can help keep an eye on everything and report to the city any issues that need to be taken care of that could potentially go on for some time, if not reported.

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The Chairman spoke of Ms. McDonald's suggestion of having a volunteer to go out and take water samples in areas of the harbor as well as possibly someone from Code Enforcement that would be able to go to the different projects that are being built on the harbor to inspect them to ensure that they are being built to the specifications of the permit that was issued. He spoke of how a few months back, he presented issues of concern to Council that this Board feels needs to be addressed. He also reminded them that they are required to make their yearly report to Council in March and how that report allows Council time to work into the budget anything that they want to fund. Pointing out that they can't just go to Council and ask them to hire a Harbor Master but they can work on a job description for one.

Board member Hoey spoke of how he feels that the NPEB funds should be dedicated to hiring someone that can focus on water quality issues, Code Enforcement issues, pump-outs, derelict vessels issues, etc. in the harbor.

- **Harbor Pump Operation**

Ms. McDonald explained that she spoke with Mr. Pietenpol, the Interim Public Services Director and he informed her that currently the pump is not in operation at this time. The Chairman asked Board member Tadlock to keep in touch with Mr. Pietenpol about the pump not being in operation and mentioned how the last time it was off for an extended period of time and it didn't turn back on when they needed it to. He feels that it should be turned on at least once a month to ensure that it doesn't seize up.

Board member Tadlock spoke of how the last city engineer was investigating options for the pump such as gearing it down to not pump out so much volumes of water but allowing it to run for longer periods of time.

The members discussed the importance of keeping the harbor water healthy especially in the eastern end near Sandpiper Cove as well as options to keep the pump properly maintained so that it will stay running smoothly and reducing cavitation; which causes damage to the pump. The chairman pointed out that if the harbor could ever get dredged and have 40-50k yards of sand removed, it would allow for about 5% more flushing capacity on a daily basis in the harbor.

- **Board member Comments/Concerns**

- Board member Green spoke of how he appreciates being welcomed to the Board and looks forward to helping out in the future.

- Board member Tadlock asked if they might have a chance to look at the Marina Siting Code to provide some insight into it. According to the City Attorney he will speak with the Land Use Attorney and most likely will be brought before them next year.

- Board member McKissick thanked the opportunity to serve on the Board as well and spoke of how Mr. Perry's project will open up a lot of opportunities for people to be able to get to the restaurants by boat.

- The Chairman asked Ms. McDonald to email them all the presentation he presented to Council that he spoke of earlier as well as asked the members to think about harbor problems and solutions to discuss prior to the March timeline. He also mentioned setting the next meeting date.

Motion by Board member Green, seconded by Board member Jones, the member voted 7-0 to set the next meeting date to January 28, 2019.

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With there being no further discussion, the meeting adjourned at 6:05 p.m.

Adopted and approved this _____ day of _____ 2018.

_____ _____

Matt Trammell, Chairman Kim Montgomery, Deputy City Clerk

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ITEM # _____

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: January 7, 2019
TYPE OF AGENDA ITEM: Public Hearings

TO: Mayor and City Council

THRU: Lance Johnson, City Manager

THRU: Kyle Bauman, City Attorney

FROM:

DATE: January 2, 2019

SUBJECT: Marine Construction at 288D & 302 Harbor Boulevard

I. I. **BACKGROUND:** Authorized representative Taylor Engineering submitted two Harbor & Waterways Board applications on behalf of Claude Perry Enterprises, LLC, for marine construction at two separate locations: 288D Harbor Boulevard and 302 Harbor Boulevard. The project at 288D Harbor Boulevard proposes 15 slips (11 commercial slips and 4 transient mooring slips) and the project at 302 Harbor Boulevard proposes 25 slips (7 commercial slips; 17 public transient mooring slips; and 1 water taxi slip). These proposals are expansions of existing non-residential docks.

II. DISCUSSION: Section 11.05.01, Land Development Code, by its own terms, "establishes and regulates procedures and standards by which the City controls and regulates development, construction and activities within the contiguous Harbor and waterways of Destin." The subsections to 11.05.01 contain a list of "prohibitions" and other requirements that proposed docks and other construction activities taking place in the Harbor and waterways must meet. There are a total of 26 requirements found in 11.05.01, both of the subject docks meet 25 out of the 26 requirements, and the City received no objection from adjacent landowners. However, the proposed docks arguably fail to meet Subsection (N). Subsection (N) states that, "no dock shall be constructed or modified such that slip density exceeds one slip per eight lineal feet of waterfront footage…"

Section 11.05.09, Land Development Code, contains exceptions to the prohibitions found in 11.05.01 for properties located in the South Harbor Mixed Use zoning district. The exception pertinent to this analysis is subsection 11.05.09.B.5. This subsection states:

> Properties located in the South Harbor Mixed Use zoning district that propose development under Tier 1 or 2 development standards are exempt from the provisions prescribed in paragraphs F, G, M and N of Section 11.05.01 provided they meet all the following criteria:
>
> 1. An approved submerged land lease from FDEP is submitted.
> 2. An approval from the Army Corps of Engineers stating that the length of the docks and piling will not create a risk to navigation is submitted.
> 3. This provision only applies to properties with only non-residential uses and mixes uses that contain non-residential uses and short-term residential uses.

4. This provision does not apply to developments that contain long-term residential uses.
5. A minimum ten percent of the total number of the slips in the project are set aside for fare carrying boats and that another minimum ten percent of the total slips are set aside for transient boats that are open to the public (to promote non-automobile travel). "Project" as used herein shall mean the entire number of slips tied to the uplands and not the total number of slips past 200 feet from the uplands. A minimum of 50 percent of the transient slips must be reserved for non-rental users. The remainder of the total ten percent may be reserved for short-term rental users. A loading and unloading area or slip must be reserved for use by a water taxi. This area or slip must be clearly marked by signage stating that it is reserved for the water taxi.
6. For Tier 1 developments, all the requirements listed in Section 7.09.03.F.7 must be met.

Claude Perry Enterprises, LLC, ("Perry Enterprises") owns both adjacent upland properties located at 288D Harbor Boulevard and 302 Harbor Boulevard. South Harbor Mixed Use is the zoning designation for both properties. Taylor Engineering, on behalf of Perry Enterprises, submitted two non-residential dock applications to the Harbor and Waterways Board (the "H&W Board"). The H&W Board considered and unanimously voted to approve both at their November meeting. Both proposed docks have also been approved by all required authorities besides the City, including FDEP and the Army Corp of Engineers.

At the 288D Harbor Boulevard Property (the "288D Property"), Perry Enterprises proposes to expand its existing docking facility from 9 total slips (5 commercial, 3 public transient mooring, 1 parasail mooring) plus one jetski dock to 15 total slips (10 commercial, 4 public transient mooring, and 1 parasail mooring) plus one jetski dock. Essentially, then, Perry Enterprises proposes adding 5 additional commercial slips and 1 additional transient mooring slip to the 288D Property.

At the adjacent 302 Harbor Boulevard Property (the "302 Property), Perry Enterprises proposes to expand its existing docking facility from 12 total slips (7 commercial, 5 public transient mooring) to 25 total slips (7 commercial, 17 public transient mooring, and 1 water taxi). Essentially, then, Perry Enterprises proposes adding 0 additional commercial slips, 12 additional public transient mooring slips, and 1 water taxi slip to the 302 Property.

Between both properties, Perry Enterprises proposes to add 5 additional commercial slips, 13 additional public transient mooring slips, and 1 water taxi slip to its existing non-residential docks.

The 288D Property consists of 110 linear feet of waterfront. The 302 Property consists of 150 linear feet of waterfront. Section 11.05.01(N), allows 1 slip per 8 linear feet. This calculation allows for 13.75 slips at the 288D Property and 18.75 slips at the 302 Property. Both proposed docks exceed this allotment, at 15 proposed slips and 25 proposed slips, respectively. However, both proposed docks substantially comply with the exception to Section 11.05.01(N), found in Section 11.05.09(b)(5).

Subsection (1) is satisfied for both properties since Perry Enterprises submitted FDEP approvals with their applications. Subsection (2) is satisfied in the Army Corp approvals Perry Enterprises submitted with both applications. Subsection (3) is satisfied because both properties are non-residential. Subsection (4) is satisfied because no long term residential use is associated with either property. Subsection (6) is inapplicable.

This leaves only Subsection (5), which is slightly more complicated and must be broken down into three parts. The first part of Subsection (5) requires that a minimum of 10% of the total slips be set aside for public transient mooring. This requirement is intended to benefit the

public and both properties far exceed this requirement. 26.66% of the 288D Property is set aside for public transient mooring. 68% of the 302 Property is set aside for public transient mooring. Between the docks at both properties, 21 out of 40 total slips are available for public transient mooring (52.5%). This represents a nearly 10% increase from the existing 9 out of 21 total slips which are available for public transient mooring (42.86%). Therefore, the first, public interest based requirement is overwhelmingly satisfied.

The second requirement found in Subsection (5) is somewhat ambiguous—it requires that 10% of total slips be set aside for "fare carrying boats." Although "fare carrying *boats*" is not a defined term in the code, the 2017 Comprehensive Plan's glossary defines "fare carrying *vessels*" as "[v]essels used for the following activities that are available to the public for hire: party fishing boats, sightseeing (e.g., dolphin, sunset, dinner cruises, etc.), sailing, parasailing and diving/snorkeling. Fare Carrying Vessels shall not include Personal Watercraft or Rental Watercraft which are separately defined." The most reasonable interpretation of the LDC would apply the Comprehensive Plan's definition of "fare carrying vessel" to Subsection (5)'s use of the term "fare carrying boat." It is clearly a broad term and includes most types of commercial boating vessels. It is unclear whether traditional pontoon rental boats are included as "fare carrying vessels" under this definition, although the generally accepted dictionary definition would not include rental pontoon boats as fare carrying vessels.

When this definition is applied to the 288D Property, the proposed dock contains at least 1 slip set aside for fare carrying boats (the parasail mooring slip). This amounts to 6.66% of the total slips, slightly below the 10% threshold. When the definition is applied to the 302 Property, the proposed dock contains at least 1 slip set aside for fare carrying boats. This amounts to 4% of the total slips, below the 10% threshold. In total between the two properties, at least 2 of the 40 proposed slips are set aside for fare carrying boats (5%). To reach the minimum requirements, if considered separately, 2 total slips would need to be set aside at the 288D Property and 3 total slips would need to be set aside at the 302 Property to reach the threshold described in Subsection (5).

Perry Enterprises could accomplish this by shifting slips from the "public transient mooring" designation to the "fare carrying vessel" designation, however, this would result in a decreased benefit to the general public and would allow Perry Enterprises to rent out 3 additional slips for profit.

The third requirement found in Subsection (5) requires that at least one slip or area be set aside for a water taxi. The 302 Property contains a slip set aside for a water taxi. The 288D Property does not contain a slip set aside for a water taxi and it is unclear whether there is an area set aside for a water taxi. The dock located on the 288D Property, is, however, less than 100 feet away from the 302 Property's dock and the two docks are connected by a boardwalk. This set up is arguably compliant with Subsection (5). Nevertheless, to ensure compliance, Perry Enterprises could alter its proposed dock at the 288D Property by removing a "public transient mooring" slip and designating that slip as the "water taxi" slip. Again, however, this would decrease the public's benefit by taking away a much needed "public transient mooring" slip.

In sum, strict application of the second and third requirements of Subsection (5) to these facts result in an abnormal outcome where the public's interest is compromised in favor of the property owner's commercial interests. This outcome is highly abnormal and unusual since one of the primary public benefits and purposes of the Land Development Code is ensuring that the public benefits from future development. Because the interests of the public do not necessarily align with a strict application of the Land Development Code when applied to these facts, the City Council may choose to balance the public interest against the owner's commercial interest. Given that Perry Enterprises is voluntarily forfeiting some of its commercial interests in favor of the public in these instances, the City Council could choose to exercise the discretion afforded to it

under its police powers to approve the dock applications. Alternatively, the City Council could opt to ensure strict adherence to the Land Development Code and require Perry Enterprises to redesignate some of its "public transient mooring" slips in a manner which ensures financial gain for Perry Enterprises to the detriment of the public.

A. Link to Strategic Goals /Objectives:

I. Enhance Quality of Life
II. Improve Public Use of Beach, Waterways and Harbor
III. Enhance and Preserve Heritage and Environment

B. Effect on Budget (EOB): There is no staff requirement for this project.

C. Level of Service (LOS): The City of Destin shall not incur any expense or revenue as a result of this project.

III. CONCLUSION: The applications have been reviewed and approved by the Florida Department of Environmental Protection (FDEP), the U.S. Army Corps of Engineers, City staff, and the City of Destin Harbor and Waterways Board. City staff reviewed the application and determined that the plans comply with City Codes and regulations. At the November 26, 2018, Destin Harbor and Waterways Board meeting, the Board unanimously recommended the City Council approve the application. Although the docks adhere to the vast majority of the Land Development Code's requirements, both docks only arguably comply with the Section 11.05.01(N). However, since strict of application of the Code to these facts results in a detriment to the public, the City Council is within its discretion to loosely apply the Code in a manner which maximizes benefit to the public.

IV. RECOMMENDED MOTION: Move to approve the applications for marine construction at 288D Harbor Boulevard and 302 Harbor Boulevard by exercising the City's police powers in a manner which maximizes the public's benefit.

Attachments:
288 D Harbor Boulevard Harbor Board Application
302 Harbor Boulevard Harbor Board Application

City of Destin

Community Development Department

Planning & Zoning Division

City of Destin Annex
4100 Indian Bayou Trail
Destin, Florida 32541
Phone (850) 837-4242 • Fax (850) 460-2171
planning@cityofdestin.com

APPLICATION for HARBOR BOARD

Harbor Board meets the 4th Monday, all applications must be submitted at least 2 weeks prior.

Description of work: PERRY DOCKIING FACILITY - 302 HARBOR BLVD

1. **APPLICANT INFORMATION:**

   Name: CLAUDE F. PERRY SR.

   Mailing Address: 732 HARBOR BLVD DESTIN FL, 32541

   Phone: (850)865-1063 Fax: (850) 837-3691

   Email: KMERGLER@GMAIL.COM

2. **PROPERTY TO BE REVIEWED:**

   Street Address: 302 HARBOR BLVD DESTIN, FL 32541

   Parcel ID #: 00-2S-22-0630-0000-07D1

3. **FEE:** **$40.00 Residential**
   $80.00 Commercial

   Cash, Check, MasterCard or Visa
   Marine Applications, Fees & Letters per FY2017 Schedule of Fees, adopted 02/21/17, effective 02/22/17.

   Must be paid when submitting application.

4. **ADDITIONAL DOCUMENTATION REQUIRED:**

   a. Complete detailed drawings and site plan.

   b. Adjacent property owner mailing information.

   State and Federal permits required prior to submission for Harbor Board approval.

APPLICANT'S SIGNATURE: _____ DATE: 9/13/18

Florida Department of Environmental Protection

160 W. Government Street, Suite 308
Pensacola, Florida 32502-5740

Rick Scott
Governor

Carlos Lopez-Cantera
Lt. Governor

Noah Valenstein
Secretary

Permittee/Authorized Entity:
Claude Perry
732 Harbor Boulevard
Destin, Florida 32541, Okaloosa County

Claude Perry dock modification

Authorized Agent:
Duncan Greer
Taylor Engineering, Inc.
4300 Legendary Drive, Suite C246
Destin, Florida 32541
dgreer@taylorengineering.com

RECEIVED
SEP 13 2018
Community Development

Environmental Resource Permit
State-owned Submerged Lands Authorization – Granted Pending Document Execution

U.S. Army Corps of Engineers Authorization – Separate Corps Authorization Required

Okaloosa County
Permit No.: 0177410-003-EI/46
Lease File No.: 460023931

Permit Issuance Date: July 31, 2018
Permit Construction Phase Expiration Date: July 31, 2023

Consolidated Environmental Resource Permit and Sovereignty Submerged Lands Authorization

Permittee/Grantee: Claude Perry
Permit No: 0177410-003-EI/46

PROJECT LOCATION

The activities authorized by this permit and sovereignty submerged lands authorization are located at 302 Harbor Boulevard, parcel ID number 00-2S-22-0630-0000-07D1, Destin, Florida 32541, in Section 00, Township 2 South, Range 22 West in Okaloosa County, at 30°23′33.17″ North Latitude, -86°30′18.17″ West Longitude.

PROJECT DESCRIPTION

The permittee is authorized to construct two docks that extend from existing structures, and a boardwalk along the shoreline, within the landward extent of Destin Harbor aka Old Pass Lagoon, a Class III Florida Waterbody, Prohibited Shellfish Harvesting Area. Those activities include the construction and use of a commercial dock serving 15 vessels, 1 transient water taxi slip, and approximately 364 linear feet of public transient mooring area, comprising 6,059 square feet of structure and 25,484 square feet of preemption of state-owned sovereignty submerged lands. Authorized activities are depicted on the attached exhibits.

Dock
Existing 3,325 square feet
Proposed additional 2,734 square feet
Total: 6,059 square feet

Sovereign submerged land lease
Existing 11,030 square feet
Proposed additional 14,454 square feet
Total: 25,484 square feet

AUTHORIZATIONS

Claude Perry dock – 302 Harbor Blvd.

Environmental Resource Permit

The Department has determined that the activity qualifies for an Environmental Resource Permit. Therefore, the Environmental Resource Permit is hereby granted, pursuant to Part IV of Chapter 373, Florida Statutes (F.S.), and Chapter 62-330, Florida Administrative Code (F.A.C.).

Sovereignty Submerged Lands Authorization

The activity is located on sovereignty submerged lands owned by the State of Florida. It therefore also requires authorization from the Board of Trustees of the Internal Improvement Trust Fund (Board of Trustees), pursuant to Article X, Section 11 of the Florida Constitution, and Section 253.77, F.S. As staff to the Board of Trustees, the Department has reviewed the activity described above, and has determined that the appropriate form of proprietary authorization is a lease. Based on the information submitted, we have begun processing your application to modify your sovereign submerged lands lease 460023931. Please contact Diana Athnos at (850) 595-0557 for additional information.

The final documents required to execute the lease modification will be sent to the grantee by the Department's Division of State Lands for execution. The Department intends to issue the lease, upon satisfactory execution of those documents, including payment of required fees and compliance with the conditions in the attached permit. **You may not begin construction of the activities described until you receive a copy of the executed lease from the Department.**

Federal Authorization
Your proposed activity as outlined on your application and attached drawings **does not qualify** for Federal authorization pursuant to the State Programmatic General Permit and a **SEPARATE permit** or authorization **Shall be required** from the Corps. A copy of your permit application has been forwarded to the Corps for their review. The Corps will issue their authorization directly to you or contact you if additional information is needed. If you have not heard from the Corps within 30 days from the date your application was received at the local FDEP Office, contact the Corps for status and further information. **Failure to obtain Corps authorization prior to construction could subject you to federal enforcement action by that agency.**

Authority for review - an agreement with the USACOE entitled "Coordination Agreement Between the U. S. Army Corps of Engineers (Jacksonville District) and the Florida Department of Environmental Protection, or Duly Authorized Designee, State Programmatic General Permit", Section 10 of the Rivers and Harbor Act of 1899, and Section 404 of the Clean Water Act.

Coastal Zone Management
Issuance of this authorization also constitutes a finding of consistency with Florida's Coastal Zone Management Program, as required by Section 307 of the Coastal Zone Management Act.

Water Quality Certification
This permit also constitutes a water quality certification under Section 401 of the Clean Water Act, 33 U.S.C. 1341.

Other Authorizations
You are advised that authorizations or permits for this activity may be required by other federal, state, regional, or local entities including but not limited to local governments or municipalities. This permit does not relieve you from the requirements to obtain all other required permits or authorizations.

The activity described may be conducted only in accordance with the terms, conditions and attachments contained in this document. Issuance and granting of the permit and authorizations herein do not infer, nor guarantee, nor imply that future permits, authorizations, or modifications will be granted by the Department.

PERMIT CONDITIONS
The activities described must be conducted in accordance with:

- **The Specific Conditions**
- **The General Conditions**
- **The limits, conditions and locations of work shown in the attached drawings**
- **The term limits of this authorization**

You are advised to read and understand these conditions and drawings prior to beginning the authorized activities, and to ensure the work is conducted in conformance with all the terms, conditions, and drawings herein. If you are using a contractor, the contractor also should read and understand these conditions and drawings prior to beginning any activity. Failure to comply with these conditions, including any mitigation requirements, shall be grounds for the Department to revoke the permit and authorization and to take appropriate enforcement action. Operation of the facility is not authorized except when determined to be in conformance with all applicable rules and this permit and sovereignty submerged lands authorization, as described.

SPECIFIC CONDITIONS - PRIOR TO ANY CONSTRUCTION

1. If the approved permit drawings and/or narrative conflict with the specific conditions, then the specific conditions shall prevail.

2. Prior to the initiation of any work authorized by this permit, floating turbidity screens with weighted skirts that extend to within 1 ft. of the bottom shall be placed around the active construction areas of the site. The screens shall be maintained and shall remain in place for the duration of the project construction to ensure that turbidity levels outside the construction area do not exceed 29 NTU's above background levels. The permittee shall be responsible for ensuring that turbidity control devices are inspected daily and maintained in good working order so that there are no violations of state water quality standards outside of the turbidity screens.

3. The following measures shall be taken by the permittee whenever turbidity levels within waters of the State surrounding the project site exceed 29 NTU's above background:

a. Immediately cease all work contributing to the water quality violation.

b. Modify the work procedures that were responsible for the violation, and install more turbidity containment devices and repair any non-functioning turbidity containment devices.

c. Notify the Department of Environmental Protection, Submerged Lands & Environmental Resources Program, Compliance and Enforcement Section, Northwest District Office, 160 W Government Street, Pensacola, Florida 32502-5794, in writing or by telephone at (850)595-8300 within 24 hours of the time the violation is first detected.

SPECIFIC CONDITIONS – CONSTRUCTION ACTIVITIES

4. There shall be no stock piling of tools, materials, (i.e., lumber, pilings, riprap, and debris) within wetlands, along the shoreline within the littoral zone, or elsewhere within waters/waters of the state.

5. All cleared vegetation, excess lumber, scrap wood, trash, garbage and any other type of debris shall be removed from wetlands/waters of the state within 14 days of completion of the work authorized in this permit.

6. Construction equipment shall not be repaired or refueled in wetlands or elsewhere within waters of the state.

7. All watercraft associated with the construction of the permitted structure shall only operate within waters of sufficient depth so as to preclude bottom scouring and prop dredging.

8. This permit does not authorize the construction of any additional structures not illustrated on the permit drawings. Examples of additional structures include but are not limited to walkways, awnings, enclosed sides and covers over slip areas, finger piers, step-down stairs, storage closets and decking.

SPECIFIC CONDITIONS – OPERATION AND MAINTENANCE ACTIVITIES

9. Overboard discharges of trash, human or animal waste, or fuel shall not occur at the dock.

10. There shall be a minimum 12-inch clearance between the deepest draft of the vessel (with the motor in the down position) and the bottom of the waterbody at mean low water so as to preclude bottom scouring or prop dredging.

SPECIFIC CONDITIONS – ADMINISTRATIVE/EMERGENCIES

11. The construction phase expires at 11:59 p.m. on the date indicated on the cover page of this permit.

12. For emergencies involving a serious threat to the public health, safety, welfare, or environment, the emergency telephone contact number is (800) 320-0519 (State Warning Point). The Department telephone number for reporting nonthreatening problems or system malfunctions is (850) 595-0663, day or night.

GENERAL CONDITIONS FOR INDIVIDUAL PERMITS

The following general conditions are binding on all individual permits issued under chapter 62-330, F.A.C., except where the conditions are not applicable to the authorized activity, or where the conditions must be modified to accommodate project-specific conditions.

1. All activities shall be implemented following the plans, specifications and performance criteria approved by this permit. Any deviations must be authorized in a permit modification in accordance with Rule 62-330.315, F.A.C. Any deviations that are not so authorized may subject the permittee to enforcement action and revocation of the permit under Chapter 373, F.S.

2. A complete copy of this permit shall be kept at the work site of the permitted activity during the construction phase, and shall be available for review at the work site upon request by the Agency staff. The permittee shall require the contractor to review the complete permit prior to beginning construction.

3. Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance-based erosion and sediment control best management practices shall be installed immediately prior to, and be maintained during and after construction as needed, to prevent adverse impacts to the water resources and adjacent lands. Such practices shall be in accordance with the *State of Florida Erosion and Sediment Control Designer and Reviewer Manual (Florida Department of Environmental Protection and Florida Department of Transportation June 2007)*, and the *Florida Stormwater Erosion and Sedimentation Control Inspector's Manual (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008)*, which are both incorporated by reference in subparagraph 62-330.050(9)(b)5., F.A.C., unless a project-specific erosion and sediment control plan is approved or other water quality control measures are required as part of the permit.

4. At least 48 hours prior to beginning the authorized activities, the permittee shall submit to the Agency a fully executed Form 62-330.350(1), "Construction Commencement Notice," [October 1, 2013], which is incorporated by reference in paragraph 62-330.350(1)(d), F.A.C., indicating the expected start and completion dates. A copy of this form may be obtained from the Agency, as described in subsection 62-330.010(5), F.A.C. If available, an Agency website that fulfills this notification requirement may be used in lieu of the form.

5. Unless the permit is transferred under Rule 62-330.340, F.A.C., or transferred to an operating entity under Rule 62-330.310, F.A.C., the permittee is liable to comply with the plans, terms and conditions of the permit for the life of the project or activity.

6. Within 30 days after completing construction of the entire project, or any independent portion of the project, the permittee shall provide the following to the Agency, as applicable:

a. For an individual, private single-family residential dwelling unit, duplex, triplex, or quadruplex – "Construction Completion and Inspection Certification for Activities Associated With a Private Single-Family Dwelling Unit" [Form 62-330.310(3)]; or
b. For all other activities – "As-Built Certification and Request for Conversion to Operational Phase" [Form 62-330.310(1)].
c. If available, an Agency website that fulfills this certification requirement may be used in lieu of the form.

7. If the final operation and maintenance entity is a third party:

a. Prior to sales of any lot or unit served by the activity and within one year of permit issuance, or within 30 days of as- built certification, whichever comes first, the permittee shall submit, as applicable, a copy of the operation and maintenance documents (see sections 12.3 thru 12.3.3 of Volume I) as filed with the Department of State, Division of Corporations and a copy of any easement, plat, or deed restriction needed to operate or maintain the project, as recorded with the Clerk of the Court in the County in which the activity is located.
b. Within 30 days of submittal of the as- built certification, the permittee shall submit "Request for Transfer of Environmental Resource Permit to the Perpetual Operation Entity" [Form 62-330.310(2)] to transfer the permit to the operation and maintenance entity, along with the documentation requested in the form. If available, an Agency website that fulfills this transfer requirement may be used in lieu of the form.

8. The permittee shall notify the Agency in writing of changes required by any other regulatory agency that require changes to the permitted activity, and any required modification of this permit must be obtained prior to implementing the changes.

9. This permit does not:

a. Convey to the permittee any property rights or privileges, or any other rights or privileges other than those specified herein or in Chapter 62-330, F.A.C.;
b. Convey to the permittee or create in the permittee any interest in real property;
c. Relieve the permittee from the need to obtain and comply with any other required federal, state, and local authorization, law, rule, or ordinance; or
d. Authorize any entrance upon or work on property that is not owned, held in easement, or controlled by the permittee.

10. Prior to conducting any activities on state-owned submerged lands or other lands of the state, title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund, the permittee must receive all necessary approvals and authorizations under Chapters 253 and 258, F.S. Written authorization that requires formal execution by the Board of Trustees of the Internal Improvement Trust Fund shall not be considered received until it has been fully executed.

11. The permittee shall hold and save the Agency harmless from any and all damages, claims, or liabilities that may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any project authorized by the permit.

12. The permittee shall notify the Agency in writing:

a. Immediately if any previously submitted information is discovered to be inaccurate; and
b. Within 30 days of any conveyance or division of ownership or control of the property or the system, other than conveyance via a long-term lease, and the new owner shall request transfer of the permit in accordance with Rule 62-330.340, F.A.C. This does not apply to the sale of lots or units in residential or commercial subdivisions or condominiums where the stormwater management system has been completed and converted to the operation phase.

13. Upon reasonable notice to the permittee, Agency staff with proper identification shall have permission to enter, inspect, sample and test the project or activities to ensure conformity with the plans and specifications authorized in the permit.

14. If any prehistoric or historic artifacts, such as pottery or ceramics, stone tools or metal implements, dugout canoes, or any other physical remains that could be associated with Native American cultures, or early colonial or American settlement are encountered at any time within the project site area, work involving subsurface disturbance in the immediate vicinity of such discoveries shall cease. The permittee or other designee shall contact the Florida Department of State, Division of Historical Resources, Compliance and Review Section, at (850) 245-6333 or (800) 847-7278, as well as the appropriate permitting agency office. Such subsurface work shall not resume without verbal or written authorization from the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately and notification shall be provided in accordance with Section 872.05, F.S.

15. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding unless a specific condition of this permit or a formal determination under Rule 62-330.201, F.A.C., provides otherwise.

16. The permittee shall provide routine maintenance of all components of the stormwater management system to remove trapped sediments and debris. Removed materials shall be disposed of in a landfill or other uplands in a manner that does not require a permit under Chapter 62-330, F.A.C., or cause violations of state water quality standards.

17. This permit is issued based on the applicant's submitted information that reasonably demonstrates that adverse water resource-related impacts will not be caused by the completed permit activity. If any adverse impacts result, the Agency will require the permittee to eliminate the cause, obtain any necessary permit modification, and take any necessary corrective actions to resolve the adverse impacts.

18. A Recorded Notice of Environmental Resource Permit may be recorded in the county public records in accordance with subsection 62-330.090(7), F.A.C. Such notice is not an encumbrance upon the property.

NOTICE OF RIGHTS

This action is final and effective on the date filed with the Clerk of the Department unless a petition for an administrative hearing is timely filed under Sections 120.569 and 120.57, F.S., before the deadline for filing a petition. On the filing of a timely and sufficient petition, this action will not be final and effective until further order of the Department. Because the administrative hearing process is designed to formulate final agency action, the hearing process may result in a modification of the agency action or even denial of the application.

Petition for Administrative Hearing

A person whose substantial interests are affected by the Department's action may petition for an administrative proceeding (hearing) under Sections 120.569 and 120.57, F.S. Pursuant to Rule 28-106.201, F.A.C., a petition for an administrative hearing must contain the following information:

(a) The name and address of each agency affected and each agency's file or identification number, if known;
(b) The name, address, any email address, any facsimile number, and telephone number of the petitioner; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner's substantial interests are or will be affected by the agency determination;
(c) A statement of when and how the petitioner received notice of the agency decision;
(d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;
(e) A concise statement of the ultimate facts alleged, including the specific facts that the petitioner contends warrant reversal or modification of the agency's proposed action;
(f) A statement of the specific rules or statutes that the petitioner contends require reversal or modification of the agency's proposed action, including an explanation of how the alleged facts relate to the specific rules or statutes; and
(g) A statement of the relief sought by the petitioner, stating precisely the action that the petitioner wishes the agency to take with respect to the agency's proposed action.

The petition must be filed (received by the Clerk) in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000. Also, a copy of the petition shall be mailed to the applicant at the address indicated above at the time of filing.

Time Period for Filing a Petition

In accordance with Rule 62-110.106(3), F.A.C., petitions for an administrative hearing by the applicant must be filed within 14 days of receipt of this written notice. Petitions filed by any persons other than the applicant, and other than those entitled to written notice under Section 120.60(3), F.S., must be filed within 14 days of publication of the notice or within 14 days of receipt of the written notice, whichever occurs first. Under Section 120.60(3), F.S., however, any person who has asked the Department for notice of agency action may file a petition within 14 days of receipt of such notice, regardless of the date of publication. The failure to file a petition within the appropriate time period shall constitute a waiver of that person's right to request an administrative determination (hearing) under Sections 120.569 and 120.57, F.S., or to intervene in this proceeding and participate as a party to it. Any subsequent intervention (in a proceeding initiated by another party) will be only at the discretion of the presiding officer upon the filing of a motion in compliance with Rule 28-106.205, F.A.C.

Extension of Time

Under Rule 62-110.106(4), F.A.C., a person whose substantial interests are affected by the Department's action may also request an extension of time to file a petition for an administrative hearing. The Department may, for good cause shown, grant the request for an extension of time. Requests for extension of time must be filed with the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, before the applicable deadline for filing a petition for an administrative hearing. A timely request for extension of time shall toll the running of the time period for filing a petition until the request is acted upon.

Mediation

Mediation is not available in this proceeding.

FLAWAC Review

The applicant, or any party within the meaning of Section 373.114(1)(a) or 373.4275, F.S., may also seek appellate review of this order before the Land and Water Adjudicatory Commission under Section 373.114(1) or 373.4275, F.S. Requests for review before the Land and Water Adjudicatory Commission must be filed with the Secretary of the Commission and served on the Department within 20 days from the date when this order is filed with the Clerk of the Department.

Judicial Review

Once this decision becomes final, any party to this action has the right to seek judicial review pursuant to Section 120.68, F.S., by filing a Notice of Appeal pursuant to Rules 9.110 and 9.190, Florida Rules of Appellate Procedure, with the Clerk of the Department in the Office of General Counsel, 3900 Commonwealth Boulevard, M.S. 35, Tallahassee, Florida 32399-3000; and by filing a copy of the Notice of Appeal accompanied by the applicable filing fees with the appropriate District Court of Appeal. The Notice of Appeal must be filed within 30 days from the date this action is filed with the Clerk of the Department.

Thank you for applying to the Submerged Lands and Environmental Resource Permit Program. If you have any questions regarding this matter, please contact Diana Athnos at the letterhead address, at (850)595-0557, or at diana.athnos@floridadep.gov

EXECUTION AND CLERKING
Executed in Orlando, Florida.
STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

Emile D. Hamilton
Director of District Management

EDH:da

Attachment: Project Drawings and Design Specs., 9 pages

Copies of 62-330 forms may be obtained at:
http://www.dep.state.fl.us/water/wetlands/erp/forms.htm

CERTIFICATE OF SERVICE
The undersigned duly designated deputy clerk hereby certifies that this document and all attachments were sent on the filing date below to the following listed persons:

Bill Bubel, Howard Group, bill@howardgrp.com
Duncan Greer, Taylor Engineering, Inc., dgreer@taylorengineering.com
Tanya McHale, DEP, tanya.mchale@floridadep.gov
Diana Athnos, DEP, diana.athnos@floridadep.gov
Lea Crandall, DEP, lea.crandall@dep.state.fl.us
Kathy Griffin, DEP, Kathy.griffin@dep.state.fl.us
Okaloosa County, mmartinez@co.okaloosa.fl.us, jautrey@co.okaloosa.fl.us, sbitterman@co.okaloosa.fl.us, propertyappraiser@okaloosapa.com

FILING AND ACKNOWLEDGMENT
FILED, on this date, pursuant to Section 120.52, F.S., with the designated Department Clerk, receipt of which is hereby acknowledged.

Clerk **Date** July 31, 2018

GENERAL NOTES:

1. DRAWING REFERENCES THE FLORIDA STATE PLANE NORTH, NORTH AMERICAN DATUM OF 1983 (NAD83).
2. ALL ELEVATIONS REFERENCE THE 1988 NORTH AMERICAN VERTICAL DATUM (NAVD88). ELEVATIONS IN FEET UNLESS NOTED OTHERWISE.
3. AERIAL IMAGERY OBTAINED FROM FLORIDA DEPARTMENT OF TRANSPORTATION (2016), UNLESS NOTED OTHERWISE. AERIAL IMAGERY DISPLAYED HEREON FOR INFORMATIONAL PURPOSES ONLY. NO PHOTOGRAPHIC ACCURACY IS IMPLIED BY THESE MAPS.
4. FEDERAL NAVIGATION CHANNEL LIMITS OBTAINED FROM THE U.S. ARMY CORPS OF ENGINEERS MOBILE DISTRICT.
5. PARCEL BOUNDARIES, EXISTING SUBMERGED LAND LEASE BOUNDARY, AND MEAN HIGH WATER ELEVATION ARE APPROXIMATE, AND OBTAINED FROM A "BOUNDARY AND TOPOGRAPHIC SURVEY ON A PORTION OF LOTS 7D & 7E, MORENO POINT MILITARY RESERVATION, UNDIVIDED TOWNSHIP 2 SOUTH, RANGE 22 WEST, CITY OF DESTIN, OKALOOSA COUNTY, FLORIDA" BY EMERALD COAST ASSOCIATES, INC., DATED 01-27-05, PROJECT 05-014.
6. BATHYMETRIC CONTOURS OBTAINED BY TAYLOR ENGINEERING, INC., DATED OCTOBER 2017.
7. DRAWING REFERENCES EXISTING BOARD OF TRUSTEES SOVEREIGN SUBMERGED LAND LEASE # 460023931 THAT INCLUDES DISCLAIMED AREAS ALONG THE PROPERTY SHORELINE.
8. CONCRETE PIER AND TIMBER PERIMETER DOCK AUTHORED BY FDEP PERMIT NO. 46-0177410-002-ET AND USACE PERMIT NO. SAJ-2016-01101 (LP-MD2).
9. CONSTRUCTION SHALL NOT VIOLATE STATE WATER QUALITY STANDARDS.
10. NO LIVE-A-BOARDS ARE PROPOSED.
11. NO FUELING FACILITIES OR SEWAGE PUMP-OUTS ARE PROPOSED AT THIS FACILITY.
12. MATERIALS ARE SUBJECT TO CHANGE. PILE EMBEDMENT, DIMENSIONS, AND SPACING WILL BE DETERMINED DURING FINAL DESIGN.
13. THE LOCATION OF TURBIDITY CURTAINS SHOWN ON THESE DRAWINGS FOR INFORMATIONAL PURPOSES ONLY. TURBIDITY CURTAINS SHALL BE LOCATED AND REPOSITIONED BY THE CONTRACTOR USING BEST MANAGEMENT PRACTICES TO ASSURE WATER QUALITY STANDARDS ARE MAINTAINED THROUGHOUT CONSTRUCTION.
14. DOCK PILINGS WILL BE WRAPPED TREATED TIMBER OR OTHERWISE MADE FROM NON-LEACHING MATERIALS.

PROPOSED DOCK PLAN:

1. COMMERCIAL (PERMANENT) SLIPS
   - 1.1. EXISTING: 7
   - 1.2. PROPOSED INCREASE FROM EXISTING : 0
   - 1.3. TOTAL PROPOSED COMMERCIAL SLIPS: 7
2. PUBLIC TRANSIENT MOORING SLIPS
   - 2.1. EXISTING: 5
   - 2.2. PROPOSED INCREASE FROM EXISTING: 12
   - 2.3. TOTAL PROPOSED PUBLIC TRANSIENT MOORING SLIPS: 17
3. TRANSIENT WATER TAXI SLIP
   - 3.1. EXISTING: 0
   - 3.2. PROPOSED INCREASE FROM EXISTING: 1
   - 3.3. TOTAL PROPOSED TRANSIENT WATER TAXI SLIPS: 1
4. FIXED CONCRETE/TIMBER DOCK AREA
   - 4.1. EXISTING: 3,325 S.F.
   - 4.2. PROPOSED INCREASE FROM EXISTING: 2,734 S.F.
   - 4.3. TOTAL PROPOSED CONCRETE/TIMBER DOCK AREA: 6,059 S.F.
5. SOVEREIGN SUBMERGED LAND LEASE AREA (LEASE # 460023931)
   - 5.1. EXISTING: 11,030 S.F. (0.25 ACRES)
   - 5.2. PROPOSED INCREASE FROM EXISTING: 14,454 S.F. (0.33 ACRES)
   - 5.3. TOTAL PROPOSED SOVEREIGN SUBMERGED LAND LEASE AREA: 25,484 S.F. (0.59 ACRES)

DEPARTMENT OF ENVIRONMENTAL PROTECTION
2/9
0177410-003-EI
PERMIT
STATE OF FLORIDA

TIDAL DATUM REFERENCE:

MHHW	0.73'
MHW	0.72'
MSL	0.40'
MLW	0.13'
MLLW	0.12'
NAVD 88	0.00'

DUNCAN GREER LICENSE No. 83306

TAYLOR ENGINEERING INC.
4300 LEGENDARY DRIVE
SUITE C246
DESTIN, FL 32541
CERTIFICATE OF AUTHORIZATION # 4815

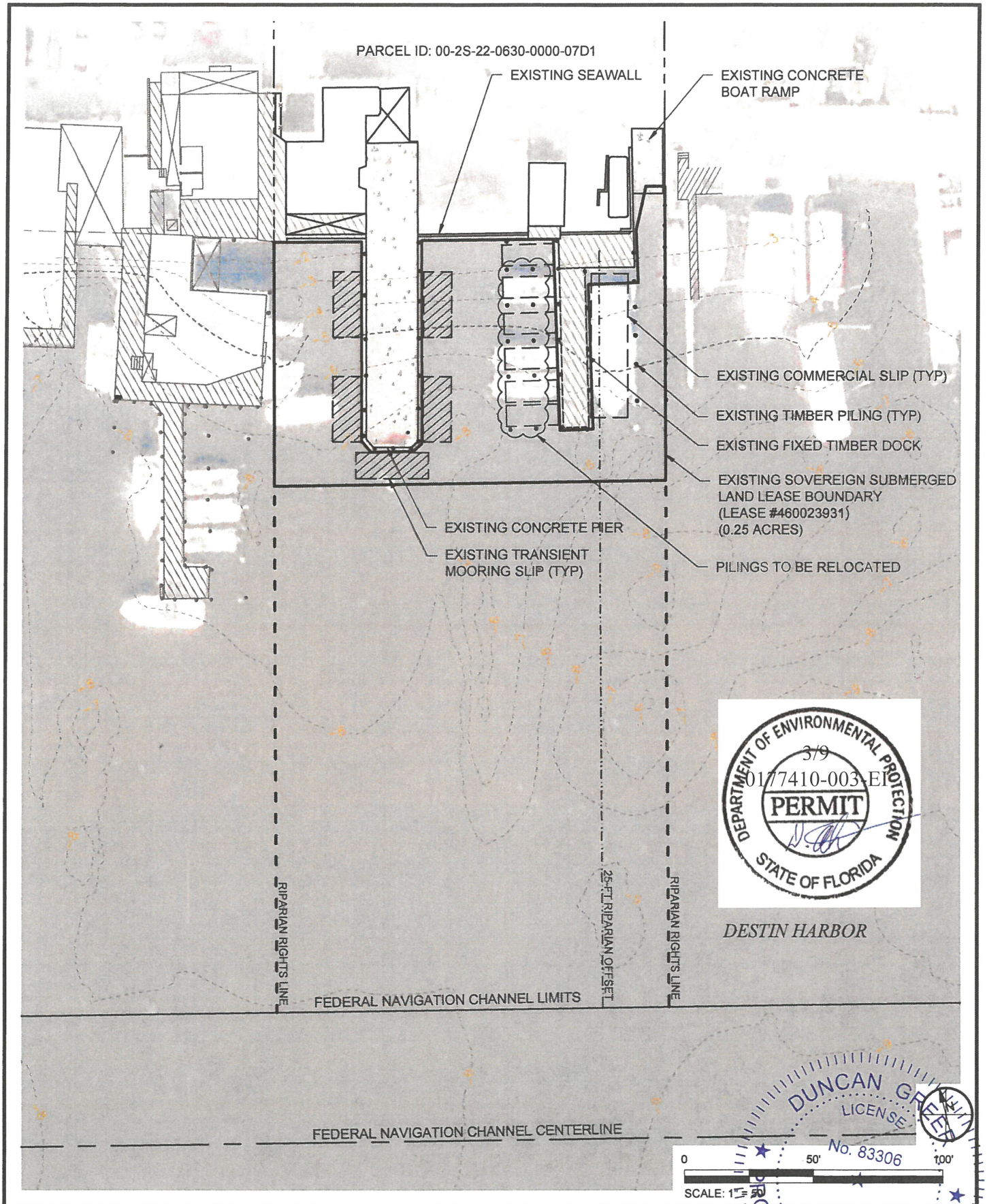
FIGURE 2
GENERAL NOTES
PERRY DOCKING FACILITY - 302 HARBOR BLVD
DESTIN, FLORIDA

PROJECT	DRAWN BY	SHEET	DATE
C2017-055	CAS/NP	2 of 9	JAN 2018

SEAL
STATE OF FLORIDA
PROFESSIONAL ENGINEER
DUNCAN GREER, P.E. #83306
DATE

CATHY SHELL X:\SYS\PROJECTS\C2017-055 CLAUDE PERRY MARINA\PERMIT\SET 2\C2017-055 P-NOTES.DWG 3/29/2018 9:57:36 AM

PRELIMINARY DRAWINGS: THESE DRAWINGS ARE NOT IN FINAL FORM, BUT ARE BEING TRANSMITTED FOR AGENCY REVIEW.



TAYLOR ENGINEERING INC.
4300 LEGENDARY DRIVE
SUITE C246
DESTIN, FL 32541
CERTIFICATE OF AUTHORIZATION # 4815

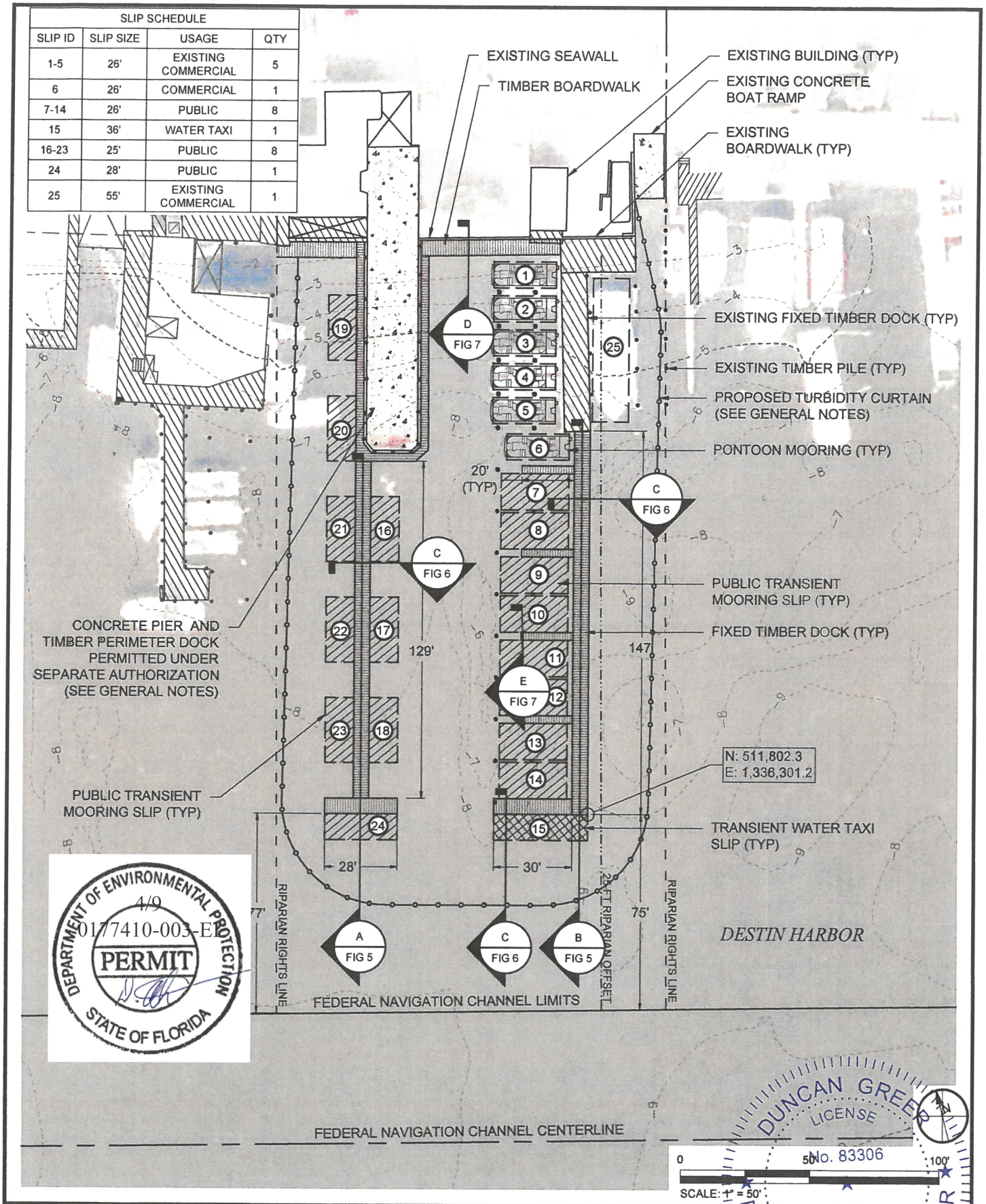
FIGURE 3
EXISTING CONDITIONS
PERRY DOCKING FACILITY - 302 HARBOR BLVD
DESTIN, FLORIDA

PROJECT	DRAWN BY	SHEET	DATE
C2017-055	CAS/NP	3 of 9	JAN 2018

SEAL
STATE OF FLORIDA
PROFESSIONAL ENGINEER
DUNCAN GREER, P.E. 83306
DATE

CATHY SHELL X:\SYS\PROJECTS\C2017-055 CLAUDE PERRY MARINA\PERMIT\SET 2\C2017-055 P-EXISTING DWG 3/29/2018 9:57:43 AM

PRELIMINARY DRAWINGS: THESE DRAWINGS ARE NOT IN FINAL FORM, BUT ARE BEING TRANSMITTED FOR AGENCY REVIEW.



TAYLOR ENGINEERING INC.
4300 LEGENDARY DRIVE
SUITE C246
DESTIN, FL 32541
CERTIFICATE OF AUTHORIZATION # 4815

FIGURE 4
PROPOSED SITE PLAN
PERRY DOCKING FACILITY - 302 HARBOR BLVD
DESTIN, FLORIDA

PROJECT	DRAWN BY	SHEET	DATE
C2017-055	CAS/NP	4 of 9	JAN 2018

SEAL
STATE OF FLORIDA
PROFESSIONAL ENGINEER
DUNCAN GREER, P.E. #83306
DATE

PRELIMINARY DRAWINGS: THESE DRAWINGS ARE NOT IN FINAL FORM, BUT ARE BEING TRANSMITTED FOR AGENCY REVIEW.

CATHY SHELL X:\SYS\PROJECTS\C2017-055 CLAUDE PERRY MARINA\PERMIT\SET 2\C2017-055 P-SITE PLAN DWG 3/29/2018 9:57:51 AM

DEPARTMENT OF THE ARMY PERMIT

Permittee: Claude Perry
732 Harbor Blvd
Destin, Florida 32541

Permit No: SAJ-2016-01101 (SP-MDZ)

Issuing Office: U.S. Army Engineer District, Jacksonville

NOTE: The term "you" and its derivatives, as used in this permit, means the permittee or any future transferee. The term "this office" refers to the appropriate district or division office of the Corps of Engineers having jurisdiction over the permitted activity or the appropriate official of that office acting under the authority of the commanding officer.

You are authorized to perform work in accordance with the terms and conditions specified below.

Project Description: To expand an existing commercial marina. The existing marina is comprised of two marinas that accommodate a total of (12) twelve slips. The proposed marina expansions will increase the number of slips by (13) thirteen, for a total of (25) twenty-five slips. The eastern marina expansion consists of a new 1302 square-foot wooden L-shaped pier with (4) four finger piers. The western marina expansion consists of a new 942 square-foot wooden T-shaped pier. Additionally, a marginal boardwalk will be constructed along the seawall and the concrete pier to facilitate access to the marina, measuring a total 915 square-feet.

The work described above is to be completed in accordance with the 8 (eight) pages of drawings (Attachment 1) and 5 additional attachments affixed at the end of this permit instrument.

Project Location: The project would affect waters of the United States associated with Destin Harbor. The project site is located at Tax Parcel ID: 00-2S-22-0630-0000-07D1, at 302 Harbor Blvd, in Section 00, Township 02 South, Range 22 West, Destin, Okaloosa County, Florida.

Directions to site: Travelling from Fort Walton Beach, travel east on US-98 E/ Miracle Strip Pkwy SE. Continue on US-98 E/ Harbor Blvd. The marina is located on the right at 302 Harbor Blvd.

Approximate Central Coordinates: Latitude 30.39239°
Longitude -86.50530°

PERMIT CONDITIONS

General Conditions:

1. The time limit for completing the work authorized ends on **August 20, 2023.** If you find that you need more time to complete the authorized activity, submit your request for a time extension to this office for consideration at least one month before the above date is reached.

2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.

3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and State coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

4. If you sell the property associated with this permit, you must obtain the signature and the mailing address of the new owner in the space provided, and forward a copy of the permit to this office to validate the transfer of this authorization.

5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit. For your convenience, a copy of the certification is attached if it contains such conditions. (Attachment 2)

6. You must allow representatives from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.

Special Conditions:

1. **Reporting Address:** The Permittee shall submit all reports, notifications, documentation and correspondence required by the general and special conditions of this permit to the following address:

a. For standard mail: U.S. Army Corps of Engineers, Regulatory Division, Enforcement Section, 41 North Jefferson Street, Suite 301, Pensacola, Florida, 32502-5794.

b. For electronic mail SAJ-RD-Enforcement@usace.army.mil (not to exceed 10 MB).

c. The Permittee shall reference this permit number, SAJ-2016-01101 (SP-MDZ), on all submittals.

2. **Commencement Notification:** Within 10 days from the date of initiating the authorized work, the Permittee shall provide to the Corps a written notification of the date of commencement of work authorized by this permit.

3. **As-Built Certification:** Within 60 days of completion of the work authorized by this permit, the Permittee shall submit as-built drawings of the authorized work and a completed "As-Built Certification By Professional Engineer" form (Attachment) to the Corps. The as-built drawings shall be signed and sealed by a registered professional engineer and include the following:

a. A plan view drawing of the location of the authorized work footprint, as shown on the permit drawings, with transparent overlay of the work as constructed in the same scale as the permit drawings on 8½-inch by 11-inch sheets. The plan view drawing should show all "earth disturbance," including wetland impacts and water management structures.

b. A list of any deviations between the work authorized by this permit and the work as constructed. In the event that the completed work deviates, in any manner, from the authorized work, describe on the attached "As-Built Certification By Professional Engineer" form the deviations between the work authorized by this permit and the work as constructed. Clearly indicate on the as-built drawings any deviations that have been listed. Please note that the depiction and/or description of any deviations on the drawings and/or "As-Built Certification By Professional Engineer" form does not constitute approval of any deviations by the Corps.

c. Include the Department of the Army permit number on all sheets submitted.

4. **Regulatory Agency Changes:** Should any other agency require and/or approve changes to the work authorized or obligated by this permit, the Permittee is advised a modification to this permit instrument is required prior to initiation of those changes. It is the Permittee's responsibility to request a modification of this permit from the Pensacola Permits Section. The Corps reserves the right to fully evaluate, amend, and approve or deny the request for modification of this permit.

5. **Assurance of Navigation and Maintenance:** The Permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structures or work herein authorized, or if in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the Permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

6. **Posting of Permit:** The Permittee shall have available and maintain for review a copy of this permit and approved plans at the construction site.

7. **Turbidity Barriers:** Prior to the initiation of any of the work authorized by this permit, the Permittee shall install floating turbidity barriers with weighted skirts that extend to within 1 foot of the bottom around all work areas that are in, or adjacent to, surface waters. The turbidity barriers shall remain in place and be maintained until the authorized work has been completed and all suspended and erodible materials have been stabilized. Turbidity barriers shall be removed upon stabilization of the work area.

8. **Manatee Conditions:** The Permittee shall comply with the attached "Standard Manatee Conditions for In-Water Work – 2013".

9. **Sea Turtle and Smalltooth Sawfish Conditions**: The Permittee shall comply with the attached National Marine Fisheries Service's "Sea Turtle and Smalltooth Sawfish Construction Conditions" dated March 23, 2006, which also applies to Gulf and shortnose sturgeon.

10. **Project Design Criteria (PDCs) for In-Water Activities:** The Permittee shall comply with National Marine Fisheries Service's "PDCs for In-Water Activities" dated November 20, 2017 provided as an attachment to this permit.

11. **Daylight Hours:** All activities must be completed during daylight hours.

12. **Cultural Resources/Historic Properties:**

    a. No structure or work shall adversely affect impact or disturb properties listed in the National Register of Historic Places (NRHP) or those eligible for inclusion in the NRHP.

    b. If during the ground disturbing activities and construction work within the permit area, there are archaeological/cultural materials encountered which were not the subject of a previous cultural resources assessment survey (and

which shall include, but not be limited to: pottery, modified shell, flora, fauna, human remains, ceramics, stone tools or metal implements, dugout canoes, evidence of structures or any other physical remains that could be associated with Native American cultures or early colonial or American settlement), the Permittee shall immediately stop all work and ground-disturbing activities within a 100-meter diameter of the discovery and notify the Corps within the same business day (8 hours). The Corps shall then notify the Florida State Historic Preservation Officer (SHPO) and the appropriate Tribal Historic Preservation Officer(s) (THPO(s)) to assess the significance of the discovery and devise appropriate actions.

c. Additional cultural resources assessments may be required of the permit area in the case of unanticipated discoveries as referenced in accordance with the above Special Condition; and if deemed necessary by the SHPO, THPO(s), or Corps, in accordance with 36 CFR 800 or 33 CFR 325, Appendix C (5). Based, on the circumstances of the discovery, equity to all parties, and considerations of the public interest, the Corps may modify, suspend or revoke the permit in accordance with 33 CFR Part 325.7. Such activity shall not resume on non-federal lands without written authorization from the SHPO for finds under his or her jurisdiction, and from the Corps.

d. In the unlikely event that unmarked human remains are identified on non-federal lands, they will be treated in accordance with Section 872.05 Florida Statutes. All work and ground disturbing activities within a 100-meter diameter of the unmarked human remains shall immediately cease and the Permittee shall immediately notify the medical examiner, Corps, and State Archeologist within the same business day (8-hours). The Corps shall then notify the appropriate SHPO and THPO(s). Based, on the circumstances of the discovery, equity to all parties, and considerations of the public interest, the Corps may modify, suspend or revoke the permit in accordance with 33 CFR Part 325.7. Such activity shall not resume without written authorization from the State Archeologist and from the Corps.

Further Information:

1. Congressional Authorities: You have been authorized to undertake the activity described above pursuant to:

(X) Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. 403).

( ) Section 404 of the Clean Water Act (33 U.S.C. 1344).

( ) Section 103 of the Marine Protection, Research and Sanctuaries Act of 1972 (33 U.S.C. 1413).

2. Limits of this authorization.

   a. This permit does not obviate the need to obtain other Federal, State, or local authorizations required by law.

   b. This permit does not grant any property rights or exclusive privileges.

   c. This permit does not authorize any injury to the property or rights of others.

   d. This permit does not authorize interference with any existing or proposed Federal projects.

3. Limits of Federal Liability. In issuing this permit, the Federal Government does not assume any liability for the following:

   a. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.

   b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest.

   c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.

   d. Design or construction deficiencies associated with the permitted work.

   e. Damage claims associated with any future modification, suspension, or revocation of this permit.

4. Reliance on Applicant's Data: The determination of this office that issuance of this permit is not contrary to the public interest was made in reliance on the information you provided.

5. Reevaluation of Permit Decision: This office may reevaluate its decision on this permit at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following:

   a. You fail to comply with the terms and conditions of this permit.

   b. The information provided by you in support of your permit application proves to have been false, incomplete, or inaccurate (see 4 above).

   c. Significant new information surfaces which this office did not consider in reaching the original public interest decision.

   Such a reevaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 CFR 325.7

or enforcement procedures such as those contained in 33 CFR 326.4 and 326.5. The referenced enforcement procedures provide for the issuance of an administrative order requiring you comply with the terms and conditions of your permit and for the initiation of legal action where appropriate. You will be required to pay for any corrective measures ordered by this office, and if you fail to comply with such directive, this office may in certain situations (such as those specified in 33 CFR 209.170) accomplish the corrective measures by contract or otherwise and bill you for the cost.

6. Extensions: General Condition 1 establishes a time limit for the completion of the activity authorized by this permit. Unless there are circumstances requiring either a prompt completion of the authorized activity or a reevaluation of the public interest decision, the Corps will normally give favorable consideration to a request for an extension of this time limit.

Your signature below, as permittee, indicates that you accept and agree to comply with the terms and conditions of this permit.

(PERMITTEE) (DATE) 8/20/18

Claude F. Perry
(PERMITTEE NAME-PRINTED)

This permit becomes effective when the Federal official, designated to act for the Secretary of the Army, has signed below.

for Shayne Hayes 27 Aug 2018
(DISTRICT ENGINEER) (DATE)
Jason A. Kirk,
Colonel, U.S. Army
District Commander

When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. **To validate the *transfer* of this permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below.**

_____ _____

(TRANSFEREE-SIGNATURE) (DATE)

_____

(NAME-PRINTED)

_____

(ADDRESS)

_____

(CITY, STATE, AND ZIP CODE)

Attachments to Department of the Army Permit Number SAJ-2016-01101

1. PERMIT DRAWINGS: Dated July 26, 2018 (8 pages)

2. WATER QUALITY CERTIFICATION: Specific Conditions of the water quality permit/certification in accordance with General Condition number 5 on page 2 of this DA permit. (19 pages)

3. AS-BUILT CERTIFICATION FORM: (2 pages)

4. STANDARD MANATEE CONDITIONS: *Standard Manatee Conditions for In-Water Work – 2013* (1 page)

5. SEA TURTLE AND SMALLTOOTH SAWFISH CONSTRUCTION CONDITIONS: *Sea Turtle and Smalltooth Sawfish Construction Conditions, revised March 23, 2006* (which apply to Gulf sturgeon) (1 page)

6. JAXBO PDCs FOR IN-WATER ACTIVITIES:*PDCs for In-Water Activities dated November 20, 2017* (3 pages)

MINUTES
HARBOR AND WATERWAYS BOARD MEETING
DESTIN CITY HALL 5:00 P.M. – NOVEMBER 26, 2018

1. CALL TO ORDER:

Chairman Trammell called the Destin Harbor and Waterways Board meeting to order at approximately 5:00 p.m. on Monday, November 26, 2018 at Destin City Hall.

2. ROLL CALL:

Member Present:	**Staff:**
Matt Trammell	Kim Montgomery, Deputy City Clerk
Casey Jones	Dawn McDonald, Planner
Guy Tadlock	Kyle Bauman, City Attorney Associate
Richard Hoey	
Mark Meyer	
Jim Green	
Bill McKissick	

3. APPROVAL OF MINUTES:

- **October 29, 2018**

Board member Tadlock motioned to approval of the October 29th as written with Board member Jones providing the second; the motion passes with a 7-0 vote.

4. PUBLIC COMMENT:

The Chairman asked the audience for any public comment. No one came forward to speak.

5. OLD BUSINESS:

- **821 Cross Street – Stan Shipp, owner – Richard Shermann, Authorized Representative**

Ms. McDonald informed the members that this is an after-the-fact permit approval process and added that the applicant is not present because staff is requesting that this be continued to the next meeting. She also informed the board that there are citizens present that would like to make comment on this request.

Mr. Mike Buckingham – 510 Calhoun Avenue asked the members to extend this request for an additional 30-days as he has not had enough time to review the applicants project.

Mr. Rick Moore – 425 Calhoun Avenue stated that he is concerned about the boat ramp part of the request and asked about the notification process in regards to neighboring homes in the general vicinity of the property. According to Ms. McDonald; staff is only required to notify the adjacent property owners on either side of the property.

The Chairman spoke of being concerned regarding compliance issues associated with this address and asked if staff would be prepared to address those concerns if it's brought back in January. According

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to the City Attorney, there will be an investigation to ensure that the property is in compliance with the Codes and he feels that bringing back to the January meeting is necessary to gather all the facts.

On a motion by Board member Hoey, seconded by Board member Myer; the members voted 6-0 to table hearing the request at 821 Cross Street/Stan Shipp until such time that they can determine specifics on this particular case.

6. NEW BUSINESS:

A. 288D Harbor Blvd., Claude Perry Enterprises, LLC. Property Owner; Duncan Greer, Taylor Engineering, Authorized Agent. The request, located at 288D Harbor Blvd. by Claude Perry Enterprises, LLC. to reconfigure the existing marina from 10 slips to 16 slips; which includes the construction of one (1) 29' x 20' marginal dock, one (1) 20' x 10' dock, one (1) 150' X 6' access pier; and (1) 47' X 6' terminal platform. The existing fixed timber dock area is 2,539 sq. ft., with 906 sq. ft. to be demolished and 1,108 sq. ft. of new fixed timber dock area to be constructed on the site. Total project footprint is proposed at ±3,647 square feet

Ms. McDonald explained to the members that this request is a commercial proposal to reconfigure an existing marina on Destin Harbor and briefly provided the details of the construction and that it meets the requirements of 11.05.09 (B) of the Marina Siting Code.

Chairman Trammell clarified for the members of the Board that the applicant qualifies for the exemptions that are in the Code since he meets the required criteria by providing a water taxi slip, slips for fare carrying vessels, as well as providing public access slips. He pointed out that his project also meets the minimum 200-feet off shore of the existing bulkhead and mean high waterline, and the offset of the navigational channel requirements.

The City Attorney informed the members that this request is Quasi-Judicial in nature and asked the Deputy to swear in all witnesses that will be providing testimony if necessary.

The following people were sworn in to provide testimony:
Mr. Duncan Greer – Taylor Engineering and Authorized Agent

Mr. Greer pointed out that the primary focus for both properties is the public benefit that the public slips will provide for temporary or transient public mooring. He explained in regards to the percentages of benefits; in the code, there is a minimum of 10% public-fare carrying which would be three slips and Mr. Perry is providing seven; a minimum 10% is transient and 50% of those are public; as well as the requirement for a water taxi. He explained further that they have an existing parasail slip and an addition of one transient public mooring slip and a total addition of at least five (5) commercial slips for rentals; which adds up to a total of 25% transient/public slips which are 100% public and that any of those slips at any time can be used for water taxis.

The Chairman asked Mr. Greer to explain how the State defines transient slips. According to Mr. Greer, the state defines transient slips as a place where mooring can occur for a temporary period and specifically not overnight or permanent mooring.

The Chairman mentioned that in order for Mr. Perry to meet the Code, he would have to rent a slip to another parasail type business. However, he is proposing to have three (3) additional public slips. And asked the Board if they would like to recommend that he go with what they're proposing to give more benefit to the public or stick with the Code. Reminding that Mr. Perry would need to have two parasail boats in two of the slips.

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The City Attorney advised they should let the City Council know their thoughts on whether they want public fare carrying vessel slips to be included or not. Also, he would make sure Council is aware of their wishes since this request has to be conducted as another QJ at their level.

The Chairman asked Ms. McDonald is it staff's opinion that the request meets the requirements of the Code. There was a lengthy discussion regarding the requirements of fare carrying vessels and the requirements of the State and the city. Mr. Greer pointed out that they meet all of the regulatory requirements of the permits issued by State. Ms. McDonald stated that the Code is confusing at best and referred to the City Attorney for guidance.

The City Attorney, explained the #5 exception talks about a minimum of 10% of slips set aside for fare carrying boats, which can be a number of things i.e. a water taxi, a parasail boat, or a charter boat. However, at the end of the paragraph, it states, "A loading and unloading area or slip must be reserved by use of a water taxi and this area of the slip must be clearly marked by a sign saying it is reserved for a water taxi. Pointing out that makes it seem as if you also need a slip for water taxi but that could be included in fare carrying vessel requirement.

Mr. Greer informed the members that they will have "Water Taxi Pickup" or "Loading Area" signage within the four designated transient slips.

Board member Jones asked if there would be a pump out station provided for the public. According to Mr. Greer, because of the size of the vessels for these types of slips; which are 25-foot vessels; a pump out is not necessarily needed and not their intention at this time. The Chairman clarified that restroom facilities are available upland.

Motion by Board member Green, seconded by Board member Tadlock; the Board voted 6-0 to recommend City Council approve the request at 288D Harbor Blvd. by Claude Perry Enterprises, LLC. to reconfigure the existing marina from 10 slips to 16 slips; which includes the construction of one (1) 29' x 20' marginal dock, one (1) 20' x 10' dock, one (1) 150' X 6' access pier; and (1) 47' X 6' terminal platform. The existing fixed timber dock area is 2,539 sq. ft., with 906 sq. ft. to be demolished and 1,108 sq. ft. of new fixed timber dock area to be constructed on the site. Total project footprint is proposed at ±3,647 square feet. Chairman Trammell recused himself from voting.

B. 302 Harbor Blvd., Claude Perry Enterprises, LLC. Property Owner; Duncan Greer, Taylor Engineering, Authorized Agent to improve public slips available in the harbor by reconfiguring the existing marina in Destin Harbor from 12 slips to 25 slips. The project includes construction of (1) 1,302-sq.-ft., L-shaped pier (147') with (4) four finger piers; (1) 942-sq.-ft. T-shaped pier (129'); and (1) 915-sq.ft. board walk surrounding an existing concrete pier. Total project footprint is proposed at ±6,059 square feet.

The City Attorney informed the members that this request is also Quasi-Judicial in nature.

Ms. McDonald explained the request and stated the following have been obtained

- Submerged land lease is in place
- Approval from the ACOE – stating the length of the dock and pilings will not create a risk to navigation
- Only applies to properties with non-residential uses or commercial uses
- The length of the requested dock meets the code
- The riparian set back of 25-feet has been met

DRAFT

- No objection from adjacent property owners have been expressed

Mr. Greer explained that the same conditions exist as on the previous property. He explained that this property has a zero net increase on the existing commercial slips and is all additional public slips are transient and there is one specifically called out for a water taxi slip. He explained in the breakdown, 70% of the slips in this request are transient/public slips. He also explained that there is a slip on the far eastern side, number 25 that is specifically for fare carrying vessel

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Board member Meyers asked Mr. Perry who is in slip #25. According to Mr. Perry, the lease holder is the Tiki. Mr. Perry also pointed out that the water taxi's never tie up in the slips. All they do is come in, drop the people off; pick people up and leave again.

Both the Chairman and Board member Jones thanked Mr. Perry for his project exclaiming it will be a huge benefit to the harbor

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- **Harbor Master and/or Assistant**

According to Ms. McDonald, this was a late item added to the agenda by request of Board member Meyer.

According to Mr. Meyer, he feels this is important and a need for the harbor. He suggested having a volunteer Harbor Master. That way there wouldn't be struggle to burden the city with an additional paid position. He also suggested that this board could help oversee the position and asked the City Attorney if that could be a possibility. He spoke of needing an older person with the experience and possibly someone younger to do all the leg work; and suggested having the people willing to volunteer to come before this board first for an informal interview process before going forward.

In discussions, Board member Hoey asked what kind of work he expected them to do. According to Board member Myers, it would be anything that is needed in the Harbor outside or Law Enforcement. He spoke of having someone who is down there during the day that can help keep an eye on everything and report to the city any issues that need to be taken care of that could potentially go on for some time, if not reported.

DRAFT

The Chairman spoke of Ms. McDonald's suggestion of having a volunteer to go out and take water samples in areas of the harbor as well as possibly someone from Code Enforcement that would be able to go to the different projects that are being built on the harbor to inspect them to ensure that they are being built to the specifications of the permit that was issued. He spoke of how a few months back, he presented issues of concern to Council that this Board feels needs to be addressed. He also reminded them that they are required to make their yearly report to Council in March and how that report allows Council time to work into the budget anything that they want to fund. Pointing out that they can't just go to Council and ask them to hire a Harbor Master but they can work on a job description for one.

Board member Hoey spoke of how he feels that the NPEB funds should be dedicated to hiring someone that can focus on water quality issues, Code Enforcement issues, pump-outs, derelict vessels issues, etc. in the harbor.

- **Harbor Pump Operation**

Ms. McDonald explained that she spoke with Mr. Pietenpol, the Interim Public Services Director and he informed her that currently the pump is not in operation at this time. The Chairman asked Board member Tadlock to keep in touch with Mr. Pietenpol about the pump not being in operation and mentioned how the last time it was off for an extended period of time and it didn't turn back on when they needed it to. He feels that it should be turned on at least once a month to ensure that it doesn't seize up.

Board member Tadlock spoke of how the last city engineer was investigating options for the pump such as gearing it down to not pump out so much volumes of water but allowing it to run for longer periods of time.

The members discussed the importance of keeping the harbor water healthy especially in the eastern end near Sandpiper Cove as well as options to keep the pump properly maintained so that it will stay running smoothly and reducing cavitation; which causes damage to the pump. The chairman pointed out that if the harbor could ever get dredged and have 40-50k yards of sand removed, it would allow for about 5% more flushing capacity on a daily basis in the harbor.

- **Board member Comments/Concerns**

- Board member Green spoke of how he appreciates being welcomed to the Board and looks forward to helping out in the future.

- Board member Tadlock asked if they might have a chance to look at the Marina Siting Code to provide some insight into it. According to the City Attorney he will speak with the Land Use Attorney and most likely will be brought before them next year.

- Board member McKissick thanked the opportunity to serve on the Board as well and spoke of how Mr. Perry's project will open up a lot of opportunities for people to be able to get to the restaurants by boat.

- The Chairman asked Ms. McDonald to email them all the presentation he presented to Council that he spoke of earlier as well as asked the members to think about harbor problems and solutions to discuss prior to the March timeline. He also mentioned setting the next meeting date.

Motion by Board member Green, seconded by Board member Jones, the member voted 7-0 to set the next meeting date to January 28, 2019.

DRAFT

With there being no further discussion, the meeting adjourned at 6:05 p.m.

Adopted and approved this _____ day of _____ 2018.

_____ _____

Matt Trammell, Chairman Kim Montgomery, Deputy City Clerk

DRAFT

MINUTES
HARBOR AND WATERWAYS BOARD MEETING
DESTIN CITY HALL 5:00 P.M. – NOVEMBER 26, 2018

1. CALL TO ORDER:

Chairman Trammell called the Destin Harbor and Waterways Board meeting to order at approximately 5:00 p.m. on Monday, November 26, 2018 at Destin City Hall.

2. ROLL CALL:

Member Present:	**Staff:**
Matt Trammell	Kim Montgomery, Deputy City Clerk
Casey Jones	Dawn McDonald, Planner
Guy Tadlock	Kyle Bauman, City Attorney Associate
Richard Hoey	
Mark Meyer	
Jim Green	
Bill McKissick	

3. APPROVAL OF MINUTES:

- **October 29, 2018**

Board member Tadlock motioned to approval of the October 29th as written with Board member Jones providing the second; the motion passes with a 7-0 vote.

4. PUBLIC COMMENT:

The Chairman asked the audience for any public comment. No one came forward to speak.

5. OLD BUSINESS:

- **821 Cross Street – Stan Shipp, owner – Richard Shermann, Authorized Representative**

Ms. McDonald informed the members that this is an after-the-fact permit approval process and added that the applicant is not present because staff is requesting that this be continued to the next meeting. She also informed the board that there are citizens present that would like to make comment on this request.

Mr. Mike Buckingham – 510 Calhoun Avenue asked the members to extend this request for an additional 30-days as he has not had enough time to review the applicants project.

Mr. Rick Moore – 425 Calhoun Avenue stated that he is concerned about the boat ramp part of the request and asked about the notification process in regards to neighboring homes in the general vicinity of the property. According to Ms. McDonald; staff is only required to notify the adjacent property owners on either side of the property.

The Chairman spoke of being concerned regarding compliance issues associated with this address and asked if staff would be prepared to address those concerns if it's brought back in January. According to the City Attorney, there will be an investigation to ensure that the property is in compliance with the Codes and he feels that bringing back to the January meeting is necessary to gather all the facts.

On a motion by Board member Hoey, seconded by Board member Myer; the members voted 6-0 to table hearing the request at 821 Cross Street/Stan Shipp until such time that they can determine specifics on this particular case.

6. NEW BUSINESS:

A. 288D Harbor Blvd., Claude Perry Enterprises, LLC. Property Owner; Duncan Greer, Taylor Engineering, Authorized Agent. The request, located at 288D Harbor Blvd. by Claude Perry Enterprises, LLC. to reconfigure the existing marina from 10 slips to 16 slips; which includes the construction of one (1) 29' x 20' marginal dock, one (1) 20' x 10' dock, one (1) 150' X 6' access pier; and (1) 47' X 6' terminal platform. The existing fixed timber dock area is 2,539 sq. ft., with 906 sq. ft. to be demolished and 1,108 sq. ft. of new fixed timber dock area to be constructed on the site. Total project footprint is proposed at ±3,647 square feet

Ms. McDonald explained to the members that this request is a commercial proposal to reconfigure an existing marina on Destin Harbor and briefly provided the details of the construction and that it meets the requirements of 11.05.09 (B) of the Marina Siting Code.

Chairman Trammell clarified for the members of the Board that the applicant qualifies for the exemptions that are in the Code since he meets the required criteria by providing a water taxi slip, slips for fare carrying vessels, as well as providing public access slips. He pointed out that his project also meets the minimum 200-feet off shore of the existing bulkhead and mean high waterline, and the offset of the navigational channel requirements.

The City Attorney informed the members that this request is Quasi-Judicial in nature and asked the Deputy to swear in all witnesses that will be providing testimony if necessary.

The following people were sworn in to provide testimony:
Mr. Duncan Greer – Taylor Engineering and Authorized Agent

Mr. Greer pointed out that the primary focus for both properties is the public benefit that the public slips will provide for temporary or transient public mooring. He explained in regards to the percentages of benefits; in the code, there is a minimum of 10% public-fare carrying which would be three slips and Mr. Perry is providing seven; a minimum 10% is transient and 50% of those are public; as well as the requirement for a water taxi. He explained further that they have an existing parasail slip and an addition of one transient public mooring slip and a total addition of at least five (5) commercial slips for rentals; which adds up to a total of 25% transient/public slips which are 100% public and that any of those slips at any time can be used for water taxis.

The Chairman asked Mr. Greer to explain how the State defines transient slips. According to Mr. Greer, the state defines transient slips as a place where mooring can occur for a temporary period and specifically not overnight or permanent mooring.

The Chairman mentioned that in order for Mr. Perry to meet the Code, he would have to rent a slip to another parasail type business. However, he is proposing to have three (3) additional public slips. And asked the Board if they would like to recommend that he go with what they're proposing to give more benefit to the public or stick with the Code. Reminding that Mr. Perry would need to have two parasail boats in two of the slips.

The City Attorney advised they should let the City Council know their thoughts on whether they want public fare carrying vessel slips to be included or not. Also, he would make sure Council is aware of their wishes since this request has to be conducted as another QJ at their level.

The Chairman asked Ms. McDonald is it staff's opinion that the request meets the requirements of the Code. There was a lengthy discussion regarding the requirements of fare carrying vessels and the requirements of the State and the city. Mr. Greer pointed out that they meet all of the regulatory requirements of the permits issued by State. Ms. McDonald stated that the Code is confusing at best and referred to the City Attorney for guidance.

The City Attorney, explained the #5 exception talks about a minimum of 10% of slips set aside for fare carrying boats, which can be a number of things i.e. a water taxi, a parasail boat, or a charter boat. However, at the end of the paragraph, it states, "A loading and unloading area or slip must be reserved by use of a water taxi and this area of the slip must be clearly marked by a sign saying it is reserved for a water taxi. Pointing out that makes it seem as if you also need a slip for water taxi but that could be included in fare carrying vessel requirement.

Mr. Greer informed the members that they will have "Water Taxi Pickup" or "Loading Area" signage within the four designated transient slips.

Board member Jones asked if there would be a pump out station provided for the public. According to Mr. Greer, because of the size of the vessels for these types of slips; which are 25-foot vessels; a pump out is not necessarily needed and not their intention at this time. The Chairman clarified that restroom facilities are available upland.

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Motion by Board member Green, seconded by Board member Jones, the member voted 7-0 to set the next meeting date to January 28, 2019.

With there being no further discussion, the meeting adjourned at 6:05 p.m.

Adopted and approved this 28th day of January 2019.

Matt Trammell, Chairman

Kim Montgomery, Deputy City Clerk

FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME	NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE
Trammell Matthew	Harbor & Waterways Board
MAILING ADDRESS: 735 Pleat Dr	THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF: ☐ CITY ☐ COUNTY ☐ OTHER LOCAL AGENCY
CITY: Destin FL 32541 — COUNTY	NAME OF POLITICAL SUBDIVISION: City of Destin
DATE ON WHICH VOTE OCCURRED: 11/26/18	MY POSITION IS: ☐ ELECTIVE ☑ APPOINTIVE

WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing and filing the form.

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office MUST ABSTAIN from voting on a measure which would inure to his or her special private gain or loss. Each elected or appointed local officer also MUST ABSTAIN from knowingly voting on a measure which would inure to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent, subsidiary, or sibling organization of a principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies (CRAs) under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

* * * * * * * * * * * * * * * * *

ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; *and*

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

* * * * * * * * * * * * * * * * *

APPOINTED OFFICERS:

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IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on page 2)

CE FORM 8B - EFF. 11/2013
Adopted by reference in Rule 34-7.010(1)(f), F.A.C.

APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, Matthew Trowell, hereby disclose that on Nov 26, 20 18:

(a) A measure came or will come before my agency which (check one or more)

___ inured to my special private gain or loss;

✓ inured to the special gain or loss of my business associate, _____;

___ inured to the special gain or loss of my relative, _____;

___ inured to the special gain or loss of _____, by whom I am retained; or

✓ inured to the special gain or loss of Taylor Gainey, which is the parent subsidiary, or sibling organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

If disclosure of specific information would violate confidentiality or privilege pursuant to law or rules governing attorneys, a public officer, who is also an attorney, may comply with the disclosure requirements of this section by disclosing the nature of the interest in such a way as to provide the public with notice of the conflict.

11/26/18
Date Filed

Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED $10,000.

CE FORM 8B - EFF. 11/2013
Adopted by reference in Rule 34-7.010(1)(f), F.A.C.

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TRAMMELL	Harbor & Waterways Board
MAILING ADDRESS: 735 Planet Dr	THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF: ☐ CITY ☐ COUNTY ☐ OTHER LOCAL AGENCY
CITY: Destin COUNTY: FL 32541	NAME OF POLITICAL SUBDIVISION: City of Destin
DATE ON WHICH VOTE OCCURRED: 11/20/2018	MY POSITION IS: ☐ ELECTIVE ☑ APPOINTIVE

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* * * * * * * * * * * * * * * * *

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* * * * * * * * * * * * * * * * *

APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you are not prohibited by Section 112.3143 from otherwise participating in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on page 2)

APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, Matthew Terrell, hereby disclose that on Nov 26, 20 18:

(a) A measure came or will come before my agency which (check one or more)

___ inured to my special private gain or loss;

___ inured to the special gain or loss of my business associate, _____;

___ inured to the special gain or loss of my relative, _____;

___ inured to the special gain or loss of _____, by whom I am retained; or

✓ inured to the special gain or loss of Taylor Engineering, which is the parent subsidiary, or sibling organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

If disclosure of specific information would violate confidentiality or privilege pursuant to law or rules governing attorneys, a public officer, who is also an attorney, may comply with the disclosure requirements of this section by disclosing the nature of the interest in such a way as to provide the public with notice of the conflict.

11/26/18
Date Filed

Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED $10,000.

CE FORM 8B - EFF. 11/2013
Adopted by reference in Rule 34-7.010(1)(f), F.A.C.

MINUTES
REGULAR MEETING
DESTIN CITY COUNCIL
JANUARY 7, 2019
CITY HALL ANNEX COUNCIL CHAMBERS
6:00 PM

The Council of the City of Destin met in regular session with the following members and staff present:

Destin City Council

Mayor Gary Jarvis
Councilmember Steven Menchel
Councilmember Cyron Marler
Councilmember Parker Destin
Councilmember Prebble Ramswell
Councilmember Skip Overdier
Councilmember Rodney Braden

Destin City Staff

City Manager Lance Johnson
Acting Public Services Director Tim Pietenpol
Community Development Director Louis Zunguze
Public Information Manager Catherine Card
Parks & Recreation Director Lisa Firth
City Clerk Rey Bailey
IT Manager Webb Warren
Finance Director Bragg Farmer
City Attorney Kyle Bauman
City Land Use Attorney Kimberly Kopp

CALL TO ORDER, INVOCATION AND PLEDGE OF ALLEGIANCE

Mayor Gary Jarvis called the meeting to order at 6:00 PM. Pastor Russ Whitten of the Destin Church of Christ gave the invocation; which was then followed by the Pledge of Allegiance)

RECONFIRM APPOINTMENT OF INTERIM CITY COUNCILMEMBER FOR THE CITY OF DESTIN

Councilmember Ramswell moved to reconfirm the appointment of Mr. Steven Menchel as Interim City Councilmember for the City of Destin; seconded by Councilmember Overdier. Motion passed 5-0 (Council members Destin, Marler, Overdier, Ramswell and Braden voted "yes"; Councilmember Morgan was absent from the meeting).

INAUGURATION OF INTERIM CITY COUNCIL MEMBER FOR THE CITY OF DESTIN

The City Clerk administered the Oath of Office to newly appointed Interim City Councilmember Steven Menchel.

AGENDA APPROVAL

Motion by Councilmember Destin, seconded by Councilmember Overdier, to approve the agenda passed 6-0 (Council members Destin, Marler, Overdier, Menchel, Ramswell and Braden voted "yes"; Councilmember Morgan was absent from the meeting).

1. APPROVAL OF MINUTES

A. Approval of minutes of November 5, 2018 regular city council meeting

Motion by Councilmember Destin, seconded by Councilmember Ramswell, to approve minutes of November 5, 2018 regular city council meeting passed 5-0 (Council members Destin, Marler, Overdier, Ramswell and Braden voted "yes"; Councilmember Menchel abstained from voting; Councilmember Morgan was absent from the meeting).

B. Approval of minutes of October 1, 2018 regular city council meeting

Motion by Councilmember Destin, seconded by Councilmember Ramswell, to approve minutes of October 1, 2018 regular city council meeting passed 5-0 (Council members Destin, Marler, Overdier, Ramswell and Braden voted "yes"; Councilmember Menchel abstained from voting; Councilmember Morgan was absent from the meeting).

2. PROCLAMATIONS / RECOGNITIONS / SPECIAL PRESENTATIONS / ANNOUNCEMENTS

A. 2018 City of Destin Outdoor Decorating Contest Winners

The Mayor recognized and presented plaque awards to the following 2018 City of Destin Outdoor Decorating Contest winners:

Winner: Best Home Janet Gray 5 Pahokee Lane, Destin	Honorable Mention: Best Home Robert and Karen Lyverly 124 Indian Bayou Drive, Destin
Winner: Best Business City Market 36150 Emerald Coast Parkway	
Winner: Best Organization Destin Community Center 101 Stahlman Avenue, Destin	
Winner: Best of Holiday Sally Biederharn 808 Mars Street, Destin	Honorable Mention: Best of Holiday Stephen and Teresa Hebert 716 Main Street, Destin
Winner: Best of the Harbor Harborwalk Village 10 Harbor Blvd, Destin	

3. PUBLIC COMMENTS ON AGENDA ITEMS THAT ARE NOT PUBLIC HEARINGS AND ANY OTHER MATTERS NOT ON THE AGENDA

Mr. Ron Sandstead, a Destin resident, discussed the Banner Art Program on Main Street. He reported that the banners for the first phase of artwork would be installed on the poles on Monday January 14th at 9:00 a.m. and invited the the Council to come out to the location for the event.

4. CITY MANAGER REPORTS

A. Update on FLUM and Zoning Map Inconsistencies

The City Manager requests Council's direction on updating the FLUM and Zoning Map inconsistencies in the Comprehensive Plan.

The Community Development Director explained the importance of meeting the State's requirements by adopting a set of regulations within the year of adopting the Comprehensive Plan which guides the implementation of the Council's vision. He stated that he and his staff have placed a high priority in obtaining that vision and they are ready to begin the process of drafting the ordinances that would guide that vision to fruition.

Mr. Tim Whaler, with 3-TP Ventures, explained that he is tasked with reviewing the Future Land Use Map (FLUM) and the Zoning Map to identify any inconsistencies where the FLUM and the Zoning Map are not consistent. He then provided the Council with the zoning map showing the following locations (numbered from 1 to 8) where these inconsistencies occur:

- #1 - Future Land Use category was changed from Calhoun Mixed Use to Recreation to allow for the Capt. Leonard Destin Park development order. The FLUM was changed, but the Zoning Map did not change
- #2 - an area in the map where the Future Land Use category is Calhoun Mixed Use – Village, a new land use category created with the 2020 Comprehensive Plan; and the underlying zoning is Residential Office Institutional (ROI) General Development. In order to reconcile this portion, a new zoning district will have to be created into the Land Development Code for Calhoun Mixed Use Village; since it does not exist at this time
- #3 and #4 – the underlying zoning is Commercial General and the FLUM was changed to Town Center Mixed Use
- #5 – the FLUM is Town Center Mixed Use but the underlying zoning is ROI General Development
- #6 – the FLUM is Town Center Mixed Use and the underlying zoning is Commercial General
- #7 – was changed to Town Center Mixed Use and the underlying zoning remains Institutional. This is the old Destin Water Users parcel
- #8 - an area in Crystal Beach, just south of Highway 98 the Future Land Use is commercial general and the underlying zoning is Residential Office Institutional

Tourist Development TD. This one was also changed with the comprehensive plan update in March 2016

Council member Ramswell noted that items 3 to 7 in the zoning map show several other colors indicating other categories besides Town Center Mixed Use; and that logic dictates they would have to rezone everything within the Town Center CRA boundary to Town Center Mixed Use.

Mr. Whaler explained that that Future Land Use change that was done as part of the comprehensive plan focused on those parcels that front US Hwy 98.

Council member Destin expressed his concern for the areas Mr. Whaler spoke of, particularly 1, 2 and 8 and suggested they schedule a workshop to fully discuss their options for resolving FLUM and Zoning Map inconsistencies.

The City Manager will provide the Council a list of possible dates for the workshop.

Councilmember Ramswell asked staff to provide the Council a list of all allowable uses for each zoning classification that they could use to do a comparison.

B. Discussion regarding short turn lane into Emerald Grande as part of 3R FDOT Hwy 98 reconstruction project

Councilmember Overdier stated that an FDOT representative informed him the City could simply send a letter to the FDOT 3R project manager if they do not want the dedicated right turn lane into the Emerald Grande installed. He continued that the Emerald Grande parking lot manager was very much against the idea as it may become a safety issue if they block off the first entrance to the Emerald Grande in the summer time and have everybody drive down to the stop light to get into the Emerald Grande. People may then decide to find a way to get back into the two lanes of traffic coming off the bridge. He added that the Emerald Grande property managers/owners want the turn lane; but, they may need to find some solutions to the safety issue.

Councilmember Marler spoke of the recent meeting between the Emerald Grande property managers/owners and FDOT representatives regarding the turn lane. He stated that property managers/owners want the turn lane as it may prevent the problems they had last year where people were parking illegally and blocking the sidewalk. They are working with FDOT to possibly make a slight modification to the schedule by having a traffic study done at a later date and then building the turn lane a year later and not as part of the 3R project.

According to Councilmember Ramswell, she seems to recall requiring Emerald Grande to keep the first entrance to the facility open as they looked into the traffic back-ups last year.

Councilmember Marler noted they did not want the turn lane at that entrance as it was only supposed to serve as a service entrance for commercial traffic as well as an emergency entrance for

fire and safety. It was never designed for heavy traffic. He added it would make more sense to install the dedicated turn lane at the traffic light.

Both the City Attorney and City Manager would look into this issue to find out if FDOT requires the first entrance to be left open for all traffic.

Councilmember Menchel noted that a barricade was placed across that entrance; however, the Emerald Grande was forced to open it up when Public Works/Safety committee addressed that issue.

Councilmember Destin asked staff to place an item under his name on the next Council meeting agenda to discuss the possibility of creating an ordinance provision of collecting parking fees at the exit and not at the entrance to a private pay for parking facility. He continued there are no modern public parking facilities that try to collect parking fees at the front end. They are typically collected on the way out. It keeps the traffic congestion inside the property and not out onto the roadways and jeopardize public's safety and welfare.

C. Captain Royal Melvin Heritage Park & Plaza Engineering Redesign Proposal

The City Manager requests Council's authorization to execute the Jenkins Engineering, Inc. contract for the redesign of the Captain Royal Melvin Heritage park and Plaza for $26,500.

Councilmember Overdier moved to authorize the City Manager to execute the Jenkins Engineering, Inc. contract for the redesign of the Captain Royal Melvin Heritage Park and Plaza for $26,500 with funding from recreation impact fees and make the appropriate budget amendment; with Councilmember Ramswell providing the second.

Councilmember Destin announced he would abstain from voting as the park is part of a litigation involving a family member.

The motion passed 5-0 (Council members Marler, Overdier, Menchel, Ramswell and Braden voted "yes"; Councilmember Destin abstained from voting; Councilmember Morgan was absent from the meeting).

D. Paid Parking – Seeking Direction

The City Manager explained that the pilot program for paid parking has ended and staff is looking for direction from Council as to whether the City should continue, discontinue, or modify the parking program.

The City's Information Technology Manager Webb Warren informed the Council the paid parking program is about to enter its second year. He stated there are some potential improvements they could implement if the Council wishes to move forward with the program. He then detailed the following options available to the Council:

- Discontinue the paid parking program
- Continue on with the paid parking program. Enhance the program by minimizing the staff effort associated with it on a day-to-day basis by coming up with a more sustainable and more cost effective program, as follows:
  - Simple flat fee program instead of hourly fee
  - Research and issue RFP for automated gate system; which would minimize the staff time with regards to monitoring

Mayor Jarvis suggests scheduling a City Council workshop to discuss paid parking options. There were no objections from the Council members.

Councilmember Braden stated that if they decide to continue on with the paid parking program, he would prefer implementing the automated gate system with parking arms and kiosk where payment is collected at the exit.

Councilmember Overdier agrees they should continue with the paid parking program and suggests formalizing a flat fee of $5.00 per day. He also feels that they need to come up with a system that is easily manageable by staff, as well as the people who will utilize it.

Councilmember Marler agrees with implementing the automated gate system and the pay-as-you-go method of payment.

Councilmember Ramswell asked staff to come up with a system for monitoring and controlling overnight or long-term parking if they choose to implement a flat daily parking fee.

The City Manager stated that staff would bring back some options for the workshop.

E. Confirmation: Parks & Recreation Director

Motion by Councilmember Overdier, seconded by Councilmember Ramswell, to confirm the appointment of Lisa Firth as the permanent Parks and Recreation Director passed 6-0 (Council members Destin, Marler, Overdier, Menchel, Ramswell and Braden voted "yes"; Councilmember Morgan was absent from the meeting).

F. Hiring Appraisal and Economics Associates as the City's appraiser for the Destin Fishing Fleet property in the Bert J. Harris claim

G. Independent Planning Consultant for Evaluation of Destin Fishing Fleet Claim

The Land Use Attorney addressed both agenda items F and G as printed above.

She requests direction from the Council to first address the threshold issue in the Fleet's Bert Harris claim to determine whether there is a vested right or existing use on the property that has been inordinately burdened. Once that has been determined, the Council could then reconsider whether to enlist the services of an appraiser. She recommends hiring a third party planning

consultant to independently evaluate the development rights in the effect of the Comprehensive Plan amendments, if any, on the Fleet's property. She also stated she could provide the Council with the qualifications Ms. April Fisher, a planning consultant who has indicated her availability to reach a determination by the January 22, 2019 Council meeting. Her service rate is $150 an hour. She has estimated a maximum of 40 hours or $6,000 to complete the job. She would provide a written report regarding the effect of the Comprehensive Plan amendments on the Destin Fishing Fleet property.

The Land Use Attorney requests Council authorizes the City Manager to enlist the services of Ms. Fisher to prepare an independent evaluation along a separate legal opinion from her as to whether there is an existing use or vested right on the Destin Fishing Fleet's property that has been inordinately burdened.

Councilmember Overdier moved to direct the City Manager to enlist the services of Ms. April Fisher to prepare the independent evaluation, to go along with a separate legal opinion from the Land Use Attorney as to whether there is an existing use or vested right on the Destin Fishing Fleet property that has been inordinately burden. Councilmember Ramswell provided a second to the motion, which passes 6-0 (Council members Destin, Marler, Overdier, Menchel, Ramswell and Braden voted "yes"; Councilmember Morgan was absent from the meeting).

H. Update on Public Beach Initiative and Appraisal Process

The City Manager explained that at their December 17th meeting, the City Council authorized him to proceed with hiring Mr. Phil Houston to perform appraisals on a property in the Crystal Beach area. However, staff has subsequently learned that they needed to hire someone who performs commercial appraisals. He asked for Council's permission not to follow through with the contract with Mr. Houston and to pursue a commercial appraisal instead.

Councilmember Destin moved to grant the City Manager permission not to follow through with their prior direction to contract with Mr. Phil Houston of Appraisal Services and to pursue a commercial appraiser for the project; seconded by Councilmember Overdier. Motion passed 6-0 (Council members Destin, Marler, Overdier, Menchel, Ramswell and Braden voted "yes"; Councilmember Morgan was absent from the meeting).

I. Public Services Director and City Engineer

The City Manager explained that during the 2007/2008 timeframe, the Public Services Director and City Engineer positions were combined due to the economic downturn. The City has recovered from that time period, and since then has experienced a lot of projects and growth. He feels this position has taken on too many roles with past consolidation of duties and so he recommends separating the City Engineer's role from the Public Services Director position. This would lessen the workload of just one person, and that the City Engineer would be able to focus on project management as that position was originally intended to do so. Salary for the City Engineer position is not budgeted. Potential effect on budget would be $92,384 annually

including benefits. Since they are one quarter into the new fiscal year, the cost would be $69,295.50 for the remainder of Fiscal Year 2019.

Councilmember Overdier moved to fund the position of City Engineer who will report to the Public Services Director, and authorize the City Manager to make any necessary budget amendments. Councilmember Marler provided a second to the motion. Motion passed 6-0 (Council members Destin, Marler, Overdier, Menchel, Ramswell and Braden voted "yes"; Councilmember Morgan was absent from the meeting).

J. Announcements

The City Manager introduced Ms. Catherine Card as the City's new Public Information Manager.

5. PUBLIC HEARINGS

A. Second Reading of Ordinance 18-28-CC - Amendment to Harbor and Waterways Ordinance

The City Attorney read Ordinance 18-28-CC by title, and then presented it to the City Council on second reading.

> AN ORDINANCE OF THE CITY OF DESTIN RELATING TO CITY WATERWAYS; PROVIDING FOR ADDITIONAL FINDINGS OF FACT; PROVIDING FOR THE AMENDMENT OF SECTION 5-2 OBSTRUCTING CHANNELS; UNLAWFUL ANCHORING, MOORING OR DOCKING; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

The Mayor opened a public hearing to receive comments for or against the proposed ordinance. Hearing none, the Mayor closed the public hearing and turned the matter over to the City Council for their discussion and consideration.

Councilmember Overdier moved to approve Ordinance 18-28-CC on second reading; seconded by Councilmember Marler. Motion passed 6-0 (Council members Destin, Marler, Overdier, Menchel, Ramswell and Braden voted "yes"; Councilmember Morgan was absent from the meeting).

B. Second reading of Ordinance 18-27-CN - Acquisition of 108 Sibert Avenue

The City Attorney read Ordinance 18-27-CN by title, and then presented it to the City Council on second reading.

> AN ORDINANCE OF THE CITY OF DESTIN OF OKALOOSA COUNTY, FLORIDA, RELATING TO THE PURCHASE OF CERTAIN REAL PROPERTY; PROVIDING FOR AUTHORITY; PROVIDING FOR FINDING OF FACT; PROVIDING FOR CITY COUNCIL APPROVAL OF A CONTRACT

FOR PURCHASE OF PROPERTY LOCATED AT 108 SIBERT AVENUE, DESTIN, FLORIDA; AND PROVIDING FOR AN EFFECTIVE DATE.

The Mayor opened a public hearing to receive comments for or against the proposed ordinance. Hearing none, the Mayor closed the public hearing and turned the matter over to the City Council for their discussion and consideration.

Councilmember Ramswell moved to approve Ordinance 18-27-CN on second reading and direct the City Manager to take the necessary steps to complete the purchase of the property. Councilmember Menchel provided a second to the motion, which passes 6-0 (Council members Destin, Marler, Overdier, Menchel, Ramswell and Braden voted "yes"; Councilmember Morgan was absent from the meeting).

C. First reading of Ordinance 18-23-LC – Amend Section 7.12.01 (A) 2 of the LDC changing the designation of an 11.543 acre parcel of land located on U.S. Highway 98 from Commercial General (CG) to Town Center Mixed Use (TCMU)

The City Attorney read Ordinance 18-23-LC by title, and then presented it to the City Council on first reading.

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA, AMENDING THE OFFICIAL ZONING MAP AS REFERENCED IN THE LAND DEVELOPMENT CODE, SECTION 7.12.01(A)2 ZONING MAPS TO INCLUDE A CHANGE IN THE ZONING DESIGNATION OF AN 11.543 ACRE AREA OF LAND LOCATED ON U.S. HIGHWAY 98, DESTIN, FLORIDA FROM COMMERCIAL GENERAL (CG) TO TOWN CENTER MIXED USE (TCMU); PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR JURISDICTION; PROVIDING FOR ZONING MAP AMENDMENT; PROVIDING FOR INCORPORATION INTO THE LAND DEVELOPMENT CODE; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

The City Clerk sworn in the following individual for testimony:

Mr. Park Lamberts, Applicant - 5156 Meadow Lake Drive, Dunwoody Georgia

According to the Land Use Attorney, The City Council considered this ordinance on first reading on November 19, 2018, but continued the item to allow the applicant to provide additional information at a future meeting. The applicant has provided additional information for the City Council's consideration.

The applicant Mr. Park Lamberts explained that they are now further down the line with the plan; and that they have provided a site plan which is in the agenda packet showing what they are proposing. They are requesting a zoning changed from Commercial General (CG) to Town Center Mixed Use (TCMU) to allow for long term rentals of the property.

According to the Land Use Attorney, the applicant would need the rezoning for the long term rental because the CG only allows for short term rentals of multi-family residential. The

density is not exactly the same; it is 16.9 under the CG and 24 under the TCMU. The height is the same for both.

Councilmember Destin stated that he would not have any problems with changing the zoning designation of the property from CG to TCMU to allow for long term rentals; however, there are no assurances that the applicant would not change his mind and add such thing as a parking deck thereby increasing the density.

The Land Use Attorney noted they would not be able to deny development order based on density if the zoning district allows for a higher density.

Councilmember Marler moved to approve Ordinance 18-23-LC, amending the Official Zoning Map to change the zoning designation of the property on U.S. Hwy 98, from "Commercial General" to "Town Center Mixed Use" on first reading and direct staff to bring it back for second reading. Councilmember Overdier provided a second to the motion.

The Mayor opened a public hearing to receive comments for or against the proposed ordinance. Hearing none, the Mayor closed the public hearing and turned the matter over to the City Council for their discussion and consideration.

Councilmember Ramswell questioned the need to rezone the subject property prior to the upcoming workshop where they would discuss options for resolving FLUM and Zoning Map inconsistencies.

According to the Mayor, it is a business issue with the applicant. They have a contract for the sale of the property which is contingent on the parcel being rezoned.

Councilmember Menchel inquired as to the time frame for the contract; and if they could wait until after the workshop to make a decision without impeding the contract.

Mr. Lambert stated they have 30 days to do their due diligence and another 60 days to work with the City on the next step in the process.

The Mayor called for a vote on the motion, which passes 4-3 (Council members Marler, Overdier and Menchel voted "yes"; Council members Ramswell, Braden and Destin voted "no"; the Mayor cast a tie breaking vote of "yes"; Councilmember Morgan was absent from the meeting).

D. First reading of Ordinance 18-29-CC - Amendments to Short-Term Rental Ordinance and Establishing Maximum Occupancy Limits.

The City Attorney read Ordinance 18-29-LC by title, and then presented it to the City Council on first reading.

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA RELATING TO OCCUPANCY LIMITS FOR SHORT-TERM RENTALS; PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR THE AMENDMENT OF CODE OF ORDINANCES ARTICLE VI- REGISTRATION OF SHORT- TERM RENTALS; AMENDING SECTION 13-108, LOCAL RESPONSIBLE PARTY REQUIRED; AMENDING SECTION 13-114, POSTING OF SIGNAGE; CREATING SECTION 13-117, OCCUPANY LIMITS; CREATING SECTION 13-118, EXEMPTION FOR PRE-EXISTING AGREEMENTS; PROVIDING FOR INCORPORATION INTO THE CODE OF ORDINANCES; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

The Mayor opened a public hearing to receive comments for or against the proposed ordinance.

Ms. Karen Lugo, who resides in Austin, Texas but owns two properties in Destin spoke first. She informed the Council she is a constitutional law attorney and that she is challenging the steps taken by the City to create the ordinance to regulate short-term rentals. She argues that the City never informed the approximately 800 property owners who are directly impacted by the proposed ordinance. None of the homeowners in the City who rent has been contacted. She asserts that the ordinance must be developed and applied with sensitivity for private property right and not be unduly restrictive. Property owners must be free from actions by others which would harm their property or constitute an inordinate burden. She opined that the Short Term Rental Task Force created by the City was egregiously biased; that it was not properly represented with no homeowners serving. She continued that 5 of the 7 members were intent on regulating occupancy in short-term rental homes. She added that a factual finding was never prepared by the City to determine how many Bert Harris claims might be filed and how much they might cost the City.

Ms. Laura Sims, a Destin resident, stated that she agrees with the entire statement made by the previous speaker. She stated she was casually made aware of this ordinance and does not fully understand why a property she has worked hard for 30 years to obtain is suddenly being regulated. She urges the City to enforce the ordinances currently in place as she does not understand how they can possibly enforce a regulation limiting occupancy.

Mr. Shawn Hickey, a Destin resident, stated that he attended every one of the task force meetings and knows for a fact the task force was property represented by homeowners in the City. He also stated that he fully supports the proposed ordinance as written because he lives in Crystal Beach and he is very much aware of the adverse impacts of nonresident property owners packing houses to make a profit, having multiple cars park on the streets, and the noise from people having wild parties. He asked the City to reexamine and reduce he size of the signage required to be placed in front of short-term rental houses for safety reason. He feels that 24" x 48" is too large and a potential danger in the event of a hurricane. He also noted page 6, section 13.117 paragraph F, line 4 of the proposed ordinance contains the phrase *"may cap"* with regards to the grandfathering clause. He feels replacing it with *"shall cap"* would carry more weight.

Mr. Jason Sprenkle, a member of the Short Term Rental Task Force, asked the Council to give the comprehensive changes proposed by the task force that were already put into effect, at least

a season to work. He stated that he has had enough conversation with short-term rental property managers and owners to know that the risk of Bert Harris claims is a certainty; and that a lot of Bert Harris claims would be filed. He also noted that the grandfathering language on page 6 of the proposed ordinance does not reflect the intent of that section of the ordinance. He added that if the proposed ordinance passes, it should not apply to all bookings made subsequent to the enactment of the ordinance.

Ms. Sally Mauer, a Destin resident, noted that her rental home sleeps 18 people and the bedrooms are not crowded. She feels it is within her rights as property owner to be able to advertise for the number of people her house could accommodate. She also feels it is unfair to only target the short term rental homes in single family residences; adding they should also be charging condominium owners rental fees.

Mr. Ben Giles, a Miramar Beach resident, stated that the proposed ordinance seems more like an advertising ordinance than an occupancy ordinance. He stated that property values are going to be reduced starting the date this ordinance is enacted. No one would buy a vacation rental home knowing that in 5 years, occupancy would go down to a level that would make it a bad investment. He continued that it is in the best interest of every property owner, whether it is owner occupied, short or long-term rental homes, to file a Bert Harris claim to protect the long term value of their property. The City could expect 10 to 20 percent of homeowners to file Bert Harris claims. The City would need to hire more staff to be able to keep up with all the Bert Harris claims and pay an inordinate amount of money on trials and judgment with no insurance to cover the costs.

Mr. Bill Remington, a Destin resident, noted that the first speaker brought up a very good point that nobody has contacted the property owners that would be effected by the proposed ordinance. He stated he has the names of all the property owners in his database and that he would be more than happy to do a mailing to them and inform them of what is going on with the ordinance. He also believes the City ought to be enforcing the ordinances that are already on the books.

Ms. April Cove, a Destin resident, claims she is being targeted by both the Holiday Isle Improvements Association and the City of Destin for exercising her rights as a homeowner; adding she recently received a certified letter in the mail from the Association for a hearing for leaving her trash can out at midnight. The letter also included a photograph of her trash can. She added they threaten to charge her $100 for the violation.

Mr. Ed Smith, a Destin resident and real estate broker, opined that the City has more of an enforcement problem than an occupancy problem because they have been unable to enforce the ordinances that are already on the books. He feels the occupancy issue is moot unless the City has the ability to enforce these regulations.

Ms. Marcie Bell, a Destin resident, stated that a property owner is not necessarily a homeowner; and that no property owner should be able to infringe upon her right as homeowner. She also stated there is a definite problem in Destin when a short-term rental owner tries to pack 18 people in a home normally occupies by 3 people. She added that setting an occupancy standard is a must.

Having no further comment from the public, the Mayor closed the public hearing and turned the matter over to the City Council for further discussion and consideration.

Councilmember Marler moved to continue first reading of Ordinance 18-29-CC to October 21, 2019 to allow the Code Compliance Department to gather data and enforce the current short-term rental ordinance; and for the City Council to determine at that time if other rules and regulations need to be applied. Motion died for lack of a second.

Council member Overdier noted that the grandfathering clause seems to only apply to properties that are currently being rented. He continued that people with a valid development order issued by the City of Destin, and the property is either under construction or there is an anticipated start of construction; and that they have done things in good faith with the idea they are going to develop the property and use it as a rental property should fall under the same rules of the grandfathering clause and with this language added to the ordinance.

According to the Land Use Attorney, they could add that language to the ordinance without having to go back to first reading if that is the desire of Council.

Councilmember Overdier referred to the language on page 6 of the ordinance that reads, *"The Grandfathering Application and supporting proof shall be submitted to the City for review by the City staff in consultation with the City Land use Attorney, and such staff shall make a written determination as to the maximum occupancy of such short-term rental."* He asked what guidelines would be used to make such a determination.

According to the Land Use Attorney, the guidelines are written on the same page, which read as follows:

"The short-term rental owner, or agent, as applicable shall complete a Grandfathering Application as prescribed by the City, which shall be submitted under oath and upon penalty of perjury, and provide verifiable written proof of:

1. *The use as a short-term rental was existing and legally established as of January 21, 2019.*
2. *The number of bedrooms in the short-term rental was existing and legally established as of January 21, 2019. The number of bedrooms shall be based upon the Property Appraiser's residential profile of the property, and other documents of record, as needed.*
3. *The short-term rental must be registered with the City and must be in compliance with all applicable City of Destin codes and ordinances."*

Council member Marler asked how the occupancy standard could be enforced since the Code Compliance Manager had already stated they would not do a head count.

According to the Land Use Attorney, this particular ordinance is intended to be enforced by monitoring short-term rental advertisements and making sure signage provides for the appropriate occupancy. They would be looked at in conjunction with the City's existing regulations dealing with noise, trash and parking. She also stated that the commercial event ordinance would be factored in if it passes.

Councilmember Destin moved to direct staff to advertise Exhibit B, of Ordinance 18-29-CC, which provides for a maximum overnight occupancy of two persons per bedroom, plus four, and bring it back for second reading on January 22, 2019; seconded by Councilmember Overdier.

Council member Ramswell suggests they also discuss the appropriate size of the signage before passing this ordinance.

According to the Land Use Attorney, the size has to be large enough to allow for all additional information to fit on the sign.

Mr. Zunguze stated there is a lot of information that needs to go into the sign such as occupancy, number of parking spaces and contact information for the responsible party; adding that information has to be visible on the road to Code Compliance Officers as they drive by the property.

Councilmember Ramswell addressed some of the concerns expressed tonight by members of the public. She stated this is not an effort to stop tourism. Destin is a town built on fishing, and visitors come here to enjoy the beaches and other amenities. They do not want to prevent people from making money by renting their properties. They want visitors to come, but they also want to protect the quality of life of the City's permanent residents who live and pay taxes to the City, and who elected the members of Council to ensure that their quality of life is not disturbed. They need to have some sort of parameter. A single family residential home is built for a single family resident and not for continuous parties by a great number of people. With regards to the assertion that limiting occupancy would decrease property value, there are people who have lived in Destin for a long time that have decided to move away. But they could hardly sell their house for what its worth because when a potential buyer looks at the house, they get discouraged when they see a party going on next door With regards to comments about the Short-Term Rental Task Force being biased and not fully represented, this Task Force consisted of a diverse group of people. There were at least two homeowners that were not rental agents or rental property managers, as well as large and small rental property managers. The Council wanted a diverse group so they could hear diverse opinions on the subject of short-term rentals. The Task Force did a terrific job.

Councilmember Menchel suggests having a mandatory 24-hour hotline that citizens can report problems. He also stated they should evaluate the two people per bedroom plus four occupancy standards at the end of the season to determine its effectiveness.

The Land Use Attorney stated that the 24-hour hotline does not have to be included in the ordinance. The Council could just direct the City Manager and staff to do it.

The Mayor called for a vote on the motion, which passes 5-1 (Council members Destin, Overdier, Menchel, Ramswell and Braden voted "yes"; Councilmember Marler voted "no"; Councilmember Morgan was absent from the meeting).

E. Dock application at 288D Harbor Blvd

F. Dock application at 302 Harbor Blvd

The City Attorney addressed both items E & F simultaneously as they are located adjacent to each other and have the same owner.

The City Clerk sworn in the following individual for testimony:

Mr. Claude Perry, owner
Mr. Matt Trammel, Taylor Engineering, Inc.

Mr. Matt Trammell provided the Council with the background information for the two projects. The applications have been reviewed and approved by the Florida Department of Environmental Protection (FDEP), the U.S. Army Corps of Engineer (USACE), City staff, and the City of Destin Harbor and Waterways Board. He stated that they fall under an exception that is allowed under the current Land Development Code; but, each one of the properties falls slightly short of that exception. They are providing well beyond the public slips required. They are providing one water taxi dock on each property as opposed to two water taxi dock 50 feet from one another. Since they are not providing the required commercial slips; they could think of it as Mr. Perry giving an additional public benefit. They are two fare carrying slips short on one of the properties and one fare carrying slips short on the other. Mr. Perry would be happy to add more commercial slips if the Council so desires or they could approve the projects as proposed.

Councilmember Overdier moved to approve the applications for marine construction at 288D Harbor Blvd, by exercising the City's police powers in a manner which maximizes the public's benefit; seconded by Councilmember Menchel.

Councilmember Braden asked how it would affect the other if one of the parcels is sold.

According to the City Attorney, the Council is approving one dock at a time. He presented the projects simultaneously since Mr. Perry owned both properties. However, the permits for each parcel are separate.

Mr. Trammell explained that each property could have its own separate dock. They are connected through an upland boardwalk and an upland dock; but, neither one is dependent on another. There is no encroachment over the property or offshore riparian lines. The FDEP allows

for the docks to be constructed up to the property line. Since Mr. Perry owns both properties and he is his own adjacent property owner, he is giving himself the setback waiver authorization.

Council member Ramswell stated that she would support any project that provides for public docking slips as opposed to commercial or fare carrying slips on the harbor.

The Mayor spoke of the need to define fare carrying vessel as a charter for hire vessel or dolphin cruise and not a livery vessel to remove any ambiguity.

The City Attorney agreed they need to have a better definition of fare carrying vessel in the Land Development Code.

The Mayor opened a public hearing to receive comments for or against the above projects:

Ms. Marcie Bell asked how the transient slips are going to be managed.

The Mayor explained that it would be up to Mr. Perry to hire someone to manage the slips.

The Mayor called for a vote on the motion, which passes 6-0 (Council members Destin, Marler, Overdier, Menchel, Ramswell and Braden voted "yes"; Councilmember Morgan was absent from the meeting).

Mr. Trammell confirmed that the next request is the same type of request; and that Mr. Perry is the owner of the property and that he same conditions apply as the previous one.

The Mayor opened a public hearing to receive comments for or against this project. Having none, he turned the matter over to the City Council for their consideration.

Motion by Councilmember Overdier, seconded by Councilmember Menchel, to approve the applications for marine construction at 302 Harbor Blvd, by exercising the City's police powers in a manner which maximizes the public's benefit passed 6-0 (Council members Destin, Marler, Overdier, Menchel, Ramswell and Braden voted "yes"; Councilmember Morgan was absent from the meeting).

6. CONSENT AGENDA

A. Interlocal Agreement between Okaloosa County and the City of Destin for Design and Construction of improvements to the intersection of Commons Drive and Henderson Beach Road.

B. Financial System (MUNIS) Continuing Services/Licensing and Support Renewal for 2019

C. Separation Agreement

Motion by Councilmember Marler, seconded by Councilmember Overdier, to approve Consent Agenda items A thru C, as printed above, passed 6-0 (Council members Destin, Marler, Overdier, Menchel, Ramswell and Braden voted "yes"; Councilmember Morgan was absent from the meeting).

7. COMMENTS/PRESENTATIONS FROM MAYOR, COUNCIL, LAND USE ATTORNEY AND CITY ATTORNEY

A. Councilmember Braden
B. Councilmember Ramswell
C. Councilmember Menchel

Councilmember Menchel thanked the Council for supporting his nomination for Interim City Council member to fill the position vacated by Mr. Tuffy Dixon.

D. Councilmember Overdier
    1. Nomination of Mr. Jim Foreman for membership to the Board of Adjustment

The City Attorney recommends waiting until March 2019 to make this nomination, as it would make it a year since Mr. Foreman has left the Council, which is a requirement of the City Charter.

The City Clerk asked if that stipulation also applies to other committees as Mr. Foreman has already been appointed to the Town Center CRA Advisory Committee.

According to the City Attorney, Mr. Foreman should resign from that committee and be re-appointed in March as well.

Council member Ramswell requested a list of the current committees, their members, and any vacancies.

The City Clerk will provide the information to the Council via e-mail.

E. Councilmember Marler
F. Councilmember Destin
    1. Coyote mitigation

According to Councilmember Destin, many of the citizens have been contacting him during the past few months about the coyote problems and how their domestic animals are being attacked and killed by the coyotes. He stated they are now at a point where they should direct the City Manager to hire a professional trapper to capture the coyotes, similar to the action the City took about 15 years ago.

The Mayor remarked that he spoke with County Commissioner Kelly Windes about this issue. The County has a similar problem and that the County Commission may be willing to co-share the expense, and that that they have some information on some of the companies they have hired in the past.

It was the consensus of the Council to instruct the City Manager to employ professional trappers, within his spending capability, to address the coyote problems.

G. Councilmember Morgan
H. Mayor Gary Jarvis
I. Land Use Attorney
J. City Attorney

1. Update to East Pass Dredge Administrative Actions by the Donovan's and the Sherry's

The City Attorney explained that the Donovan's and the Sherry's filed an administrative action naming the City of Destin as a respondent; and that at the last meeting the City Council hired Mr. Ken Oertel to represent the City. However, the FDEP recently dismissed that action and have given the Sherry's until January 16th to deal with some outstanding issues. The Sherry's have made a settlement offer that the County Commission will be considering next week. The gist of the offer is that the area on Okaloosa Island, called Reach 3, will be getting between 80-120 thousand cubic yards of sand. This would depend upon the City being able to obtain the necessary easements to be able to deposit the sand in Reach 2, which is located at the Sandpiper Cove area. The Sherry's are also agreeing to carve out from their administrative challenge the portion of the challenge that is preventing the USACE from dredging the pass to free up the 1.5 M in Federal Funding for the FDEP to grant the USACE the permit to dredge. He added that the entire agreement is dependent upon the FDEP granting the USACE a notice to proceed under this term.

Having no further business at this time, the meeting was adjourned at 8:55 PM.

Gary Jarvis, Mayor

ATTEST:

Rey Bailey, City Clerk